

**AGENDA  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
WILLIAM TURNER, CHAIRMAN**

**MONDAY, JUNE 22, 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. Update on Police Facility Study – Information only.
  - b. Recommendation to maintain the current condition of the storm sewer manhole located in the front yard Public Utility Easement at 1102 King Edward Ave.
  - c. Recommendation to approve Surveying Services Agreement with H.R. Green for the 7<sup>th</sup> Avenue Creek Project.
  - d. Recommendation to approve Construction Engineering Services Agreement with Trotter and Associates, Inc. for the North Tyler Road Resurfacing Project.
  - e. Recommendation to approve an Intergovernmental Agreement for Route Maintenance of State Routes with the Illinois Department of Transportation from July 1, 2015 to June 30, 2025.
  - f. Update on Solar Project –Information Only.
  - g. Recommendation to approve changes to the scope of the Mowing Maintenance Contract with Cornerstone Horticultural Services Company.
  - h. Recommendation to Waive the Formal Bid Procedure and approve a Contract for Pavement Striping with Preform Traffic Control Systems, Ltd.
  - i. Recommendation to Issue Purchase Order to P&M Sewer & Water for Annual Bolt Replacement Program for Fiscal Year 2015/2016.

**5. ADDITIONAL BUSINESS**

**6. EXECUTIVE SESSION**

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

**7. 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 06.22.15
<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)*

May 2015 Outage Report

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

For information only.

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





## AGENDA ITEM EXECUTIVE SUMMARY

Title: Update on the Police Facility Study – Information Only

Presenter: Peter Suhr & Chief Jim Keegan

*Please check appropriate box:*

	Government Operations	X	Government Services – 06.22.15
	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 February 2015, based on staff’s recommendation, City Council approved a professional architectural services contract to study the existing Police Facility. The study includes an Existing Conditions Report, Architectural Needs Assessment Analysis and Master Plan Study. Since then, staff has been working diligently with FGM Architects and is on schedule to complete the entire study by Fall of 2015.

City staff and FGM Architects are prepared to present the initial findings of the study and update the committee on future phases of the project.

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

None

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

For information only

*For office use only:*      *Agenda Item Number: 4.a*



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Maintain the Current Condition of the Storm Sewer Manhole Located in the Front Yard Public Utility Easement at 1102 King Edward Ave.
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Presenter:	Chris Adesso
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*Please check appropriate box:*

	Government Operations	X	Government Services – 06.22.15
	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:**

On April 10, 2015 Staff from the Public Works Department made an adjustment to the storm sewer manhole located in the Public Utility Easement in the front yard of the property at 1102 King Edward Avenue. The purpose of this adjustment was to bring the access lid up to an accessible level from being buried 14 inches below the ground. The work was performed in a safe, effective and clean manner and the area was restored the same day with topsoil, grass seed and erosion control blanket.

The property owner, Mr. Joe McGraw addressed the Committee during the May 2015 Government Service Committee meeting and requested that the manhole be re-buried. Further, the topic of easement rights to perform the work was brought into question. Staff has requested an evaluation of the Public Utility Easement language that was executed on the recorded subdivision plat by the City’s legal counsel. The results of the evaluation are that the Public Works Department was operating within the parameters of the easement language when performing the work and therefore had rightfully accessed the storm sewer manhole.

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

Supplementary documentation – Copy of Plat of Survey, Public Utility Easement Language, Final Engineering Plans, Picture of the work, Letter from City Legal Counsel, Written Disposition from Mr. Joe McGraw with exhibits

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

Recommendation to maintain the current condition of the Storm Sewer Manhole located in the front yard Public Utility Easement at 1102 King Edward Ave.

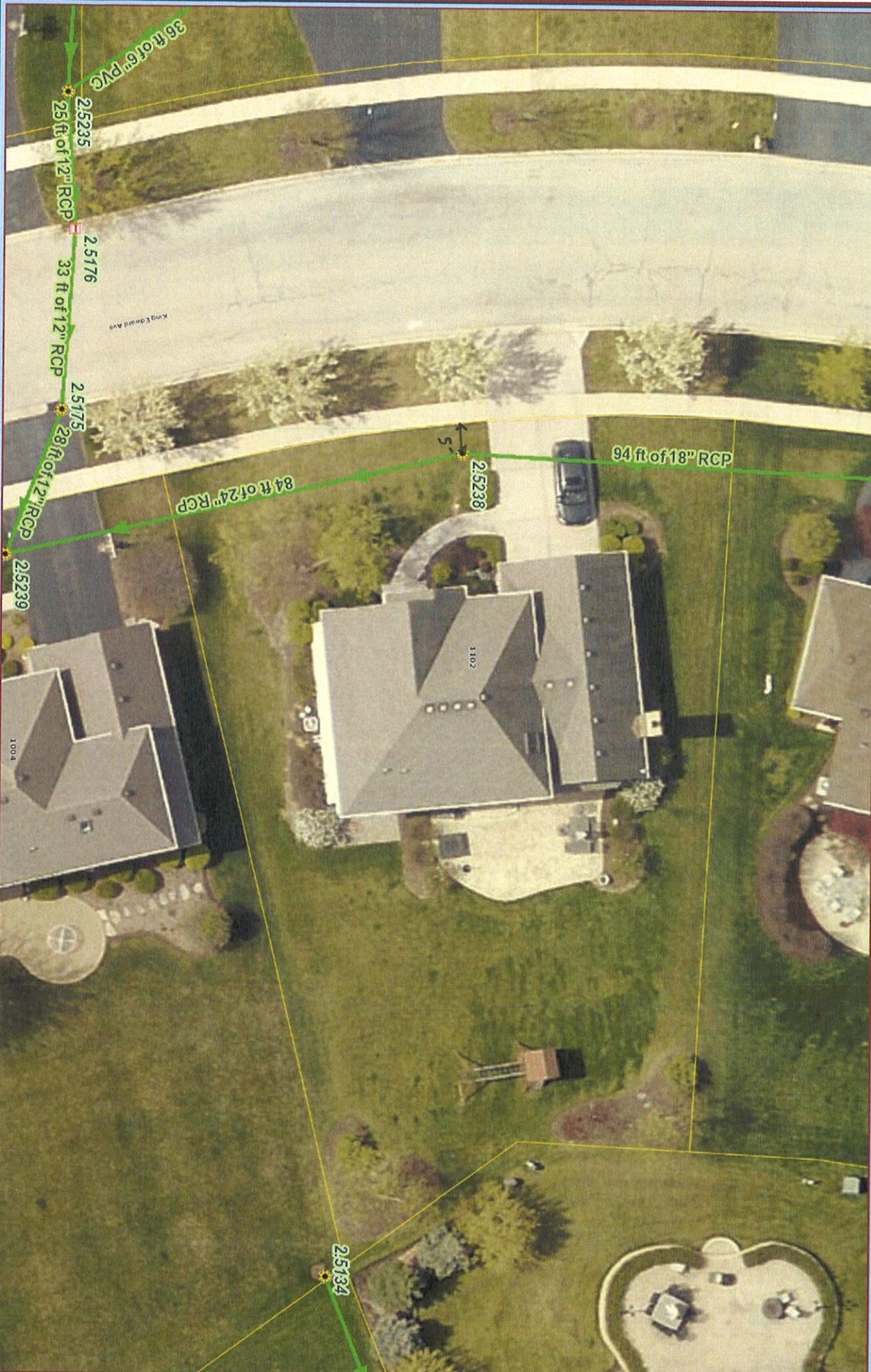
<i>For office use only:</i>	<i>Agenda Item Number: 4.b</i>
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**City of St. Charles, Illinois**  
 Two East Main Street St. Charles, IL 60171-1384  
 Phone: (630) 377-4400 Fax: (630) 377-4410 www.stcharlesil.com

# 1102 King Edward Avenue

**RAYMOND ROGINA** Mayor  
**MARK KOENEN** City Administrator



**Data Source:**  
 City of St. Charles, Illinois  
 Date of Survey: 1/18/15  
 Projection: Transverse Mercator  
 Coordinate System: Illinois State Plane East  
 North Reference: Unknown 1883  
 Printed on: April 30, 2015 08:35 AM



**Storm Sewer**

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PUBLIC UTILITY EASEMENT PROVISIONS

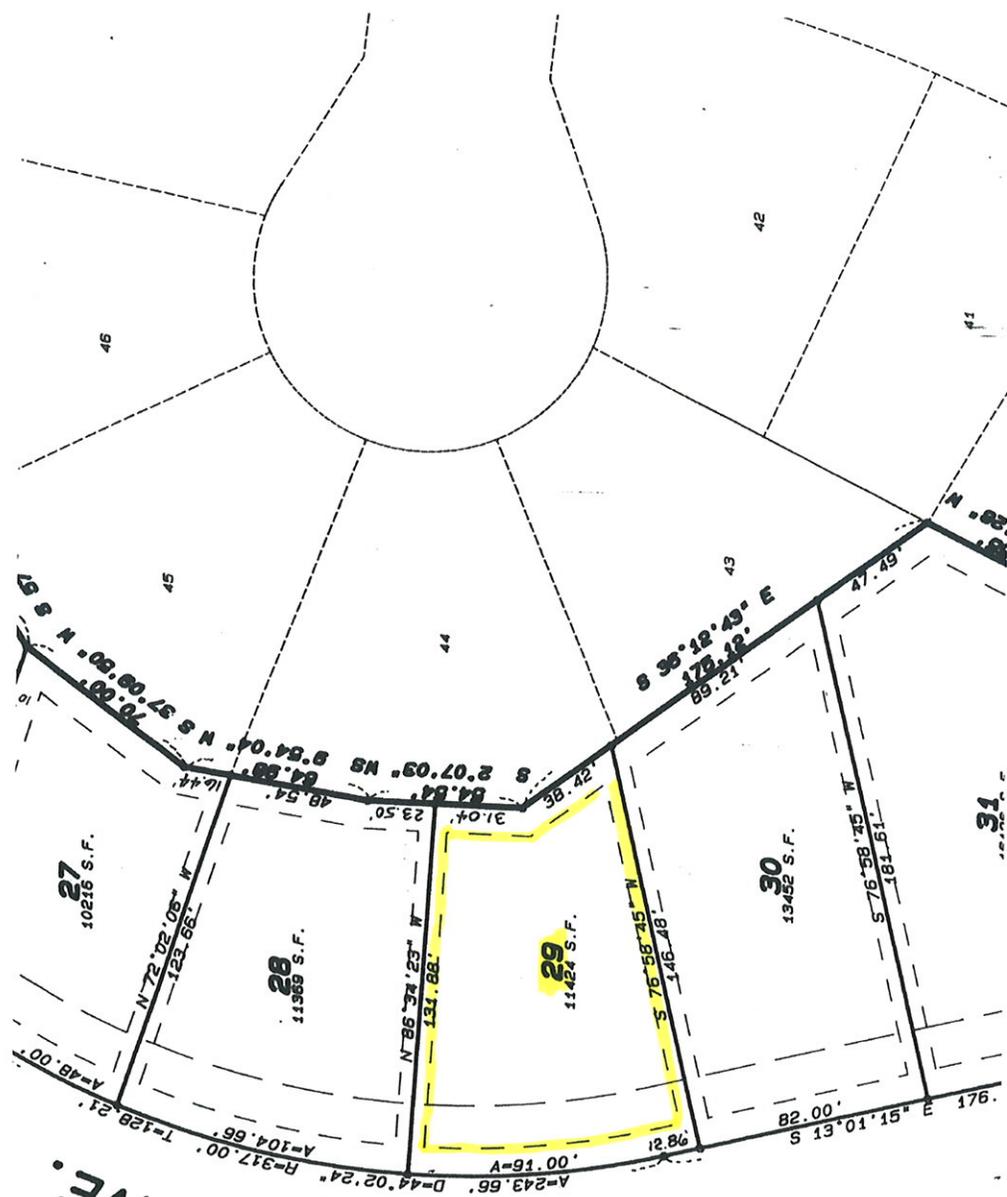
A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES INCLUDING BUT NOT LIMITED TO, AMERITECH AND NORTHERN ILLINOIS GAS COMPANY AND TO THEIR SUCCESSORS AND ASSIGNS, IN, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING UNDERGROUND ELECTRICAL, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGEWAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"). THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS OR, WITHOUT LIMITATION, UTILITY INSTALLATIONS IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS. IN THE EVENT UTILITY MAINTENANCE IS PERFORMED WITHIN THE UTILITY EASEMENT, THE CITY OF ST. CHARLES WILL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUNT SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PAVING, FENCES, SIDEWALKS, CURBING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS.

KING WILLIAM COURT  
HERETOFORE DEDICATED

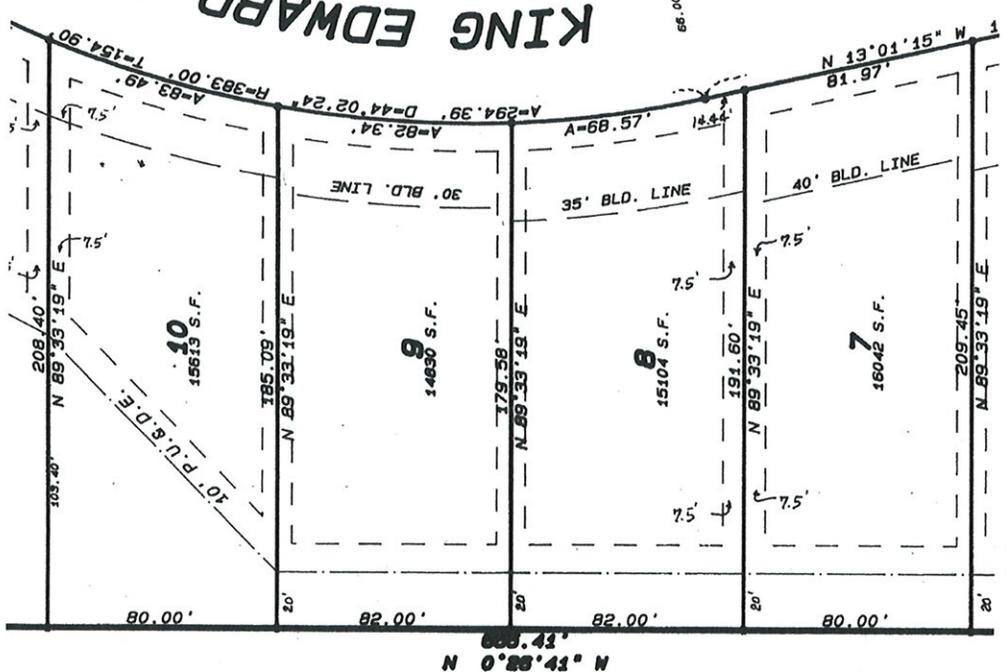


SCALE: 1 INCH = 50 FEET





**KING EDWARD AVE.**



666.41'  
N 0°28'41" N







1102

1102



LAW OFFICES

**HOSCHEIT, MCGUIRK, MCCrackEN & CUSCADEN, P.C.**

1001 EAST MAIN STREET, SUITE G  
SAINT CHARLES, ILLINOIS 60174-2203

JOHN J. HOSCHEIT  
JOHN M. MCGUIRK  
KATE L. MCCrackEN  
DOUGLAS R. CUSCADEN

TELEPHONE: 630.513.8700  
FACSIMILE: 630.513.8799

June 8, 2015

Via Email

cadesso@stcharles.il.gov

Mr. Chris Adesso  
Assistant Director of Public Works  
Operations – City of St. Charles  
2 East Main Street  
St. Charles, IL 60174-1984

RE: 1102 King Edward Avenue, St. Charles, Illinois

Dear Chris:

This is a follow up to our discussions with respect to the property located 1102 King Edward Avenue, St. Charles, Illinois. You requested that I review the Public Utility Easement provisions which are set forth in the Plat of Subdivision with respect to this property.

The Plat of Subdivision shows a Public Utility Easement along the front of the subject property. There is a storm sewer that was constructed within the easement as well as a storm sewer manhole. The storm sewer manhole was apparently buried beneath the surface at the initial time of the construction of the home. In order for the City to have access to and be able to maintain the storm sewer utility, the storm sewer manhole needs to be readily available to be opened by city staff. The City has undertaken a program involving raising the access of this buried manhole and various other buried manholes throughout the City.

As I understand it, the homeowner has challenged whether the Public Utility Easement provides the City with the right to make the appropriate modification to the manhole. Provisions of the Public Utility Easement provide that the City has the authority to enter upon the property “for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining underground or pertinences, sanitary and storm sewers...”. The City undeniably had the right to undertake the remediation work that it performed on this drainage system. Furthermore, it is my further understanding that there is no issue as to the location of the drain and that it is clearly located within the City’s easement. Therefore, any claim that the City lacks authority to undertake the work involved in this case is clearly without merit.

The homeowner has also raised the issue of his liability as the owner of the property. While claims against property owners for activities that occur on their property cannot be foreseen with

**HMM&C**

any certainty, there has never been a claim against the City or any homeowner in the City for injuries claimed to have been sustained as a result of drains located in public utility easements located within residential properties. The type of manhole that exists on this property is similar to others throughout the City. While a possible claim resulting from an accident on a sewer drain cannot be foreseen and is always a possibility, this manhole was constructed by the City in accordance with industry standards and it a necessary components of a properly functioning system. The manhole access is at grade and does not present a trip hazard.

Hopefully, the above addresses all of the legal issues relating to this matter. If you need anything further, please contact me.

Very truly yours,  
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.

A handwritten signature in black ink, appearing to read "John M. McGuirk". The signature is fluid and cursive, with the first name "John" being the most prominent.

John M. McGuirk

JMM:lmk

**Name: Joseph McGraw**

**Address: 1102 King Edward Avenue, St. Charles, IL 60174**

**Request of Committee:**

I request that the committee recommend restoring the recessed access to a sewer located in the front lawn at 1102 King Edward Avenue.

Restoration of the recessed access to the sewer will continue to provide the water department full access to the sewer whenever necessary to provide maintenance, but without creating a liability hazard to the homeowner and adversely affecting curb appeal, aesthetics, and home value.

**Sewer Access Raised**

On April 10, 2015 access to a storm sewer was raised in the front lawn of our single family residence located at 1102 King Edward Avenue, St. Charles, IL 60174. We were not provided any notification that such work would be done. I arrived home on the evening of April 10<sup>th</sup> to find the following manhole cover constructed just feet from the front door of our home.



**Existing Sewer Covers located in Front Yard of Property:**

There were 2 exposed sewer covers that existed when the home was first built, 17 years ago; they were, and continue to be, located on the street side of the sidewalk. Another sewer access that is located on the home side of the sidewalk had been prudently recessed below the surface of the ground—achieving both a preferred aesthetic while avoiding a hazard that increases homeowner liability.



### **Hazard & Liability**

Raising the manhole cover and leaving it exposed at 1102 King Edward creates a new hazard and presents liability risks for the homeowner. As the attached statement from Allstate Insurance Company attests, there are a variety of potential risks and liabilities presented by the newly created manhole cover that is on the home side of the sidewalk.

### **Aesthetics and Home Value**

The home was constructed 17 years ago. At the time of home construction there was a conscious, deliberative decision to recess the sewer cover below the surface of the ground. We would like the access to the sewer to be restored to where it had been for the previous 17 years. Exposing the manhole cover diminishes the curb appeal of the property and reduces its fair market value.

### **Need**

The only time the sewer was ever accessed was on April 10, 2015, and only to raise the access to surface level. The sewer was not only rarely accessed, it was never accessed—except on April 10<sup>th</sup> to raise its access. Could there exist in the future a reason to access the sewer at the precise point in the sewer's network that is located steps from the front door of 1102 King Edward Avenue? Possibly. But even so, with the access just below the surface of the soil the sewer will remain readily accessible being just a few moments and hand shovels away!

The Water Department has presented a schematic (attached) of the sewer network and access points indicating to me that my neighbors have the same issue. I infer that the point they wish to make is that my neighbors are not complaining, so why am I?

But although the schematic shows an access point in the sewer on my neighbors property (1004 King Edward) and at just about the same location on his property as mine, you will see from the picture below the sewer access on their property has not been raised, it remains recessed.



## **Easement**

We acknowledge and respect the obvious need for utility personnel to have access to utilities in order to service and maintain in the public interest. We have always provided and will continue to provide uninhibited access to utility company personnel, without requiring legal proof before granting permission to perform their duties.

I'm not an attorney, nor do I wish to debate the extents and limits of an easement right. But it would appear to me that a reasonable interpretation of an easement right granted to a utility would imply a right of access in order to provide specific and necessary maintenance. Can raising access to a storm sewer in which there was already access have been intended with the granting of an easement right to a utility? Doesn't the past 17 years of having the access below the surface of the soil and being the original condition of the home mean something?

The easement provision and schematic provided by the Water Department appears to establish the right of access to be 5 feet from the sidewalk. Again, the Water Department had uninhibited access to the sewer for the past 17 years. But it is worth noting that over 80% of what was constructed on top of the surface (manhole cover) appears to be beyond the 5 foot easement.

## **In Sum: Win-Win**

I request that the committee recommend restoring the recessed access to a sewer located in the front lawn at 1102 King Edward Avenue.

Restoration of a recessed access to the sewer will continue to provide the water department full access to the sewer whenever necessary to provide maintenance, but without creating a liability hazard to the homeowner and adversely affecting curb appeal, aesthetics, and home value.

Appreciatively,

Joseph McGraw  
1102 King Edward Avenue  
St. Charles, IL 60174

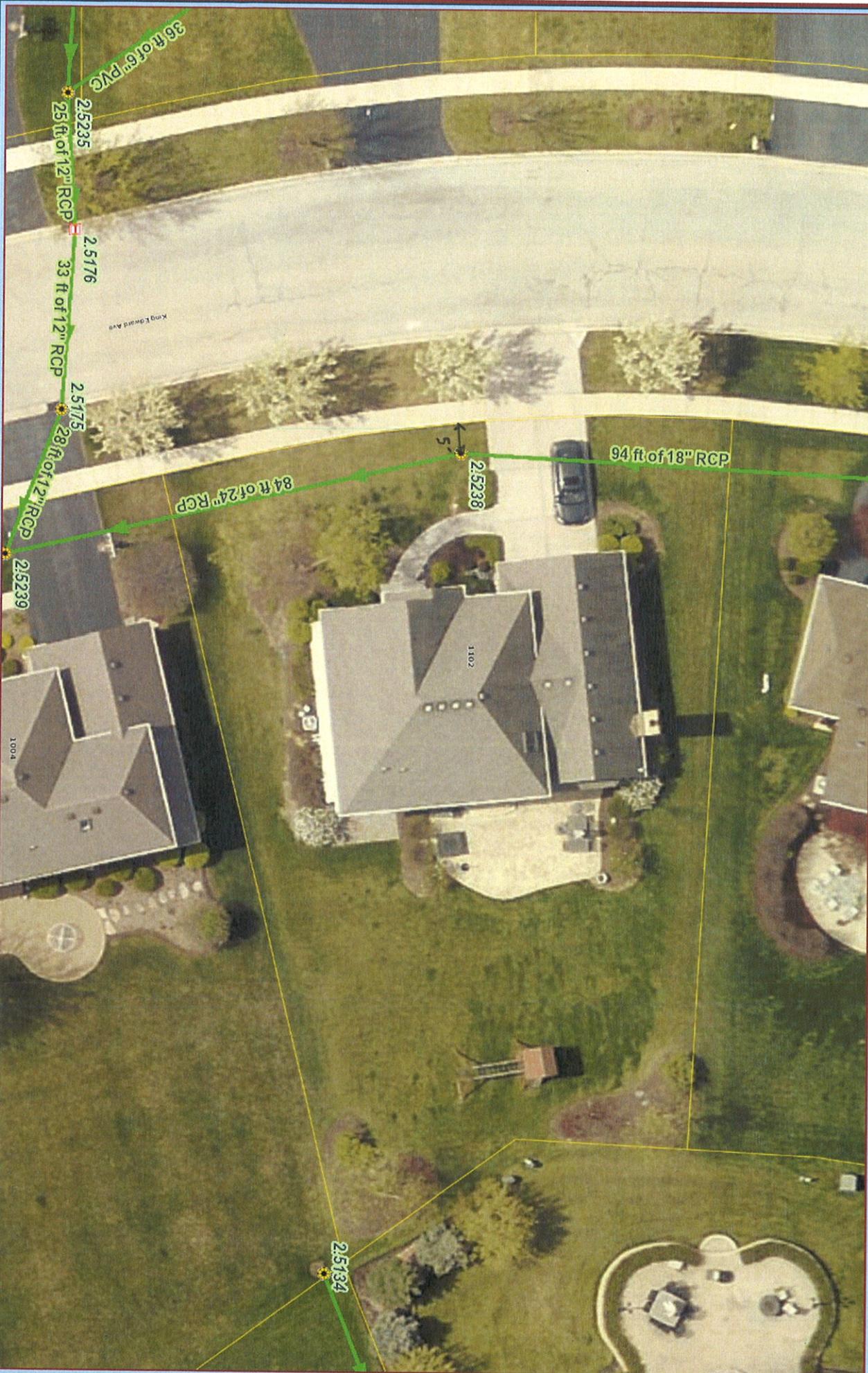
[joemcgraw@mac.com](mailto:joemcgraw@mac.com)  
630-661-6050



**City of St. Charles, Illinois**  
 Two East Main Street St. Charles, IL 60174-1384  
 Phone: (630) 377-4400 Fax: (630) 377-4440 www.stcharlesil.com

# 1102 King Edward Avenue

**RAYMOND ROGINA** Mayor  
**MARK KOENEN** City Administrator



**Data Source:**  
 City of St. Charles, Illinois  
 Date of Survey: 1/18/15  
 Projection: Transverse Mercator  
 Coordinate System: Illinois State Plane East  
 North Reference: Unknown 1883  
 Printed on: April 30, 2015 08:35 AM



**Storm Sewer**

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**PUBLIC UTILITY EASEMENT PROVISIONS**

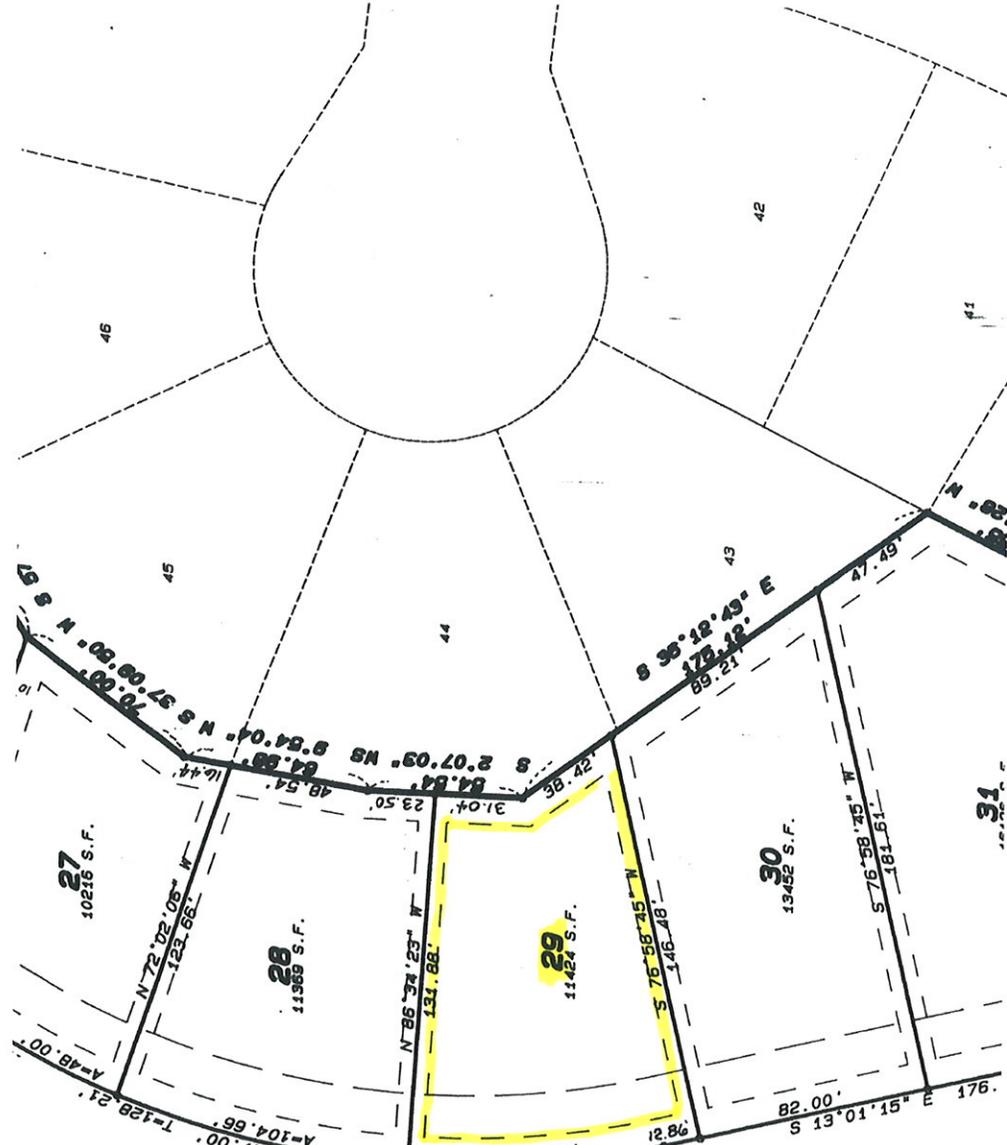
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KING WILLIAM COURT  
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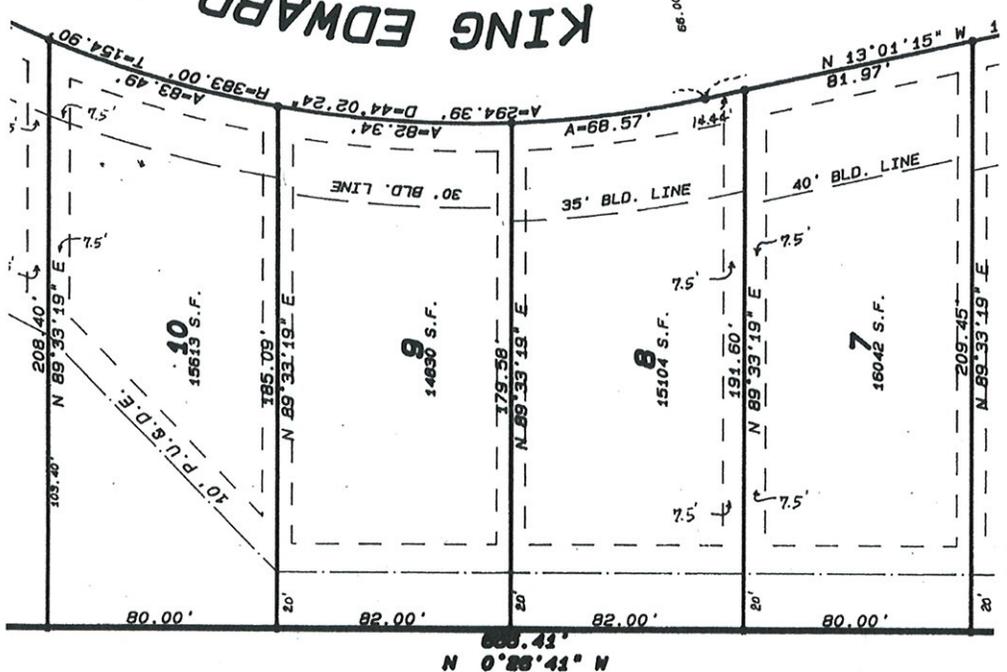


SCALE: 1 INCH = 50 FEET





**KING EDWARD AVE.**

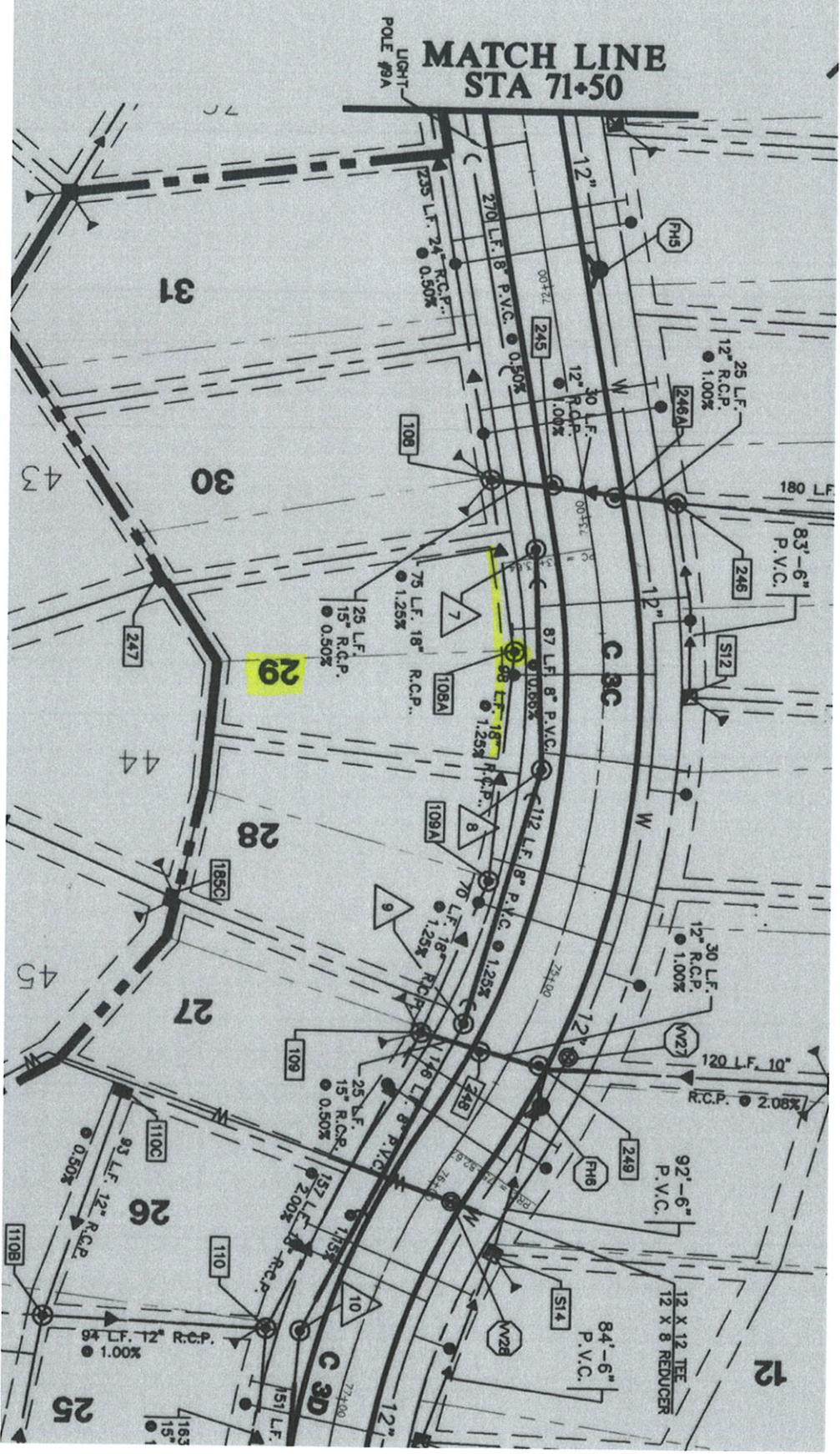


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**N 0° 28' 41\"**

~~82+50, 25R  
T.A., 4' DIA  
785.08~~

F.HYD 8 F.HYD  
A 79+25 STA 82+60  
S 19.75'L O/S 24.4'L  
= 781.73 GR. = 794.95  
16 V.VAULT  
STA 82+40  
O/S 22'L  
GR. = 795.50

### MATCH LINE STA 71+50







4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

5F



**Allstate Insurance Co.**  
**M. Milkes Insurance Agency, Inc.**  
**2628 ½ W. Touhy Ave.**  
**Chicago, Illinois 60645**  
**Phone: 773-508-9600**  
**Fax: 773-508-9784**

JOSEPH MCGRAW  
1102 KING EDWARD AVE  
ST. CHARLES, IL 60174

Joseph,

I have a concern regarding the manhole cover located on your property. If the sod/soil erodes the lip could be exposed and present a tripping hazard. Injuries are also a possibility should someone fall on the metal cover. The main concern I have is that in the event that the cover is removed serious liability issues could arise.

Sincerely,

Mike Milkes  
Allstate Insurance Co.  
M. Milkes Insurance Inc.  
2628 ½ W Touhy Ave  
Chicago, IL 60645-3110  
773-508-9600 PHONE  
773-508-9784 FAX

*Milkes Insurance, Serving Allstate's Customers for over 52 years.*



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Surveying Services Agreement with H.R. Green for the 7 <sup>th</sup> Avenue Creek Project
Presenter:	Karen Young

*Please check appropriate box:*

Government Operations	<input checked="" type="checkbox"/>	Government Services – 06.22.15
Estimated Cost: \$70,400	Budgeted:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO

**Executive Summary:**

FEMA Mapping Update Process

FEMA indicated that they anticipate the preliminary map submittal to the City this fall, with the FEMA public meetings to be held by the end of the year. This will be followed by the public comment period where residents and the City can provide comments and provide information on the proposed mapping.

City of St. Charles Study Process

The City’s consultant H.R. Green continues to move forward with the evaluation of potential design options to develop a long term master plan to relieve flooding along the 7<sup>th</sup> Avenue Creek watershed. It is anticipated that Staff and H.R. Green will be presenting these options this fall. Staff is proposing completing an elevation certificate for many of the structures located within the revised floodplain and floodway boundary. The elevation certificate is performed by a surveyor to establish the lowest floor elevation (including the basement) and lowest ground elevation adjacent to the existing structures. There are approximately 100 properties (90 residential and 19 commercial) currently identified to be surveyed. This information will be used in the following ways:

- Improve the accuracy of the preliminary and final floodplain maps to better represent the properties that are truly within the floodplain and those that can proposed to be removed from the floodplain. Current FEMA standards are to base their evaluation on 2’ contours, where the elevation certificate will base info on actual survey date within 0.10’.
- Further optimize the needed improvements within the stream or culverts, etc.
- Assist the City in preparing and submitting a strong grant funding application.

City Staff will be working with the impacted property owners to educate them on the elevation certificate process and to coordinate the needs and timing of the surveys.

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

Agreement

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

Recommendation to Approve Surveying Services Agreement with H.R. Green for the 7<sup>th</sup> Avenue Creek Project in the amount of \$70,400.

*For office use only:*

*Agenda Item Number: 4.c*



**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**CITY OF ST. CHARLES**  
**7<sup>TH</sup> AVENUE CREEK ELEVATION CERTIFICATE**

Prepared for:

Karen Young, P.E., CFM  
Assistant Public Works Director - Engineering  
2 East Main Street  
St. Charles, IL 60174-1984  
Phone: 630.377.4405

Prepared by:

Ajay Jain, P.E., CFM, QRS, Vice President, Practice Leader – Water Resources

HR Green, Inc.  
420 North Front Street  
McHenry, IL 60050  
Phone: 815.759.8331

Project Number 86150238

June 18, 2015

HRGreen.com

Phone 815.385.1778 Fax 815.385.1781 Toll Free 800.728.7805  
420 North Front Street, Suite 100, McHenry, Illinois 60050



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6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS

This **AGREEMENT** is between the City of St. Charles, Illinois (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

## **1.0 PROJECT UNDERSTANDING**

### **1.1 GENERAL**

The City of St Charles has requested the COMPANY to prepare a FEMA Elevation Certificate for approximately 109 properties (90 residential and 19 commercial) lying along the 7<sup>th</sup> Avenue Creek between Tyler Rod and the Fox River. The purpose of the FEMA Elevation Certificate is to assist in the 7<sup>th</sup> Avenue Creek Concept Study currently underway for the purposes of more accurately determining revised floodplain mapping impacts; for optimizing design projects for flood reduction and hence costs; and to coordinating with FEMA any mapping revisions necessary as a result of this information. The Elevation Certificate may further assist the property owners located within the floodplain of the 7<sup>th</sup> Avenue Creek by having the floodplain mapping reflect the true flood risks and hence negotiating an appropriate risk based flood premium with the insurance companies.

## **2.0 SCOPE OF SERVICES**

The CLIENT agrees to employ COMPANY to perform the following tasks:

### **2.1 SURVEYING SERVICES**

Task 1 – Perform research of existing local benchmarks and coordinate with the CLIENT to acquire owner names and addresses included in this project.

Task 2 – COMPANY will perform a level loop along the included properties from a known accepted NAVD88 benchmark to establish the elevations required for the FEMA Elevation Certificates. The benchmark will be correlated to the benchmark used by FEMA for cross-section surveys along the 7<sup>th</sup> Avenue Creek.

Task 3 – COMPANY will coordinate with the CLIENT to schedule site visits. It is preferred that the COMPANY is allowed to perform the survey of the outside measurements and photos during one visit. This visit will require access to the front and rear yards. The second site visit will require access to the properties' basement or crawlspace. The CLIENT will coordinate with the residents to schedule this access.

Task 4 – COMPANY will perform the survey field work to measure the finish floor elevation, attached garage floor elevation, lowest adjacent grade, highest adjacent grade, distance to lowest floor elevation and other survey items required in the 2012 FEMA Elevation Certificate. For properties that have property lines at the border of the limits of the proposed floodplain, a limited survey along the lot line will be performed to determine grades at the lot line. Survey will include notes regarding the lowest machinery/equipment elevation, flood openings as shown by CLIENT or resident and digital photos of the North, South, East and West views.

Task 5 – COMPANY will prepare a current FEMA Elevation Certificate for the 109 properties described above.

### **3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT**

The following deliverables are anticipated and included in the scope:

COMPANY will provide two (2) paper copies and a PDF copy of the Elevation Certificate signed and sealed by an Illinois Professional Land Surveyor.

It is anticipated that the survey work will be completed in 2-months from the date of Notice to Proceed. The schedule also assumes that the City is able to distribute notifications and obtain access to properties (inside and outside) within 30-days from the Notice to Proceed.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

### **4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES**

The following items are not included as part of this agreement:

1. A detailed topographic lot survey.
2. Plat of Survey or ALTA survey.
3. Research, identification and survey of and/or establishment of property pins.
4. Archaeological and other environmental surveys
5. Permitting

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

### **5.0 SERVICES BY OTHERS**

None

### **6.0 CLIENT RESPONSIBILITIES**

The following items are required from the client:

1. Provide owner name and addresses for each property.
2. Contact each property representative to schedule access.
3. Provide access to the properties on two occasions.

### **7.0 PROFESSIONAL SERVICES FEE**

#### **7.1 Fees**

The fee for services will be based on a fixed fee of \$550/each for residential property/structure survey and elevation certificate and \$1,100/each for commercial property/structure survey and elevation certificate.

## 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

## 7.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

## 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

## 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

On a Fixed Fee Basis for per residential and per commercial structure survey with a Not to Exceed Fee of **\$70,400.00**.

The fee is based on a fixed fee of \$550/each for residential property/structure survey and elevation certificate and \$1,100/each for commercial property/structure survey and elevation certificate.

It is understood that certain properties may not be willing to allow access to their properties and hence the scope of survey may need to be reduced by the City. The COMPANY shall equitably adjust (on a per residential or per commercial property/structure cost) the upper limit of the contract should the number of property surveys be reduced.

## 8.0 TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into this AGREEMENT and /made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

### 8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services

performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY or the CLIENT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.14 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of CLIENT. COMPANY shall have the right to maintain copies of all documents provided to the CLIENT.

8.15 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

8.16 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies,

ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.17 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.18 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.19 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the

COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

#### 8.20 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.21 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.22 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.23 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.24 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.25 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Scott Marquardt, P.E.  
Client Service Manager

Ajay Jain, P.E.  
Vice President, Practice Leader - Water Resources

CITY OF ST. CHARLES

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to Approve Construction Engineering Services Agreement with Trotter and Associates, Inc. for the North Tyler Road Resurfacing Project

Presenter: Karen Young

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 06.22.2015
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	\$53,296	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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**Executive Summary:**

The North Tyler Road Watermain project with Martam Construction was approved at the May, 2015 Government Services Committee Meeting. This approval is for the Phase 3 Construction Engineering services for the inspection work during construction. Staff selected Trotter and Associates, Inc. to submit a request for proposal for this project and negotiated a fee for this work in the amount of \$53,296. Staff is currently working with Trotter and Associates, Inc. on the North 5<sup>th</sup> Avenue Watermain project.

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

None.

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

Recommendation to Approve Construction Engineering Services Agreement in the amount of \$53,296 with Trotter and Associates, Inc. for the North Tyler Road Watermain Project.

*For office use only:*

*Agenda Item Number: 4.d*

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>	
	Title:	Recommendation to Approve an Intergovernmental Agreement for Route Maintenance of State Routes with the Illinois Department of Transportation from July 1, 2015 to June 30, 2025
	Presenter:	Karen Young

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 06.22.2015
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	N/A	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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**Executive Summary:**

The current Intergovernmental Master Agreement for Routine Maintenance of State Routes with the Illinois Department of Transportation is set to expire on June 30, 2015. Attached is the updated Master Intergovernmental Agreement for July 1, 2015 to June 30, 2025. This is the same contract language as in the previous agreement which specifies the responsibilities of both the City and also IDOT. In summary the City is responsible for the following roadway maintenance for the sections called out in the agreement:

- routine surface and pothole repairs
- temporary full depth patching
- removing expansion bumps on bituminous surfaces
- sealing cracks and joints
- cleaning
- picking up litter
- controlling snow and ice

The City is also responsible for the median maintenance for the sections called out in the agreement including sweeping, picking up litter, mowing and repairing surfaces. The breakdown in costs IDOT will be paying for under this maintenance agreement are as shown in the attached agreement. The total compensation paid by IDOT for this first fiscal year is noted as \$58,319.00. Staff identified some deficiencies in the traffic data, which is used to calculate the reimbursement costs. IDOT is working to modify this information and will provide an updated agreement with the new costs for the City Council approval on July 6th. Each year the amount of compensation is calculated based on the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record. The City is reimbursed quarterly.

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

Draft Intergovernmental Agreement for Routine Maintenance of State Routes with IDOT.

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

Recommendation to Approve Intergovernmental Agreement for Route Maintenance of State Routes with the Illinois Department of Transportation from July 1, 2015 to June 30, 2025

<i>For office use only:</i>	<i>Agenda Item Number: 4.e</i>
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Governmental Body Name <b>City of St. Charles</b>			
Address 2 East Main Street			
City, State, Zip St. Charles, Illinois 60174			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number (630) 377-4400	Fax Number None	FEIN/TIN 30-0007640-40	DUNS NA
Brief Description of Service (full description specified in Part 5) Routine maintenance of State routes.			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: July 01, 2015
Total Compensation Amount \$670,000 Estimate		Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2025

**REQUIRED SIGNATURES**

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

_____ (Name and Title of Authorized Representative)	_____ (Signature of Authorized Representative )	_____ Date
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**FOR THE DEPARTMENT:**

_____ Aaron A. Weatherholt, Deputy Director, Division of Highways	_____ Date	_____ William M. Barnes, Chief Counsel (Approved as to form)	_____ Date
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By:

_____ Omer M. Osman, P.E., Director, Division of Highways & Chief Engineer	_____ Date	_____ Jim J. Ofcarcik, Interim Chief Financial Officer	_____ Date
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By:

_____ By:	_____ Date	_____ Randall S. Blankenhorn, Acting Secretary of Transportation	_____ Date
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By:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**INTERGOVERNMENTAL AGREEMENT  
FOR  
ROUTINE MAINTENANCE OF STATE ROUTES**

This Agreement is by and between

**City of St. Charles**

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

2 East Main Street

St. Charles, IL 60174

Attn: Mark Koenen

Email: [mkoenen@stcharlesil.gov](mailto:mkoenen@stcharlesil.gov)

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.



Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification



**PART 1  
SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **July 01, 2015** to **June 30, 2025**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.

**PART 2**  
**GENERAL PROVISIONS**

**A. Changes.** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

**B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**C. Availability of Appropriation.** This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

**D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

**E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

**F. Cost Category Transfer Request.** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

**G. Subcontracting/Procurement Procedures/Employment of Department Personnel**

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL

BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons that are employed by the DEPARTMENT for any work required by the terms of this Agreement while they are still employed by the DEPARTMENT.

### **PART 3 FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

### **PART 4 SPECIFIC PROVISIONS**

**A. Invoices.** Invoices submitted by the GOVERNMENTAL BODY will be based on the approved annual lump sum amount for completion of Part 5, Scope of Services and as described in Part 6, Compensation for Services. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed as determined by the DEPARTMENT, the DEPARTMENT will advise the municipality of the deficiencies to be corrected before invoicing will be authorized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation  
District 1,  
Attn.: Operations Supervisor  
38 W 027 Route 38  
St. Charles, IL 60175

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

**B. Billing and Payment.** All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

**C. Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT or the GOVERNMENTAL BODY may terminate the Agreement by giving the other party ninety (90) days written notice.

**D. Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

**E. Ownership of Documents/Title to Work.** [Not Applicable To This Agreement]

**F. Software.** [Not Applicable To This Agreement]

**G. Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

**H. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

**I. Travel Expenses.** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.

**J. Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

**K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

**L. Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of St. Charles

Taxpayer Identification Number: 30-0007640-40

Legal Status (check one):

Tax-exempt

Government

Nonresident Alien

Other \_\_\_\_\_

**M. International Boycott.** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**N. Forced Labor.** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

## PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

- A. The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENTS jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A:

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be reduced to writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by \_\_\_\_\_ on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. However, the parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations provided the change in amount of total payments is less than 10%.

- B. Maintenance Requirements. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following routine services, as necessary:
- routine surface and pothole repairs
  - temporary full depth patching;
  - removing expansion bumps on bituminous surfaces;
  - sealing cracks and joints;
  - cleaning;
  - picking up litter;
  - controlling snow and ice; and
  - all other routine operational services.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up litter;
- mowing; and
- repairing surface.

- C. Responsibilities. The GOVERNMENTAL BODY agrees to the following:
- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
  - must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
  - must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;

- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

**PART 6  
COMPENSATION FOR SERVICES**

- A. Funding: State Funds (Appropriation Code: 011-49405-4472-0200)      \$670,000 (Estimate) 100% Share
- B. Terms and Conditions:
1. GOVERNMENTAL BODY agrees that total payment for each fiscal year from 2016 through 2025 must not exceed the previous year's total payment **plus** cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;
  2. The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT's Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula – Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet – Municipal Maintenance (Attachment A) under the conditions stated in Section B.1 above;
  3. The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and
  4. The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

**PART 7  
CERTIFICATION REGARDING LOBBYING  
(49 CFR PART 20)  
[NOT APPLICABLE TO THIS AGREEMENT]**

**PART 8**

**AGREEMENT AWARD NOTIFICATION**

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds?     Yes     No

Amount of Federal funds:    None

Federal Project Number:    NA

Name of Project:    State Routes Maintenance Agreement

CFDA Number\*, Federal Agency, Program Title:    NA

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

COMPUTATION SHEET - MUNICIPAL MAINTENANCE  
 For the Period beginning July 1, 2015, ending June 30, 2016

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS		TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	PORTIONS UNDER AGREEMENT				MAINT. ALLOWANCE				
				FROM	TO					LOCATION	LENGTH IN FEET	LANE MILES	ADT/LANE	SOURCE	RATE/LN. MI.	ADJ. FACTOR	ROUTE TOTALS	SUB-TOTALS
1	FA 23	OR	2nd Street (Illinois Route 31)	C. & N.W. R.R.	State	2@24'	S	2@24'	4	Adj. to Median	852	0.65	2238	C-'97	449	5.91	1724.83	
2	FA 23	OR	2nd Street (Illinois Route 31)	State	Main	46'	S	44'	4	Center	698	0.53	2238	C-'97	449	5.91	1406.40	
3	FA 860	17 EXT. RS & N	2nd Street (Illinois Route 31)	Main	Illinois	46'	M	44'	4	Center	719	0.55	2238	C-'97	449	5.91	1459.47	
4	FA 860	17 EXT. RS & N	Geneva (Illinois Route 31)	Illinois	Horne	27'	S	24'	2	Center	3800	1.44	4475	C-'97	574	5.91	4884.97	
5	FAUS 8223	17W & RS	Geneva (Illinois Route 31)	Horne	South Corporate Limits	30'	S-M	26'	2	Center	1802	0.68	4475	C-'97	574	5.91	2306.79	
6	<u>MEDIAN</u> FA 23	OR	2nd Street (Illinois Route 31)	C. & N.W. R.R.	State		S	4'			852	0.16	Curb Median		330	5.91	312.05	
7	FAU 2503	39RS-1(81)	5th Avenue (Illinois Route 25)	Johnor	Fulton	34'	S	34'	2	Full Roadway	3177	1.20	7525	C-'97	651	5.91	4616.89	
8	FAU 2503	39EXT-RS-1 (81)	5th Avenue (Illinois Route 25)	Fulton	Park	34'	S	34'	2	Full Roadway	250	0.10	7525	C-'97	651	5.91	384.74	
9	FAU 2503	39EXT-RS-1 (81)	5th Avenue (Illinois Route 25)	Park	C. & N.W. R.R.	34'	S	34'	2	Full Roadway	448	0.17	7525	C-'97	651	5.91	654.06	
10	FAS 106	39EXT-RVB	5th Avenue (Illinois Route 25)	@ C. & N.W. R.R.		34'	S-M	34'	2	Full Roadway	131	0.05	7525	C-'97	651	5.91	192.37	
11	FAU 2503	39EXT-RS-1 (81)	5th Avenue (Illinois Route 25)	C. & N.W. R.R.	Cedar	34'	S-M	34'	2	Center	271	0.10	7525	C-'97	651	5.91	384.74	
12	<u>MEDIAN</u> FAU 2503	39EXT-W&RS -84	5th Avenue (Illinois Route 25)	Indiana	State		S	12'			1417	0.27	Median		330	5.91	526.58	
13	FAU 2503	39EXT-WRS (84)	5th Avenue (Illinois Route 25)	State	Cedar	36'	S	2@12'	2	Adj. to Median	118	0.05	7525	C-'97	651	5.91	192.37	\$19,046.28

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

COMPUTATION SHEET - MUNICIPAL MAINTENANCE  
 For the Period beginning July 1, 2015, ending June 30, 2016

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS		TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	PORTIONS UNDER AGREEMENT				RATE/LN. MI.	ADJ. FACTOR	MAINT. ALLOWANCE		
				FROM	TO					LOCATION	LENGTH IN FEET	LANE MILES	ADT/LANE			SOURCE	SUB-TOTALS	ROUTE TOTALS
14	FAU 2503	39EXT-WRS (84)	5th Avenue (Illinois Route 25)	Cedar	Main	36'	S	2@12'	2	Adj. to Median	358	0.14	7525	C-'97	651	5.91	538.64	
15	FAU 2503	39EXT-WRS (84)	5th Avenue (Illinois Route 25)	Main	Walnut	48'	S	2@12'	2	Adj. to Median	244	0.09	7525	C-'97	651	5.91	346.27	
16	FAU 2503	39EXT-WRS (84)	5th Avenue (Illinois Route 25)	Walnut	Illinois	36'	S	2@12'	2	Adj. to Median	382	0.15	7525	C-'97	651	5.91	577.11	
17	FAU 2503	52WRS(84)	5th Avenue (Illinois Route 25)	Illinois	Indiana	36'	S	2@12'	2	Adj. to Median	263	0.10	7525	C-'97	651	5.91	384.74	
18	FAU 2503	52RS-1(81)	5th Avenue (Illinois Route 25)	Indiana	Riverside	32'	S	32'	2	Full Roadway	1579	0.60	7525	C-'97	651	5.91	2308.45	
19	FAU 2503	52RS-1(81)	Riverside (Illinois Route 25)	5th Avenue	6th Avenue	32'	S	32'	2	Full Roadway	314	0.12	7525	C-'97	651	5.91	461.69	
20	FAU 2503	46EXT-RS-1 (81)	Riverside (Illinois Route 25)	6th Avenue	Division	30'	S	30'	2	Full Roadway	3250	1.23	7525	C-'97	651	5.91	4732.31	
21	FA 136	(129-130)RS-2	Main (Illinois Route 64)	13th Avenue	7th Avenue	52'	S	52'	4	Full Roadway	1809	1.37	3763	C-'97	538	5.91	4356.02	
22	FA 136	(129-130)RS-2	Main (Illinois Route 64)	7th Avenue	6th Avenue	52'	S	52'	4	Full Roadway	269	0.20	3763	C-'97	538	5.91	635.92	
23	FA 136	(129-130)RS-2	Main (Illinois Route 64)	6th Avenue	5th Avenue	52'	S	52'	4	Full Roadway	155	0.12	3763	C-'97	538	5.91	381.55	
24	FA 17	128RS-1	Main (Illinois Route 64)	5th Avenue	4th Street	56'	S-M	40'	4	Center	2664	2.02	3763	C-'97	538	5.91	6422.75	
25	FA 17	127Z-RS-1	Main (Illinois Route 64)	4th Street	7th Street	52'	S	52'	4	Full Roadway	976	0.74	3763	C-'97	538	5.91	2352.89	\$23,498.34

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

COMPUTATION SHEET - MUNICIPAL MAINTENANCE  
 For the Period beginning July 1, 2015, ending June 30, 2016

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS		TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	PORTIONS UNDER AGREEMENT				RATE/ LN. MI.	ADJ. FACTOR	MAINT. ALLOWANCE			
				FROM	TO					LOCATION	LENGTH IN FEET	LANE MILES	ADT/ LANE			SOURCE	SUB-TOTALS	ROUTE TOTALS	
26	FA 136	127WRS-1	Main (Illinois Route 64)	7th Street	13th Street	2@22'	S	2@22'	4	Full Roadway	2397	1.82	3763	C-'97	538	5.91	5786.84		
27	FA 136	127WRS-1	Main (Illinois Route 64)	@ 13th Street		2@24'	S	2@24'	4	Full Roadway	84	0.06	3763	C-'97	538	5.91	190.77		
28	FA 17	127RS-2(84)	Main (Illinois Route 64)	13th Street	Randall	2@24' 1@10'	S	2@24' 1@10'	5	Full Roadway	2330	2.21	3010	C-'97	501	5.91	6543.61		
29	FA 136	127N	Main (Illinois Route 64)	@ Randall		1@24' 1@36'	S-M	1@24' 1@36'	5	Full Roadway	467	0.44	3010	C-'97	501	5.91	1302.80		
30	<u>MEDIAN</u> ILL 64		Main (Illinois Route 64)	7th	Randall		S	4' V			5278	1.00	Curb Median		330	5.91	1950.30	\$15,774.32	
											TOTALS	18.36	Lane Miles	TOTAL AMOUNT		\$58,319.00			



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Update on Solar Project – For Information Only

Presenter: Tom Bruhl

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 06.22.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

**Executive Summary:**

IMEA staff has proposed to build a solar plant, somewhere within the 32 member communities. St. Charles offered a very detailed proposal to use half of the Legacy Substation Site. IMEA staff, and the IMEA Executive Board, found St. Charles’ proposal to be superior to other proposals, and selected St. Charles as the preliminary site to continue the possible development.

IMEA put a bid package out and more than a dozen vendors showed interest. Bids were opened on June 11. The next step is negotiation with vendor or vendors.

If a viable proposal is offered, the City would then be engaged in negotiations regarding the lease of the property. We would expect the next update on the solar plant in July.

Construction is still anticipated in 2015.

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

None

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

Information Only

*For office use only:* Agenda Item Number: 4.f



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve changes to the scope of the Mowing Maintenance Contract with Cornerstone Horticultural Services Company
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Presenter:	AJ Reineking
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*Please check appropriate box:*

	Government Operations	<input checked="" type="checkbox"/>	Government Services 06.22.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$130,364 (\$24,010 Increase)	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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**Executive Summary:**

Last spring, the Public Services Division issued a Request for Proposal (RFP) to qualified landscape contractors to provide mowing services for the City to more than 170 acres of turf. Cornerstone Partners Horticultural Services Company of St. Charles submitted the lowest qualified pricing and was awarded a three-year mowing contract for work within guidelines of the RFP.

During the first year of the contract, Cornerstone’s bid hourly rate was used to add several parcels to the mowing program. In addition, the original RFP document required “rough” mowed areas to be cut 9 times per year and “very rough” mowed areas 6 times per year. In the spirit of responsive customer service and well-kept aesthetics, the frequency of mowing in these areas was increased to a bi-weekly basis (14 times per year).

In addition, this year the Park District has indicated that they no longer desire to maintain the lawns of Moody Park and Riverside Park, which they have historically mowed and invoiced the City for at the end of the year. Cornerstone has been instructed to maintain these parks at their previously bid hourly rate.

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

Itemized Spreadsheet of Mowing Adjustments

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

Recommendation to approve changes to the scope of the Mowing Maintenance Contract with Cornerstone Horticultural Services Company resulting in a net increase of \$24,000 annually.

<i>For office use only:</i>	<i>Agenda Item Number: 4.g</i>
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2015 Adjustments to Mowing Contract Scope  
 Anticipated Approximately 27 Weeks of Mowing

<b>New Parcels Added From Original Contract</b>	<b>2015 Frequency</b>	<b>Original Annual Cost</b>	<b>2015 Annual Cost</b>	<b>Difference Original to Proposed</b>
Moody & Riverside Parks (Approx. 34 hrs/ month)	Weekly	N/A	\$ 6,616	\$ 6,616
Lynn Street (5 hrs/month)	Weekly	N/A	\$ 938	\$ 938
Dean Street (5 hrs/month)	Weekly	N/A	\$ 938	\$ 938
Rt. 64 Island (3 hrs/month)	Weekly	N/A	\$ 563	\$ 563
Beatrice (3 hrs/month)	Weekly	N/A	\$ 563	\$ 563
7th Street (3 hrs/month)	Weekly	N/A	\$ 563	\$ 563
Illinois Street (3 hrs/month)	Weekly	N/A	\$ 563	\$ 563
Abbey Street (5 hrs/month)	Weekly	N/A	\$ 938	\$ 938
Area 69, 70, 74 (8 hrs/month)	Weekly	N/A	\$ 1,501	\$ 1,501
Rough Mowing Frequency Increase (9 to 14)	Bi-Weekly	\$ 8,082	\$ 12,572	\$ 4,490
Very Rough Mowing Frequency Increase (6 to 14)	Bi-Weekly	\$ 4,752	\$ 11,088	\$ 6,336
<b>Total Contract Adjustment</b>				<b>\$ 24,010</b>



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to Waive the Formal Bid Procedure and Approve a Contract for Pavement Striping with Preform Traffic Control Systems, Ltd.

Presenter: AJ Reineking

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 06.22.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$50,000.00	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 February, Kane County opened bids for pavement striping services for roadways throughout the County. Preform Traffic Control Systems, Ltd. won the bid. The County’s contractor has historically offered the City the same unit pricing based on the County’s striping volume, which has allowed the City to take advantage of economies of scale. Preform Traffic Control Systems has again extended that rate to the City.

In May, IDOT sent the Public Works Department a summary of pavement marking deficiencies on state routes that fall within the City’s maintenance responsibilities. These items will be addressed, along with several local striping projects as part of this contract.

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

Bid Waiver  
 Preform Traffic Control Systems, Ltd Offer Letter  
 IDOT Maintenance Summary Letter

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

Recommendation to waive the formal bid procedure and approve an Agreement with Preform Traffic Control Systems for pavement striping services in an amount not to exceed \$50,000.00.

*For office use only:*

*Agenda Item Number: 4.h*

**REQUEST FOR WAIVING BID PROCEDURE**

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Preform Traffic Control Systems, Ltd.  
625 Richard Lane  
Elk Grove, IL 60007

For the purchase of: Pavement Striping Services

At a total cost not to exceed: \$ 50,000.00

Reason for the request to waive the bid procedure: In February, Kane County opened bids for pavement striping services for roadways throughout the County. Preform Traffic Control Systems, Ltd won the bid and has offered the City the same unit pricing based on the County's striping volume, which has allowed the City to take advantage of economies of scale.

IDOT recently sent the Public Works Department a summary of pavement marking deficiencies on state routes that fall within the City's maintenance responsibilities. These items will be addressed, along with several local striping projects as part of this contract.

Other Quotations Received: None

Date: 06/22/2015

Requested by: \_\_\_\_\_

Department Director: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

Committee Chairman: \_\_\_\_\_

**THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.**



# preform traffic control systems, ltd.

625 Richard Lane • Elk Grove, IL 60007 • Phone (847) 718-0041 • Fax (847) 718-0049

March 12, 2015

City of St. Charles  
Attn: John Lochbaum  
2 E. Main Street  
St. Charles, IL 60174

**Re: Paint Pavement Markings – 2015  
Kane County Division of Transportation  
Section 15-00000-04-GM**

Dear John:

On Wednesday, February 4, 2015, the County opened bids for the 2015 Paint Pavement Marking Program. We were the low bidder and have been awarded the contract. We will honor all awarded contract unit prices, to all Kane County Township, Municipal and other local government agencies. Attached is a Roads & Limits form to be used when requesting work to be performed. Listed below are the contract unit prices:

Item No.	Items	Unit	Unit Price
1	Paint Pavement Marking - Line, 4"	FOOT	0.095
2	Paint Pavement Marking - Line, 6"	FOOT	0.45
3	Paint Pavement Marking - Line, 8"	FOOT	0.18
4	Paint Pavement Marking - Line, 12"	FOOT	1.35
5	Paint Pavement Marking - Line, 24"	FOOT	1.88
6	Paint Pavement Marking - Letters & Symbols	SQ FT	1.88
7	Paint Pavement Marking – Medians	SQ FT	1.35
8	Removal	FOOT	2.50

Sincerely,

Timothy M. Campion

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

TMC/md  
attachment

TOTAL CAPABILITY: Airfield and Highway Safety Markings



# Illinois Department of Transportation

Division of Highways / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois / 60196-1096  
Telephone 847/705-4000

LOCAL: St. Charles

May 19, 2015

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

Dear Mr. Suhr:

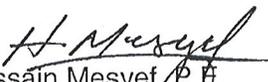
The attached summary sheet indicates where stop bars and crosswalks need to be repainted. Your agency is responsible for the painting of crosswalks and stop bars. This letter will serve as authorization to allow your agency to mark all crosswalks and stop bars, if applicable, across State routes at the listed designated crossings. These markings should be in accordance with the Manual on Uniform Traffic Control Devices. Where applicable, the stop bar should be installed 4' in advance of and parallel to the nearest crosswalk. Proper temporary traffic control and signing in accordance with Standards 701501, 701606, and 701701 should be in effect while performing this work.

The fabrication, erection, and maintenance of all signing on State routes are the responsibility of this Department. We have reviewed all such signing related to the subject crossing. If there are questions concerning the signing at the designated crossings or if there are any designated crossings that are not listed on the attached summary sheet, please contact our Pedestrian Safety Engineer, Mr. Jim Stoner, at 847-705-4152.

Thank you for your assistance in assuring pedestrian safety. If you have any questions regarding this matter, please contact Mr. Stoner.

Very truly yours,

John Fortmann, P.E.  
Deputy Director of Highways,  
Region One Engineer

By:   
Hussain Mesyef, P.E.  
Traffic Operations Engineer

Attachments

**CITY OF ST. CHARLES**

<b>EXISTING DESIGNATED SCHOOL CROSSINGS</b>	<b>CROSSWALKS</b>	<b>STOP BARS</b>
IL 64 at 7 <sup>th</sup> St. (T.S.)	Repaint	Repaint
IL 64 at 5 <sup>th</sup> St.	Repaint	N/A

<b>EXISTING PEDESTRIAN CROSSINGS</b>	<b>CROSSWALKS</b>	<b>STOP BARS</b>
IL 31 at State St.	Repaint	N/A (Flashing Signs)
IL 31 at Cedar St.	Repaint	N/A (Flashing Signs)
IL 25 at South Ave.	Repaint	N/A (Trim Trees)
IL 25 at Fulton Ave.	Touch up	N/A

<b>EXISTING BICYCLE CROSSINGS</b>	<b>CROSSWALKS</b>	<b>STOP BARS</b>
IL 31 at Roosevelt St.	Repaint	N/A
IL 25 at Moore (trim trees – west side)	Repaint	N/A
IL 25 at Devereaux Way	Repaint	N/A



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to Issue Purchase Order to P&M Sewer & Water for Annual Bolt Replacement Program for Fiscal Year 2015/2016

Presenter: John Lamb

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 06.22.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$62,000	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The Government Services Committee and City Council approved this multi-year contract last year. Staff went out to bid for this service last year and P&M Sewer & Water was the lowest bidder.

Staff is requesting approval to issue a purchase order in the amount of \$62,000 for services in FY2015/16 which is the budgeted amount.

Fasteners and bolts installed on water mains, along with valves and hydrants experience corrosion, which may cause failures of the distribution system and emergency disruption of service to customers. Water Division staff does not replace these bolts in house due to time constraints and therefore utilizes an outside contractor.

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

None.

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

Recommendation to issue purchase order for P&M Sewer & Water for Annual Bolt Replacement Program in the amount of \$62,000 for Fiscal Year 2015/2016 and FY 2016/2017 and FY2017/18 pending approval of respective Fiscal Year budgets and a resolution authorizing the Mayor and Clerk to execute same.

*For office use only:* Agenda Item Number: 4.i