

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADMINISTRATIVE**
 - a. Electric Reliability Report – Information only.
- 4. PUBLIC WORKS DEPARTMENT**
 - a. Presentation of 7th Avenue Creek Project – Information only.
 - b. Recommendation to award the Bid for Well #8 Booster Station and Well #9 Roof Replacements to Malcor Roofing of Illinois, Inc.
 - c. Recommendation to approve Solar Siting Agreement and Easement with IMEA.
 - d. Recommendation to approve Engineering Contract with Engineering Enterprises Inc. for a Capacity, Management, Operation and Maintenance Plan.
 - e. Presentation of Phosphorus Removal Project at Main Wastewater Treatment Plant – Information only.
 - f. Recommendation to approve Change Order No. 2 with Martam Construction for Services related to the North 5th Avenue Watermain Replacement Project.
 - g. Recommendation to approve Change Order No. 1 with Trotter & Associates for Services related to the North 5th Avenue Watermain Replacement Project.

5. POLICE DEPARTMENT

- a. Recommendation to approve Street and Parking Lot Closures for the 2016 Peapod Sly Fox Half Marathon.
- b. Recommendation to approve School Resource Officer Agreement for School Year 2015-2016.

6. ADDITIONAL BUSINESS

7. EXECUTIVE SESSION

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

8. ADJOURNMENT



AGENDA ITEM EXECUTIVE SUMMARY

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 10.26.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

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

Executive Summary:

For information only.

Attachments: *(please list)*

*September 2015 Outage Report

Recommendation / Suggested Action *(briefly explain):*

For information only.

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

**City of St. Charles
September 2015 Outages**

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	9/1/2015	10:09 AM	0	SE quadrant bounded by Kirk Road, RR tracks, Kautz Road, Illinois Ave	533	Bird contact with arrester at capacitor bank by Ark Technologies	38	0	Animal	Bird
2	9/6/2015	2:35 PM	0	SW quadrant	56931	Loss of Com Ed L56931 - broken cross arm on 138kV.	2795	0	ComEd	L56931
2	9/6/2015	2:35 PM	0	Circuit 214 customers temporarily switched to 622 for Hendrix job, experienced L56931 outage.	214	Loss of Com Ed L56931 - broken cross arm on 138kV.	200	0	ComEd	L56931
3	9/10/2015	2:00 AM	800	Rt. 25 N. of Country Club, Woods of Fox Glen Dr., Persimmon Dr. & Hampton Crse.	314	Motor vehicle accident on Route 25 north of Country Club. Car took out switch pole.	120	96,000	Others	Vehicle
4	9/12/2015	9:35 PM	75	320 Persimmon Dr.	316	Underground service fault.	1	75	Equipment	Service
5	9/17/2015	4:15 PM	0	Along tracks from Stone Dr. to Kautz Rd.	513	Lightning Strike	42	0	Weather	Lightning
5	9/17/2015	4:45 PM	87	3730 & 3740 Stern Ave.	513	Lightning Strike into small cable loop caused fuses to blow on poles	2	174	Weather	Lightning
6	9/23/2015	8:45 AM	0	SW quadrant	L56931	ComEd momentary outage - problem on 12kV circuit on poles underneath the 34 circuit caused arrester failure on the 34kV line.	2795	0	ComEd	L56931
6	9/23/2015	8:45 AM	0	Circuit 214 customers temporarily switched to 622 for Hendrix job, experienced L56931 outage.	214	ComEd momentary outage - problem on 12kV circuit on poles underneath the 34 circuit caused arrester failure on the 34kV line.	200	0	ComEd	L56931
						Total of Interrupted Minutes		96,249		
						Total of Interrupted Minutes				
						Total SAIDI*		6.239		
						Total of ComEd Interrupted Minutes				
						Total SAIDI without ComEd		0.000		
						*System Average Interruption Duration Index (SAIDI)				



AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of 7th Avenue Creek Project – Information only

Presenter: Karen Young

Please check appropriate box:

	Government Operations	X	Government Services 10.26.15
	Planning & Development		City Council

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

Executive Summary:

Presentation on 7th Avenue Creek Project.

Attachments: *(please list)*

None.

Recommendation / Suggested Action *(briefly explain):*

Information only.

For office use only:

Agenda Item Number: 4.a



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to award the Bid for Well #8 Booster Station and Well #9 Roof Replacements to Malcor Roofing of Illinois, Inc.

Presenter: AJ Reineking

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 10.26.2015
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$91,500.00	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

On October 6th the City of St. Charles publicly opened and read aloud the bids received for Roof Replacements at the Well #8 Booster Station and Well #9.

The roofing assemblies over the flat concrete deck roofs at Well #8 Booster Station (450 37th Ave.) and Well #9 (5N061 Rt. 25) have deteriorated and reached the end of their useful service life. The roofs are presently not water tight and are in need of replacement.

The City received four bids for this project with Malcor Roofing of Illinois, Inc. of St. Charles being the lowest responsive and responsible bidder. Malcor Roofing of Illinois, Inc. has performed numerous commercial and industrial roofing projects throughout the Chicagoland area.

Attachments: *(please list)*

* Bid Tabulation * Malcor Proposal Document

Recommendation / Suggested Action *(briefly explain):*

Recommendation to award the bid for Well #8 Booster Station and Well #9 Roof Replacements to Malcor Roofing of Illinois, Inc. in the amount of \$91,500.

For office use only:

Agenda Item Number: 4.b

BID TABULATION

Pump 8 & Well 9 Roof Replacements

6-Oct-15

	Total Bid
Malcore Roofing of Illionois St. Charles, IL	\$ 91,500.00
G.E. Riddiford Co. Inc Arlington Heights, IL	\$ 129,800.00
Combined Roofing Services, LLC West Chicago, IL	\$ 129,800.00
*DCG Roofing Solutions, Inc. Des Plaines, IL	\$ 139,900.00

*Did not attend mandatory pre-bid meeting

SECTION IV

PROPOSAL FORM

I propose to furnish the City of St. Charles Pump 8 & Well 9 Roof-2015 described in the preceding section, in accordance with the attached conditions and specifications for the unit cost of \$ N/A /EA.

TOTAL COST \$ 91,500.⁰⁰ Ninety one thousand five hundred & 0/100

UNIT COST IF CITY PAYS WITHIN 5 DAYS UPON RECEIPT/ACCEPTANCE
\$ NOT APPLICABLE /EA

TOTAL COST (IF PAID WITHIN 5 DAYS): \$ NOT APPLICABLE /EA

ALL PRICES ARE FIRM WITH NO ESCALATOR.

By submission of this bid I certify that the bid has been arrived at independently and has been submitted without collusion with any vendor of materials, supplies, or equipment of the type described in the preceding section.

Shipment can be made F.O.B. City of St. Charles 2 weeks weeks after receipt of Purchase Order.

MANUFACTURER/MODEL #: N/A

MALLOR Roofing of ILLINOIS, Inc

COMPANY

1850 Dean St. PO Box 941

ADDRESS

St. Charles, IL 60174

CITY, STATE, ZIP

630-896-6479

TELEPHONE



SIGNATURE OF AUTHORIZED AGENT

MSW:cjb

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc (bidder) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Ch. 65, Sec. 11-42.1-1, Illinois Compiled Statutes.

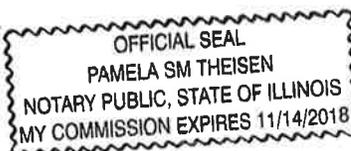
Malcor Roofing of IL, Inc / Jason Doran
Name of Bidder

By: Jason Doran

State of ILLINOIS,
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October 2015.

Pamela M Theisen
Notary Public



**CERTIFICATE OF NON-DISQUALIFICATION
UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc
_____ (bidder) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

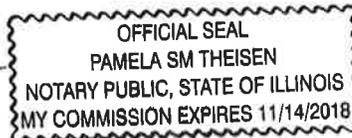
Malcor Roofing of IL, Inc. / Jason Down
Name of Bidder

By: Jason Down

State of ILLINOIS),
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October, 2015.

Pamela S. Theisen
Notary Public



NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33E-11 (b).

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc _____ (bidder) shall comply with all local, state and federal safety standards.

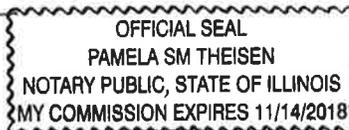
Malcor Roofing of IL, Inc. / Jason Doran
Name of Bidder

By: Jason Doran

State of ILLINOIS),
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October, 2015.

Pamela S. Theisen
Notary Public



**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St.
Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc
_____ (bidder) complies with the Illinois Human Rights Act as
amended by Section 2-105, Public Act 87-1257 in relation to employment and human
rights.

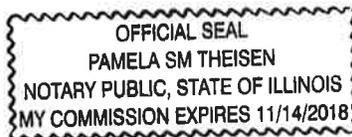
Malcor Roofing of IL, Inc. / Jason Doran
Name of Bidder

By: Jason Doran

State of ILLINOIS),
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October, 2015.

Pamela S M Theisen
Notary Public



CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

Malcor Roofing of Illinois, Inc
Name of Contractor

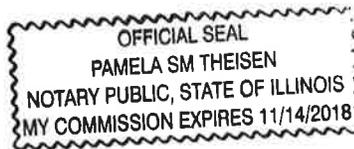
By: *[Signature]*

State of ILLINOIS),
County of Kane) **ss.**

Subscribed and sworn to
before me this 5th day
of October, 2015.

[Signature]
Notary Public

/cjb
Bidders Section II



CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc _____ (bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

Malcor Roofing of IL, Inc. / Jason Doran
Name of Bidder

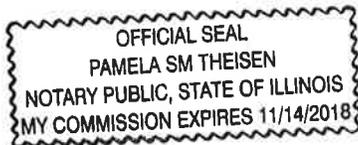
By: Jason Doran

State of ILLINOIS),
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October, 2015.

Pamela S M Theisen
Notary Public

JH:cb
Bidders Section II



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Malcor Roofing of Illinois, Inc.

1850 Dean Street
St. Charles, IL 60174

OWNER:

(Name, legal status and address)

City of St. Charles
2 East Main Street
St. Charles, IL 60174

BOND AMOUNT: 10% of Total Amount Bid Not to exceed:Fifteen Thousand and 00/100 Dollars (\$15,000,00)

SURETY:

(Name, legal status and principal place of business)

American Contractors Indemnity Company
601 S. Figueroa Street, Suite 1600
Los Angeles, CA 90017

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

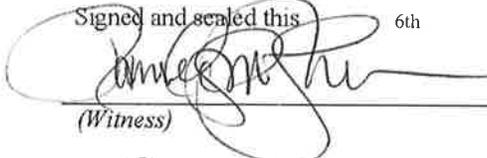
Re-roof; 2 pump stations, St. Charles, IL

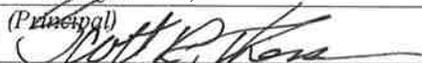
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of October, 2015


(Witness)

Malcor Roofing of Illinois, Inc.
(Principal)  *(Seal)*
(Title) Scott Theisen, President


(Witness)

American Contractors Indemnity Company
(Surety)  *(Seal)*
(Title) Jeremy Crawford, Attorney-In-Fact

Init.

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jeremy Crawford, Michael D. Williams, William J. Neme, Tanya Fukushima, William Gerber
or Lisa Jabas of Golden Valley, Minnesota**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: *[Signature]*
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 6th day of October, 2015

Corporate Seals

Bond No. 1001048124-25
Agency No. 8219

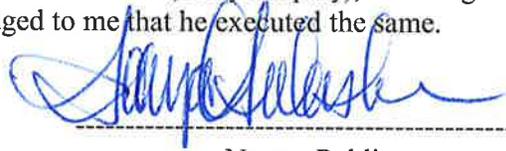


[Signature]
Michael Chalekson, Assistant Secretary

Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 6th day of October , 2015 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **American Contractors Indemnity Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public





AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Solar Siting Agreement and Easement with IMEA

Presenter: Tom Bruhl

Please check appropriate box:

	Government Operations	X	Government Services 10.26.15
	Planning & Development		City Council
	Public Hearing		

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

Executive Summary:

Consistent with our sustainability goals and IMEA’s commitment to a diversified portfolio inclusive of renewable sources, IMEA selected the City of St. Charles to host their first utility scale solar installation. The City’s proposal included siting the plant on property the City purchased for an electric substation within the Legacy Development. The substation site was sized to provide for an upgrade from our current 35kV feed to a 138kV class station. As our current planning forecast does not suggest that 138kV is going to be needed to serve the City’s load in the foreseeable future, using the majority of the site for a solar installation is practical. The agreement between the City and IMEA includes provisions for IMEA to remove the plant in the event that the City desired to build a 138kV station prior to the end of the 20 year agreement. First costs for the City are very minor. The solar site will be fenced, and the City will have no financial obligations for any operations or maintenance inside such fence. The agreement includes public access via website link to real time and historical production data, and physical escorted access upon request. The agreement calls for the City to grant IMEA an easement to use the property. The City Attorney participated in the creation of the agreement and easement documents and is satisfied with the final version of both.

Attachments: *(please list)*

* Solar Siting Agreement with IMEA * Easement

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Solar Siting Agreement and Easement with IMEA and authorization for Mayor and City Clerk to sign and execute same.

<i>For office use only:</i>	<i>Agenda Item Number: 4.c</i>
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GENERATION SITING AND OPERATING AGREEMENT

This Agreement entered into as of the ____ day of _____, 2015, between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the CITY OF ST. CHARLES, ILLINOIS (“City”), a municipal corporation created and existing under the laws of the State of Illinois.

WITNESSETH:

WHEREAS, IMEA is a body politic and corporate, municipal corporation and unit of local government of the State of Illinois created to serve the municipalities in the State that own and/or operate their own municipal electric utilities through joint action to achieve economies and efficiencies in the production and supply of electric energy not possible for municipalities acting alone; the City owns and operates its own municipal electric distribution system and utility; and the City is a Member-owner of IMEA; and

WHEREAS, IMEA has long-term Power Sales Contracts with the City and its other 31 Members to provide all of the electric power and energy required for the operation of the Members’ municipal electric systems; and

WHEREAS, public policy in the country as it relates to the electricity industry is placing great pressure on load serving entities to meet larger portions of their electricity needs with carbon-free renewable generation resources and energy efficiency, including existing and proposed State and Federal legislation and regulations mandating or proposing to mandate minimum renewable resource and energy efficiency standards, and including the EPA’s latest proposed rules that would require reduction in greenhouse gas emissions, commonly referred to as the Clean Power Plan; and

WHEREAS, in furtherance of its obligations under the Power Sales Contracts and to further the national goals and policies of acquiring power supply from carbon-free, renewable resources, IMEA has adopted a solar energy resource program pursuant to which it will sponsor one or more solar generation projects to be located on sites within and to be interconnected with the municipal electric distribution systems of one or more of its Members; and

WHEREAS, the City has offered to host the first solar project under the program and to provide the site identified in this Agreement for installation of a solar generation facility to be interconnected with the City’s distribution system and to provide the electricity therefrom to serve the citizens and businesses of the City on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, the Agency and the Member agree as follows:

1. IMEA shall install, own, operate and maintain, or cause to be installed, owned, operated and maintained, at its expense, a solar generation facility to be connected to the City’s electric

distribution system for use as a source of supply of electricity for the City's citizens and businesses. The form of IMEA's sponsorship on the solar project in St. Charles shall be through the execution of a Power Purchase Agreement ("PPA") with the contractor/supplier finally selected by IMEA to build, own and operate the project. The solar generation facility will consist of photovoltaic panels, inverters and related equipment designed to produce and rated at approximately 500 kW with an Energy Storage System ("ESS") up to 1 MW. The PPA includes an option for IMEA to acquire ownership of the solar generation facility, exclusive of the ESS, in the future.

2. The solar generation facility will be directly interconnected to the City's electric distribution system. The power and energy from solar generation facility will be delivered directly to the City for use by the City's citizens and businesses. This power and energy will be used to supplement IMEA's provision of electricity to meet the City's requirements under the Power Sales Contract. The other attributes associated with the energy produced by the solar generation facility, exclusive of the ESS, including but not limited to capacity, ancillary services and credits associated with the renewable or non-carbon nature of the energy produced, shall be retained by IMEA. Attributes associated with the ESS shall be retained by IMEA's contractor/supplier. IMEA will work with the City and its other Members to determine if a rate or program can be created that would allow the City's retail customers to directly purchase the power and energy or the renewable energy credits from the solar generation facility.

3. The City shall provide a parcel of land to be used as the site of the solar generation facility. The site shall be a portion of Lot 15 of the Legacy Business Center of St. Charles, which is shown in Attachment A hereto. Specifically, the portion of the parcel where the solar generation facility is to be installed and maintained is the south half of the parcel and, subject to a right of reservation by the City as more fully described herein, a portion of the east half of the north half of the parcel, all as identified and depicted on Attachment B hereto. The City shall provide IMEA unrestricted usage of and access to the site for all purposes related to the solar generation facility.

4. Beginning at the end of Year 6 of the PPA, the City shall have the right to compel removal of all or a portion of the solar generation facility as follows:

- a. The City shall have the right to compel removal of the solar generation facility, except the energy storage system portion thereof, from the entire parcel of land if the City requires the land for substation expansion to accommodate a change of delivery voltage from 34.5 kV to 138 kV from the regional transmission provider; provided however, the energy storage system portion of the solar generation facility may be required to be relocated on the parcel, but it shall not be required to be removed from the parcel during the term of this Agreement. The City's right to compel such removal shall be subject to the requirement that it make the payment specified in the following chart as required under the PPA, and IMEA will in turn make such payment to its contractor/supplier to buy out the solar generation facility, excluding the energy storage system, under the PPA:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
6	\$925,968	11	\$612,800	16	\$265,562
7	\$860,244	12	\$543,353	17	\$196,115
8	\$787,232	13	\$473,905	18	\$126,667
9	\$751,696	14	\$404,458	19	\$57,220
10	\$682,248	15	\$335,010	20	\$0.00

If such right is exercised by the City, IMEA shall remove or cause to be removed all portions of the solar generation facility, except the energy storage system, and if required will move or cause the energy storage system to be moved, all at the City's expense and within a commercially reasonable time.

- b. The City shall have the right to compel removal of the solar generation facility to the same extent and subject to the same conditions as (a) above if the plant becomes commercially unviable and IMEA or its contractor/supplier have not taken reasonable steps to repair or otherwise cause the plant to be returned to a commercially viable state. Commercially unviable is defined as a load factor over a 12 month period of less than 1%. Load factor is defined as output from the solar generation facility in kWh for the 12 month period divided by the nameplate rating of the plant in kW multiplied by 8760 hours. Reasonable periods for repairs required as a result of significant damage from events typically understood to be force majeure events shall be excluded from the foregoing.
- c. The City shall have the right to compel removal of the portion of the solar generation facility from the north half of the parcel associated with inverter #22 if the City determines that it requires such additional land for electric utility purposes, including but not limited to initial construction or future expansion of the planned substation to be built on the parcel as illustrated in Attachment B. The City's right to compel such removal shall be subject to the requirement that it make the payment specified in the following chart as required under the PPA, and IMEA will in turn make such payment to its contractor/supplier under the PPA:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
6	\$24,892	11	\$19,318	16	\$13,135
7	\$23,711	12	\$18,076	17	\$11,907
8	\$22,386	13	\$16,836	18	\$10,683
9	\$21,812	14	\$15,599	19	\$9,461
10	\$20,564	15	\$14,366	20	\$8,487

If such right is exercised by the City, IMEA shall remove or cause to be removed all portions of the solar generation facility located on the north half of the parcel that are associated with inverter #22 within a commercially reasonable time.

- 5. The City shall execute an appropriate instrument to grant IMEA an easement to use the property as the site for the solar generation facility. The instrument shall have a reversion clause that automatically terminates the easement rights when the solar generation facility ceases to exist

or is acquired by the City. The instrument shall be in a form and have such provisions as are reasonable and customary in the county for instruments of its type and as shall be mutually agreeable to the parties. Upon execution, the instrument shall be recorded in the land records in the appropriate offices of Kane County, Illinois. The easement shall be granted in exchange for a nominal consideration. The City shall charge no other fee for the use of the site.

6. IMEA shall have the right to grant one or more irrevocable, non-exclusive licenses running with the land for the site to the contractor/supplier selected to build, own and operate the solar generation facility for access to and for the purpose of installing, owning, operating and maintaining, and at appropriate times repairing, replacing and/or removing the solar generation facility and all related equipment on or from the site. IMEA may grant the holder of any such license the right to record a memorandum of license or other appropriate instrument in the land records in the appropriate offices of Kane County, Illinois.

7. IMEA and its contractor/supplier should not be subject to property taxes or other fees, monetary contributions or taxes in lieu of property taxes in connection with the ownership of the solar generation facility or the use of the site. The site was acquired by the City for the public purpose of being used in connection with the provision of electricity to the citizens and businesses of the City as part of its electric utility system, and as such it is tax-exempt. The solar generation facility to be located on the site serves the same public purpose. The City agrees to use its best efforts to keep IMEA and its contractor/supplier from being made subject to any such property related taxes, fees, monetary contributions or taxes in lieu in connection with the ownership of the solar generation facility or the use of the site.

8. The City agrees to take all steps reasonably necessary under applicable building, zoning and other regulations of all local government authorities such that IMEA and/or its contractor/supplier will have the necessary authorizations to install, operate and maintain the solar generation facility.

9. The City will complete the IDNR (Illinois Department of Natural Resources) Ecological Compliance Assessment Tool (EcoCAT) Application for the host site within 15 calendar days of execution of this Agreement to initiate natural resource reviews for:

- a. Illinois Endangered Species Protection Act [520 ILCS 10/11(b)] and Illinois Natural Areas Preservation Act [525 ILCS 30/17] as set forth in procedures under Title 17 Ill. Admin. Code Part 1075.
- b. Interagency Wetland Policy Act of 1989 [20 ILCS 830] as set forth in procedures under Title 17 Ill. Admin. Code Part 1090 when state agencies provide funding (including federal pass-through funding) or technical assistance.

IMEA will reimburse the City up to \$500 for the fee, if any, plus convenience fee costs associated with the EcoCAT application process. This EcoCAT report is necessary for grant funding opportunities and may be required by certain environmental Acts. The City will not be paid by IMEA for its staff or consulting time needed to complete such tasks. The City's obligations under this Agreement are subject to the receipt by IMEA or its contractor/supplier of all necessary permits, approvals and authorizations to install, own, operate and maintain the solar generation

facility, including any necessary variance or similar action with respect to any restriction arising out of the EcoCAT process.

10. IMEA agrees to provide for environmental and other governmental and/or regulatory permitting and approvals, if any, other than that specified in Sections 8 and 9 immediately above, as required by law to install, own, operate and maintain the solar generating facility. IMEA's obligations under this Agreement are subject to the receipt by IMEA or its contractor/supplier of all necessary permits, approvals and authorizations to install, own, operate and maintain the solar generation facility.

11. The City shall not build or allow to be built on the site any structure of any kind that would block access to the sunlight by the solar generation facility or make any alteration to the site that would otherwise adversely affect, cause damage to or interfere with the construction, operation or maintenance of the solar generation facility. The City will enforce its currently effective building, zoning or other land use regulations and restrictions to ensure to the extent possible under such currently effective regulations and restrictions that no construction on or alteration of any adjoining parcels will be allowed to block access to the sunlight by the solar generation facility or that would otherwise interfere with the solar generation facility. The City will not make any changes to its currently effective building, zoning or other land use regulations and restrictions or grant any variance or exception thereto that would allow for any such construction on or alteration of any adjoining parcels. The City shall notify IMEA in a timely manner if it becomes aware of any plans for any such construction on an adjoining parcel. The City will also use its best efforts to encourage the landscape elements and vegetation control on all adjacent properties to be configured so as not to block access to sunlight or otherwise interfere with the solar generation facility.

12. The City shall remove any and all trees from the site in a timely manner in coordination with IMEA and its contractor/supplier. IMEA or its contractor/supplier shall have the right and obligation to maintain all vegetation on the site. The City grants IMEA or its contractor/supplier permission to grade the site, including removal of the existing berm.

13. The City shall install and maintain in accordance with prudent utility practice, at its expense, the necessary equipment to connect the solar generation facility to the City's electric distribution system, which interconnection equipment shall be owned by the City. The City-provided three phase equipment is depicted on Attachment C and shall consist of a 2000 kVA 12.47 kV_{LL} delta – 480 V_{LL} wye grounded step up transformer, high side fuses and load break disconnect switching, low side bidirectional, four quadrant revenue metering (comparable to Elster's Alpha Plus polyphase meter) with SCADA connectivity, and associated high side cabling to extend the City's existing distribution feeder loop to the step up transformer and low side cabling between the step up transformer and the termination point at the solar generation facility 480 V switchgear. IMEA will cause its contractor/supplier to execute an appropriate interconnection agreement with the City.

14. The interconnection point between the solar project and the City's distribution system shall be made an additional Delivery Point for the City under its Power Sales Contract with IMEA and the power and energy delivered to the City from the solar generation facility shall be metered

and billed to the City by IMEA in accordance with the Power Sales Contract. The City shall provide IMEA SCADA access to all output from the revenue metering and, as required, access to single phase 277 VAC power for IMEA SCADA communications at the site.

15. The City shall provide IMEA with access to monitoring points within the City's distribution system section serving the solar facility for the purpose of studying real-time voltage and harmonic conditions as the solar generation facility output and substation regulation and loading vary. Said cooperation would involve reasonable City staff time related to installation of devices on the system, with the exception that such devices would create any safety concerns or limit operational flexibility. IMEA or its contractor/supplier will provide the City with access to a public internet web site displaying real time and historic solar array output data from the solar generation facility, reported in user-defined time intervals. Such web site shall be comparable to the public website currently maintained by IMEA's contractor/supplier for the Milwaukee Public Museum solar facility.

16. The City shall at all times preserve and maintain the interconnection of the solar generation facility to its electric distribution system in accordance with prudent utility practice and shall receive the electricity produced by the solar generation facility into its system. The City shall use its best efforts to cause the interconnection between its electric distribution system and the solar generation facility to be taken off line for no more than a total of forty-eight (48) daylight hours per calendar year. The City shall notify IMEA at least forty-nine (49) hours in advance of the commencement of any scheduled outage and shall use its best efforts to notify IMEA immediately of any unscheduled or emergency outage.

17. If and at such time as IMEA acquires ownership of the solar generation facility, exclusive of the ESS, the City agrees to provide single phase, 277 VAC, minimum 100 Amp electric service at the site for the purpose of serving auxiliary power requirements of the solar generation facility, and IMEA agrees to reimburse City for the cost of said auxiliary power.

18. If and at such time as IMEA acquires ownership of the solar generation facility, exclusive of the ESS, the City agrees to provide or arrange for grounds maintenance for the solar generation facility, and IMEA agrees to reimburse the City for the reasonably incurred costs of doing so.

19. If and at such time as IMEA acquires ownership of the solar generation facility, exclusive of the ESS, the City agrees to provide electric utility personnel to perform routine maintenance and to operate the solar generation facility at IMEA's direction. IMEA agrees to reimburse City for use of municipal utility personnel at City's then current hourly rates of compensation.

20. IMEA agrees to secure or to cause its contractor/supplier to secure the site by installing, at its expense or at the expense of its contractor/supplier, yard lighting, substation quality fencing and lockable gate(s) accessible by IMEA or its contractor/supplier and by City personnel. The City shall notify IMEA prior to entering the solar generating facility for purposes of operating or maintaining the City's utility system, except where there is imminent risk of damage to persons or property. The City shall give IMEA 24 hour notice prior to providing facility access to small

public groups for educational and promotional purposes. Said groups shall be properly escorted and supervised by City utility personnel while in the facility. Notwithstanding the foregoing, no activities shall be allowed at the site that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the operation of the solar generating facility

21. The City shall provide, at its expense, police and fire protection/emergency response for the solar generation facility, including any special training that may be needed for fire response at such a facility. IMEA or its contractor/supplier shall provide such emergency response personnel access to an emergency trip switch for the main low side breaker of the solar generation facility. Access to the emergency trip switch shall be secured by a lock box located immediately outside the facility fence.

22. The City shall notify IMEA immediately if an emergency condition arises regarding or that may affect the solar generation facility. The City shall notify IMEA in a timely manner if it becomes aware of any other risk to, damage, or condition affecting the site or the solar generation facility. IMEA and the City shall designate personnel and establish procedures to allow such notifications at all times, twenty-four (24) hours per day, including weekends and holidays.

23. IMEA agrees to procure and maintain such policies of liability insurance and to cause any third party to which it has granted use rights to procure and maintain such policies of liability insurance as shall be necessary in accordance with prudent utility practice to insure against any claim or claims of damage arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the operation of the solar generation facility at the site. At a minimum, such policies shall include: (a) property insurance on the solar generation facility for the replacement cost thereof; (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (c) employer's liability insurance with coverage of at least \$1,000,000; and (d) workers' compensation insurance as required by law. Beyond any such insurance, IMEA shall not be liable to the City for any damage to the site or any injury or damage occurring on the site in connection with the operation of the solar generation project or otherwise, unless caused by the gross negligence or intentional misconduct of IMEA or its agents. The City agrees to procure and maintain such policies of liability insurance as are commercially reasonable as the owner of the site.

24. The City shall indemnify, defend and hold harmless IMEA and its contractor/supplier from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the site of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by IMEA or its contractor/supplier or any of its contractors or agents. IMEA shall indemnify, defend and hold harmless the City (or IMEA shall cause its contractor/supplier to indemnify, defend and hold harmless the City) from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the site of any Hazardous Substance to the extent deposited, spilled or otherwise caused by IMEA's contractor/supplier or any of its contractors or agents. Each party shall promptly notify the other party if it becomes aware of any Hazardous Substance on or about the site or the parcel generally or any deposit, spill or release of any Hazardous Substance.

25. The PPA requires IMEA to obtain certain acknowledgements and agreements from the City as it relates to the site and the solar generation facility. The solar generation facility is and shall retain its legal status as personal property and shall not attach to or be deemed a part of, or fixture to, the premises. The City shall place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the premises on notice of the ownership of the solar generation facility and its legal status and classification as personal property. If there is at any time during the term of this Agreement any mortgage or fixture filing against the premises which could reasonably be construed as prospectively attaching to the solar generation facility as a fixture of the premises, Purchaser shall provide a disclaimer or release from such lienholder. The City consents to the filing of a disclaimer by IMEA's contractor/supplier of the solar generation facility as a fixture of the premises in the office where real estate records are customarily filed in the jurisdiction where the premises is located. If request by IMEA's contractor/supplier, the City agrees to deliver a non-disturbance agreement between itself and IMEA or between any lienholder and IMEA in a form reasonably acceptable to IMEA's contractor/supplier.

26. Unless otherwise agreed to by IMEA and City, at the end of the initial term, or any extension thereof, IMEA agrees to promptly remove all of its removable equipment from the site or cause the same to be removed and use reasonable efforts to restore the site to its condition prior to installing the solar generation facility.

27. The initial term of this Agreement shall commence upon its execution and continue until the date that is one hundred twenty (120) days following the date of expiration or termination of IMEA's PPA with the contractor/supplier who owns the solar generation facility; provided however, if the power supply portions of the PPA terminate earlier than 20 years after the Commercial Operation Date (as defined in the PPA) because IMEA acquired ownership of the solar generation facility during the term of the PPA, then the initial term of this Agreement shall continue until the date that is twenty years and one hundred twenty days after such Commercial Operation Date. Thereafter, this Agreement shall continue in full force and effect until terminated by one hundred and twenty (120) days written notice from either party. Notwithstanding the foregoing, this Agreement shall terminate if the solar generation facility is removed from the site.

28. If the Power Sales Contract between IMEA and the City expires and is not extended or replaced during the term of the PPA, then the City will accept assignment of the PPA. If at such time IMEA has acquired ownership of the solar generation facility, then ownership of the solar generation facility will be transferred to the City subject to the City paying IMEA an amount equal to the net book value of the facility.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their proper officials, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

ATTEST:

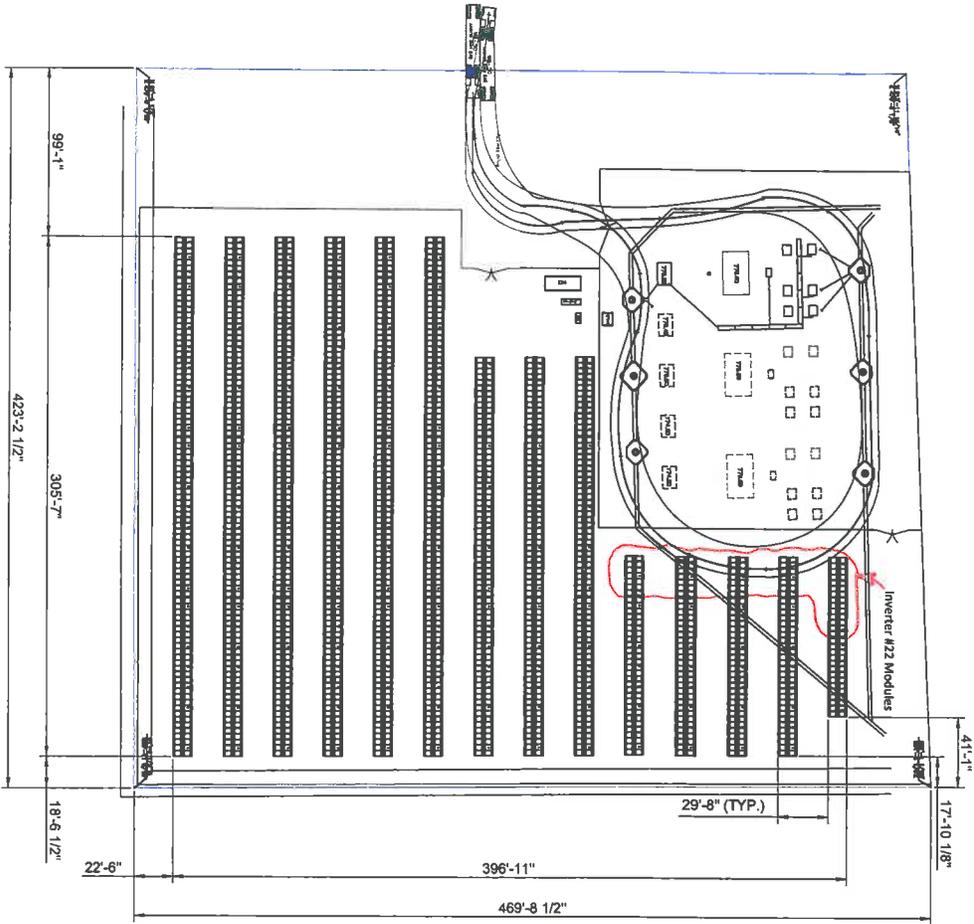
CITY OF ST. CHARLES, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Attachment B
 Solar Project Site Plan
 IMEA/St. Charles Solar Project
 Generation Siting & Operating Agreement



SITE PLAN/ MODULE LAYOUT
 SCALE: 1/8" = 1'-0"
 NORTH

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Applied Energy Technologies
 Engineered Solar Mounting Solutions
 22387 STARKS DRIVE
 CLINTON TOWNSHIP, MI 48036
 588-466-5073 MAIN
 588-466-5074 FAX
 www.AETenergy.com

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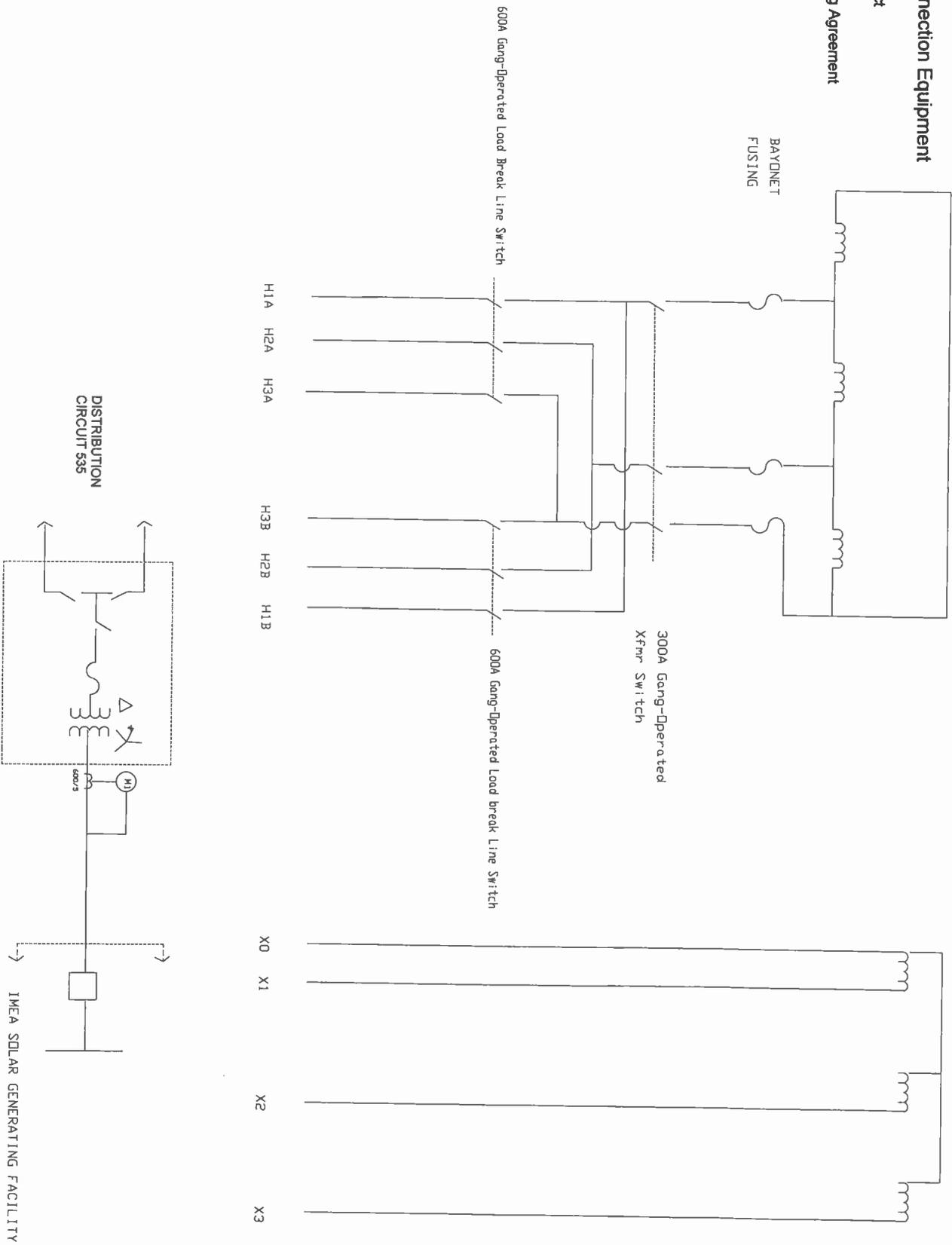
NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
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Attachment C

City Provided Interconnection Equipment

IMEA/St. Charles Solar Project

Generation Siting & Operating Agreement



2000 kVA 12470 Delta
480 Y/277

EASEMENT

This Easement Agreement is entered into this ____ day of ____, 2015 between CITY OF ST. CHARLES, ILLINOIS, hereinafter referred to as the Grantor, and the Illinois Municipal Electric Agency, a municipal corporation and unit of local government, hereinafter referred to as the Grantee.

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows and hereafter referred to as the Parcel:

LOT 15 OF THE LEGACY BUSINESS CENTER OF ST. CHARLES, PURSUANT TO THE PLAT THEREOF RECORDED ON MAY 18, 2006 AS DOCUMENT NUMBER 2006K054480, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

PARCEL NO: 09-36-300-047

B. The Parcel is presently an unimproved industrial lot.

C. The Grantee is a municipal power agency created under and empowered by the Illinois Joint Municipal Electric Power Act.

D. The Grantor is an Illinois municipality that owns and operates its own municipal electric distribution system and utility, and it is a Member-owner of the Grantee. The Grantor wishes to host a solar electric generation facility on the Parcel to be interconnected with the Grantor's distribution system and to provide the electricity therefrom to serve the citizens and businesses of the Grantor.

E. The Grantee wishes to obtain an easement from the Grantor for the purpose of constructing, operating, and maintaining a solar electric generation facility, which will consist of photovoltaic panels, inverters and related equipment and an energy storage system and related equipment, hereinafter referred to as the Facilities, on the Parcel.

F. For the purposes stated above, the Grantor are willing to grant to the Grantee an easement upon, over, under and across and access to that part of the Parcel depicted in Exhibit "A" attached hereto and hereafter referred to as the Easement Parcel:

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **GRANT OF EASEMENT.** The Grantor hereby grant to the Grantee, its successors, assigns, lessees, and/or licensees the perpetual right, privilege, easement and authority, subject to the reversion clause set forth herein, to construct, operate, maintain, repair, replace and remove the Facilities, including but not limited to the necessary support structures, photovoltaic panels, inverters, meters, wires, energy storage facilities, security fencing, communications equipment and any and all other equipment reasonably necessary or convenient for the safe and proper operation and functioning of a solar generation facility, upon, over, under and across the Easement Parcel to form a part of the electric power system to be owned and operated by the Grantee, its successors, assigns, lessees, and/or licensees, together with the right of ingress, egress and access to and from the Easement Parcel in the exercise of the rights granted herein. Hereinafter, the term Grantee shall include Grantee, itself, and/or its successors, assigns, lessees, and licensees

2. **EASEMENT PERPETUAL.** The easement granted hereby shall be a perpetual easement, subject to the reversion clause set forth herein, for ingress and egress upon, over, under, across and for access to and from the Easement Parcel and the Facilities located on the Easement Parcel.

3. **WARRANTIES OF TITLE.** The Grantor warrants that it has good and indefeasible fee simple title to the Easement Parcel, subject only to covenants, easements and restrictions of record.

4. **RIGHT TO CONTROL GROWTH OF TREES, BUSHES AND WEEDS.** The Grantee shall have the right at all times, present and future, to cut, trim, or otherwise control the growth of any and all trees, bushes and weeds growing upon, over or adjacent to the Easement Parcel as may be necessary in the opinion of the Grantee for the installation, construction, operation, maintenance, repair, replacement, reconstruction and ultimately the removal of the Facilities.

5. **LAND USE RESTRICTIONS.** Grantor expressly reserves unto itself the use of the Easement Parcel for its electric utility purposes except to the extent such would interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee. Grantor agrees not to erect any building or structure or create or permit any hazard or obstruction of any kind or character upon said Easement Parcel which may interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee without written consent from the Grantee.

6. **DAMAGE TO PROPERTY.** Any and all damage to the Easement Parcel resulting from the Grantee's construction, operation, maintenance, repair, replacement and/or removal of the Facilities shall be repaired, replaced or reimbursed by the Grantee.

10. GENERATION SITING AND OPERATING AGREEMENT. Grantor and Grantee have executed a Generation Siting and Operating Agreement which governs their respective rights and responsibilities with respect to the Facilities.

11. REVERSION. The easement granted herein is subject to the express condition that when the Easement Parcel ceases to be used by the Grantee as the site of a solar generation facility, or if it shall be abandoned by the Grantee prior to such event, the perpetual right, privilege, easement and authority granted herein shall be forfeit, the easement shall be automatically released and all rights with respect to the Easement Parcel shall revert to the Grantor. Likewise, the easement shall terminate in all respects if the Grantor acquires ownership of the solar generation facility on the Easement Parcel.

12. SUCCESSORS AND ASSIGNS. This Easement Agreement shall be binding upon the successors, assigns, lessees and licensees of each party.

IN WITNESS WHEREOF the duly authorized representative of the Grantor has hereto set his or her hand and the duly authorized representative of the Grantee has set his hand this ____ day of _____, 2015.

CITY OF ST. CHARLES, ILLINOIS

Raymond P. Rogina, Mayor
Grantor

ATTEST:

Nancy Garrison, City Clerk

Accepted:

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

This Instrument Prepared By:

Troy A. Fodor
Vice President & General Counsel
ILLINOIS MUNICIPAL ELECTRIC AGENCY
3400 Conifer Drive
Springfield, Illinois 62711

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, who is personally known to me to be the _____ of the CITY OF ST. CHARLES, ILLINOIS, a municipal corporation and unit of local government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipal corporation, pursuant to authority given by the Board of Directors of said municipal corporation, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

_____ (Seal)
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KEVIN M. GADEN, who is personally known to me to be the PRESIDENT & CEO of the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipal corporation, pursuant to authority given by the Board of Directors of said municipal corporation, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

_____ (Seal)
Notary Public



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Engineering Contract with Engineering Enterprises Inc. for a Capacity, Management, Operation and Maintenance Plan
Presenter:	John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 10.26.15
	Planning & Development		City Council

Estimated Cost:	\$56,174.00	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

In December 2014 the City received a renewal of its EPA Permit for the Main Wastewater Treatment Plant. In addition to standard permit limits there are special conditions that require additional reporting, plant modifications or new regulations, limits. The latest permit has a special condition that requires the City to implement and submit a Capacity, Management, Operation and Maintenance Plan (CMOM).

This plan is required to have a number of measures and activities the City will take to maximize the efficiency and capacity of its sanitary sewer collection system, lift stations and wastewater treatment facilities. It also addresses sanitary sewer overflows, provides an assessment of the system and identifies and prioritizes deficiencies in the system. This requirement was anticipated by staff and budgeted for it in the current year.

Staff sent out six Requests for Qualifications for Professional Services and received three submittals back. A committee of five staff members reviewed the submittals and came to a consensus on selecting the firm of Engineering Enterprises Inc.(EEI). Staff met with representatives of EEI and negotiated a fee of \$56,174.00 for services. This amount is below the budgeted amount of \$60,000.00.

Attachments: *(please list)*

* Professional Services Agreement

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Award Professional Services Agreement to Engineering Enterprises Inc. (EEI) for Capacity, Management, Operations and Maintenance Plan in the amount of \$56,174.00 and a Resolution Authorizing the Mayor and City Clerk to execute same.

For office use only

Agenda Item Number: 4.d

**AGREEMENT FOR CONSULTING ENGINEERING SERVICES
FOR THE WASTEWATER COLLECTION SYSTEM
CAPACITY, MANAGEMENT, OPERATIONS AND MAINTENANCE (CMOM) PLAN**

This Agreement, made this _____ day of _____, 20__ by and between the City of St. Charles, Kane & DuPage Cos., Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the "CITY") and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the "ENGINEER").

In consideration of the mutual covenants and agreements contained in this Agreement, the CITY and the ENGINEER agree, covenant and bind themselves as follows:

1. Services: ENGINEER agrees to perform for the CITY the scope of services described in Attachment A.
2. Direction: The Director of Public Works, or his written designee, shall act as the CITY'S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. Compensation: The work items, estimated staff time, and projected fees for each work item are summarized within Attachment B. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services set forth herein a fixed fee amount of \$56,174.
4. Term: The term of this Agreement shall be active through April 30, 2016, unless otherwise extended through written confirmation by both parties. A detailed schedule for the project is provided as Attachment C.
5. Payment: Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. Termination: This Agreement may be terminated upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. Documents: All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.

8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The CITY:

City of St. Charles
Two East Main Street
St. Charles, IL 60174
Attn: Peter Suhr, Director of Public Works

The ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Attn: Jeffrey W. Freeman, P.E., CFM, LEED AP

9. Waiver: The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be construed as a waiver of any right to enforce any term, covenant, agreement or condition hereto contained.
10. Amendment: No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing by the governing body of the CITY and signed by the ENGINEER.
11. Succession: This Agreement shall ensure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

CITY OF ST. CHARLES:

ENGINEERING ENTERPRISES, INC.:

Mayor

Vice President

ATTEST:

ATTEST:

Title: _____

Administrative Assistant

ATTACHMENT A – SCOPE OF SERVICES
CAPACITY, MANAGEMENT, OPERATIONS AND MAINTENANCE (CMOM) PLAN
City of St. Charles, Kane and DuPage Cos., IL

The Illinois Environmental Protection Agency (IEPA) reissued the City of St. Charles Eastside Wastewater Treatment Facility (WWTF) National Pollutant Discharge Elimination System (NPDES) permit in November 2014. The reissued permit requires the City to prepare a Capacity, Management, Operation and Maintenance (CMOM) Plan for the City's sanitary sewer network and submit it to the IEPA. While the reissued NPDES permit requires the CMOM submittal before December 1, 2015, the City currently is seeking a submittal deadline extension to March 31, 2016. This scope of services and schedule assumes the deadline extension will be granted.

The proposed work items for the development of the CMOM Plan, which is consistent with the Work Plan defined in the September 24, 2015 qualifications submittal for this project, are as follows:

PROJECT FACILITATION & MEETINGS

- 0.1 Project Administration
- 0.2 Project Initiation & Progress Meetings (Total of 4 Project Meetings)

CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE (CMOM) PLAN

- 1.1 Conduct Site Visits To Collection System Facilities (i.e. Lift Stations, Siphon Chambers, Chronic SSO Areas, etc.)
- 1.2 Analyze Existing City GIS Data and Historical Collection System Maintenance and Repair Documentation
- 1.3 Update Collection System Base Map and Inventory Wastewater Collection System
- 1.4 Develop Map Summarizing Sanitary Sewer System Rehabilitation Projects In the Last 10 - 15 Years
- 1.5 Update Lift Station Inventory With Maintenance History
- 1.6 Update Systemwide I/I Historical Evaluation
- 1.7 Inventory & Map Historical Collection System Issues (i.e. System Failures, SSOs, Odor Complaints, Structural Deficiencies etc.)
- 1.8 Document Wastewater System Organizational Structure, Personnel Inventory & Lines of Communication
- 1.9 Document Wastewater System Personnel Training Needs
- 1.10 Document SSO Management & Notification Process (Including Third Party Notice Plan)
- 1.11 Confirm Internal Sanitary Sewer Collection System Issue Tracking Process
- 1.12 Identify Areas For Further Detailed Investigation (i.e. Flow Monitoring, SSES, Modeling, etc.)
- 1.13 Develop/Update List of Existing Collection System Equipment and Spare Parts
- 1.14 Develop/Update Maintenance Plan For System
- 1.15 Develop/Update Maintenance Schedules For Tracking System Maintenance (Pipes, Manholes & Pump Stations)
- 1.16 Develop/Update Emergency Response Plan For a Sanitary Sewer Failure and a Pump Station Failure
- 1.17 Develop Dashboard/Table For Annual CMOM Program Summary & Tracking
- 1.18 Develop Cost Estimates For Implementation and Maintenance of Plan
- 1.19 Review Sanitary Sewer Ordinance & Develop Recommendations For Future Modifications
- 1.20 Report
- 1.21 Attendance At City Council Meeting Where Report Is Presented By City Staff
- 1.22 Report Submittal To IEPA

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

ENGINEERING ENTERPRISES, INC.
CONSULTING ENGINEERS

DATE: 10/20/2015
ENTERED BY: JWF

**ATTACHMENT B:
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES
Capacity, Management, Operation and Maintenance (CMOM) Plan**

City of St. Charles, Kane & DuPage Cos., IL

WORK ITEM NO.	WORK ITEM	ENTITY:				PROJECT ROLE:	EET:				GAS / CAD TECH.	ADMIN.	WORK HOUR SUMM.	COST PER ITEM
		PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	PROJECT ENGINEER		\$175	\$125	\$78	\$78				
0.1	Project Administration	2	6									8	\$ 1,420	
0.2	Project Initiation & Progress Meetings (4 Total)	12	20	16								52	\$ 8,032	
	Project Facilitation Subtotal:	14	26	16								60	\$ 9,462	
CAPACITY, MANAGEMENT, OPERATIONS, AND MAINTENANCE (CMOM) PLAN														
1.1	Conduct Site Visits To Collection System Facilities (i.e. Lift Stations, Siphon Chambers, Chronic SSO Areas, etc.)	8	8	8								24	\$ 3,680	
1.2	Analyze Existing City GIS Data and Historical Collection System Maintenance and Repair Documentation	1	8	8								17	\$ 2,685	
1.3	Update Collection System Base Map and Inventory, Wastewater Collection System	1	2	8						12		23	\$ 3,035	
1.4	Develop Map Summarizing Sanitary Sewer System Rehabilitation Projects in the Last 10 - 15 Years	1	2	12						8		23	\$ 3,035	
1.5	Update Lift Station Inventory With Recent Maintenance History	1	2	6								9	\$ 1,285	
1.6	Update Systemwide I/I Historical Evaluation	1	4	8								13	\$ 1,885	
1.7	Inventory & Map Historical Collection System Issues (i.e. System Failures, SSOs, Odor Complaints, Structural Deficiencies etc.)	1	4	8						8		21	\$ 2,885	
1.8	Document Wastewater System Organizational Structure, Personnel Inventory & Lines of Communication	1	2	4								7	\$ 1,035	
1.9	Document Wastewater System Personnel Training Needs	1	2	2								5	\$ 785	
1.10	Document SSO Management & Notification Process (Including Third Party Notice Plan)	1	4	4								9	\$ 1,385	
1.11	Confirm Internal Sanitary Sewer Collection System Issue Tracking Process	1	2	2								5	\$ 785	
1.12	Identify Areas For Further Detailed Investigation (i.e. Flow Monitoring, SSES, Modeling, etc.)	1	6	4								11	\$ 1,735	
1.13	Develop/Update List of Existing Collection System Equipment and Spare Parts	1	2	2								5	\$ 785	
1.14	Develop/Update Maintenance Plan For System	1	8	12								21	\$ 3,085	
1.15	Develop/Update Maintenance Schedules For Tracking System Maintenance (Pipes, Manholes & Pump Stations)	1	4	8								13	\$ 1,885	
1.16	Develop/Update Emergency Response Plan For a Sanitary Sewer Failure and a Pump Station Failure	1	4	4								9	\$ 1,385	
1.17	Develop Dashboard/Table For Annual CMOM Program Summary & Tracking	2	4	8								14	\$ 2,070	
1.18	Develop Cost Estimates For Implementation and Maintenance of Plan	1	8	8								17	\$ 2,685	
1.19	Review Sanitary Sewer Ordinance & Develop Recommendations For Future Modifications	2	2	4								8	\$ 1,220	
1.20	Report	4	12	32								52	\$ 7,152	
1.21	Attendance At City Council Meeting Where Report is Presented By City Staff	4	4	4								8	\$ 1,440	
1.22	Report Submittal To IEPA		1	1								2	\$ 300	
	CMOM Plan Subtotal:	36	95	153						28		316	\$ 46,222	
PROJECT TOTAL:		50	121	169						28		376	\$ 55,674	

DIRECT EXPENSES	
Printing =	\$ 500
DIRECT EXPENSES =	\$ 500

LABOR EXPENSES	
Engineering Expenses =	\$ 51,550
Drafting & GIS Technician Expenses =	\$ 3,500
Administrative Expenses =	\$ 624
TOTAL LABOR EXPENSES =	\$ 55,674

TOTAL COSTS =	\$ 56,174
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6/14/2015, Contact: 95857501, RGS CMOM Plan/SWManagement B - Fee Estimate/Per Fee Estimate (10/20/15)



Standard Schedule of Charges

January 1, 2015

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$175.00
Project Manager	E-1	\$158.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$146.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$137.00
Project Engineer/Planner/Surveyor	P-4	\$125.00
Senior Engineer/Planner/Surveyor	P-3	\$114.00
Engineer/Planner/Surveyor	P-2	\$105.00
Associate Engineer/Planner/Surveyor	P-1	\$ 94.00
Senior Project Technician II	T-6	\$137.00
Senior Project Technician I	T-5	\$125.00
Project Technician	T-4	\$114.00
Senior Technician	T-3	\$105.00
Technician	T-2	\$ 94.00
Associate Technician	T-1	\$ 82.00
Engineering/Land Surveying Intern	I-1	\$ 78.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$149.00
2 Man Field Crew with Standard Survey Equipment	\$233.00
1 Man Field Crew with RTS or GPS *	\$184.00
2 Man Field Crew with RTS or GPS *	\$268.00
Vehicle for Construction Observation	\$15.00

In-House Scanning and Reproduction

\$0.25/Sq. Ft. (Black & White)
\$1.00/Sq. Ft. (Color)

*RTS = Robotic Total Station / GPS = Global Positioning System

	AGENDA ITEM EXECUTIVE SUMMARY				
	Title:	Presentation of Phosphorus Removal Project at Main Wastewater Treatment Plant – Information Only			
	Presenter:	John Lamb			
<i>Please check appropriate box:</i>					
	Government Operations		X	Government Services 10.26.15	
	Planning & Development			City Council	
Estimated Cost:		Budgeted:	YES		NO
If NO, please explain how item will be funded:					
Executive Summary:					
<p>In December 2014 the City received a renewal of its EPA Permit for the Main Wastewater Treatment Plant. In addition to standard permit limits there are special conditions that require additional reporting, plant modifications or new regulations, limits. The latest permit has a special condition that requires the City to remove phosphorus in the wastewater. This will involve construction and modification of the existing facility.</p> <p>The condition also has a compliance schedule and requires a Feasibility Report to investigate how the phosphorus removal would meet proposed limits and what process would be recommended. Actual construction of the project is to start in May 2017 and be completed June 2018. Design of the project still needs to be done.</p> <p>Staff retained the engineering services of Trotter & Associates to perform the Feasibility Report. The report involved research into different methods of phosphorus removal and extensive modeling of these alternatives. Of all the methods studied two methods were reasonable for consideration. The first method is biological and the second is chemical. The biological process involves more capital improvements; however the chemical process requires higher annual operational costs over the life of the system. Evaluation of both systems over a span of 20 years suggests that the two projects are similar in cost. Also the difference in the debt service of the project is minimal over the same time period.</p> <p>Both amounts were reviewed for potential impact on user rates by Trotter & Associates and the Finance Department. The difference in rates was determined to be minimal. Several meetings were held with Trotter, Public Works, Finance and the City Administrator to discuss financial and non-financial factors of the alternatives. A matrix was developed scoring eighteen of these factors. The results of this matrix favored the biological process over the chemical process by 56 points.</p> <p>In conclusion, the recommendation of staff is to implement the biological process. Although this process has higher costs up front it is still both a fiscally and environmentally responsible decision. The project would be budgeted in the 2016/17 Fiscal Year and would be funded through an Illinois EPA Low Interest Loan.</p>					
Attachments: <i>(please list)</i>					
None					
Recommendation / Suggested Action <i>(briefly explain):</i>					
For information only.					
<i>For office use only</i>		<i>Agenda Item Number: 4.e</i>			



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Change Order No. 2 with Martam Construction for Services Related to the North 5 th Avenue Water Main Replacement Project
Presenter:	John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 10.26.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$46,712.00	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Staff is requesting approval of Change Order No. 2 in the amount of \$46,712.00 for the North 5th Avenue Water Main Project. Change Order No. 1 was approved by staff in the amount of \$21,394.33.

This Change Order is for the work is itemized on the attachment titled Summary of Change Order No. 2. There are four items listed that total the \$46,712.00. These items are; reconfigurations of piping at a two points due to field changes, an additional hook-up to the St. Charles Country Club that was not on City GIS or original plans and an item was not included in the original contract. There are two deductions totaling \$18,000.00.

The Change Order amount will be taken out of project contingency funds and will be included in the low interest loan funding the project.

Attachments: *(please list)*

* Change Order No. 2

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Change Order No. 2 to Martam Construction for the North 5th Avenue Water Main Project in the amount of \$46,712.00 and a Resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

<i>For office use only:</i>	<i>Agenda Item Number: 4.f</i>
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CHANGE ORDER NO. 2

Date: October 13, 2015 Date of Agreement: April 8, 2015

Project: City of St. Charles
N. 5th Avenue Watermain Improvements

Job Number: STC-085

Owner: City of St. Charles Contractor: Martam Construction, Inc.
2 East Main Street 1200 Gasket Drive
St. Charles, Illinois 60174 Elgin, Il. 60120

The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Requests (CMR's) #5, #7, #9, and #10

Justification: See attached Contract Modification Requests (CMR's).

Original Contract Price	\$2,677,753.00
Amount of Previous Change Order(s)	\$21,394.33
Current Contract Price adjusted by Previous Change Order(s)	\$2,699,147.33
Change in Contract Price Due to this Change Order	\$46,712.00
Contract Price Including this Change Order	\$2,745,859.33

Original Contract Completion	8/15/2015
Previous Changes to Contract Time	0 Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	0 Calendar Days
Change to Contract Time Due to this Change Order	0 Calendar Days
Contract Time Including this Change Order	0 Calendar Days

Approvals:

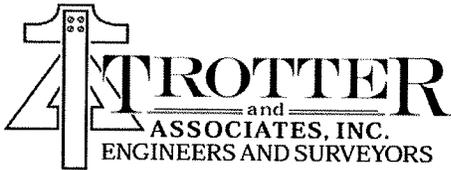
Requested by: _____ Recommended by: _____
Lou Arrigoni, P.E. John Lamb
Project Manager Environmental Services Mgr.
Trotter and Associates, Inc. City of St. Charles

Ordered by: _____ Accepted by: _____
Hon. Raymond Rogina Jerry Kutravatz
Mayor Corporate Secretary
City of St. Charles Martam Construction, Inc.

10/14/2015

Change Order No. 2

Trotter and Associates, Inc.
STC-085



**City of St. Charles - N. 5th Avenue Watermain Replacement
Summary of Change Order #2**

CMR No.	Description	Amount	Days
5	Pavement Striping	\$ 7,860.00	0
7	Golf Course Shed Connection	\$ 44,504.00	0
9	North Avenue Reconfiguration	\$ 3,342.00	0
10	Service Connection at Sta. 1+34	\$ 9,006.00	0
	Temporary Pavement Patching	\$ (6,000.00)	0
	Testing of Rejected Soils	\$ (12,000.00)	0
TOTAL FOR CHANGE ORDER #2		\$ 46,712.00	0

Original Contract Price	\$ 2,677,753.00
Previous Change Orders	\$ 21,394.33
Current Contract Price adjusted by Previous Change Orders	\$ 2,699,147.33
Contract Price due to this Change Order will be adjusted by	\$ 46,712.00
Contract Price including this Change Order	\$ 2,745,859.33

	Substantial Completion	Final Completion
Original Completion Dates	Aug. 1, 2015	Aug. 15, 2015
Previous Contract Time Adjustment	0	0
Current Completion Dates adjusted by Previous Change Orders	Aug. 1, 2015	Aug. 15, 2015
Contract Time due to this Change Order to be Adjusted by	0	0
Completion Dates including this Change Order	Aug. 1, 2015	Aug. 15, 2015



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Change Order No. 1 with Trotter & Associates for Services Related to the North 5th Avenue Water Main Replacement Project

Presenter: John Lamb

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 10.26.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$230,097.75	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> X
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If NO, please explain how item will be funded:

Budget addition for additional fees.

Executive Summary:

Due to construction delays with the North 5th Avenue Water Main project Trotter & Associates, Inc. (TAI), the consulting engineer, has requested a change order for additional construction engineering fees in the amount of \$230,097.75 on a time and materials basis. This amount is for services starting from the original substantial completion date of August 15th to the revised projected final completion date. The original contract was for a construction period of four months. The additional time is also approximately four months.

The scope and complexity of this project, weather delays, unforeseen circumstances, parts delays and changing some of the scope of work to ensure proper installation have all contributed to the additional time.

The City requires TAI's services through the completion of the project to observe continued construction activity, address punch list items and project close-out with the contractor and IEPA. City staff and TAI have put Martam Construction on notice of potentially assessing liquidated damages as allowed in the contract.

Attachments: *(please list)*

* Change Order No. 1

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Change Order No. 1 with Trotter & Associates, Inc. in the amount of \$230,097.75 and a budget addition in same amount and a Resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

<i>For office use only:</i>	<i>Agenda Item Number: 4.g</i>
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CHANGE ORDER NO. 1

Date: October 12, 2015 Date of Agreement: January 22, 2015

Project: City of St. Charles
N. 5th Avenue Watermain Improvements

Job Number: STC-085

Owner: City of St. Charles Contractor: Trotter and Associates
2 East Main Street 40 W201 Wasco Road, Suite D
St. Charles, Illinois 60174 St. Charles, Il. 60175

The following changes are hereby made to the CONTRACT DOCUMENTS: Construction Management associated with additional time due to contractor delays for the reconfiguration of watermain.

Original Contract Price	\$234,000.00
Amount of Previous Change Order(s)	\$0.00
Current Contract Price adjusted by Previous Change Order(s)	\$234,000.00
Change in Contract Price Due to this Change Order	\$230,097.75
Contract Price Including this Change Order	\$464,097.75

Original Contract Completion	8/15/2015	
Previous Changes to Contract Time	0	Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	0	Calendar Days
Change to Contract Time Due to this Change Order	107	Calendar Days
Contract Time Including this Change Order	107	Calendar Days

Approvals:

Requested by: _____ Recommended by: _____
Lou Arrigoni, P.E. John Lamb
Project Manager Environmental Services Mgr.
Trotter and Associates, Inc. City of St. Charles

Ordered by: _____ Accepted by: _____
Hon. Raymond Rogina R. Scott Trotter
Mayor President
City of St. Charles Trotter and Associates, Inc.

10/12/2015

Change Order No. X

Trotter and Associates, Inc.
STC-085



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Street and Parking Lot Closures for the 2016 Peapod Sly Fox Half Marathon

Presenter: Chief Keegan

Please check appropriate box:

<input checked="" type="checkbox"/> Government Operations	<input checked="" type="checkbox"/>	Government Services 10.26.15
<input type="checkbox"/> Planning & Development		City Council
<input type="checkbox"/> Public Hearing		

Estimated Cost:	PD: \$1,951.38 PW: \$2,339.22 TOTAL: \$4,290.60	Budgeted:	YES	<input checked="" type="checkbox"/> X	NO	
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If NO, please explain how item will be funded:

All city costs are to be paid by the event sponsor, as done in the prior events.

Executive Summary:

The Peapod Sly Fox Half Marathon is requesting to host their second annual half marathon on April 23, 2016. Their application was submitted for consideration by the Special Events Committee on September 3, 2015.

The area highlighted on the map in green will be closed beginning at 3:00 a.m. on April 23, 2016. A portion of Cedar St. between 3rd and 2nd St. will reopen to the public at 11:30 a.m. During the event, ten parking spaces in City parking lot “G” will be reserved for Breadsmith patrons only. The VFW parking lot, 3rd St. between State and Cedar, will reopen at noon, which allows access to the private parking of the Himalayan Restaurant and full access to the west side of Cedar. “No Parking by Police Order” signs will be posted 24 hours prior to the event.

The N. 3rd St. closure will allow for the staging of the race participants, which are expected to number around 1,500. 3rd St. from W. Main to Cedar St. will then be reopened once all the runners have left the starting line. 3rd St. from Cedar St. to State St. will remain closed until noon.

The parking restriction on Dean St. is being requested due to concerns over the runners sharing the road with vehicular traffic. This will provide enough space on the roadway for the runners to travel along the side and shoulder area while allowing for the normal flow of traffic.

Upon approval, Peapod Sly Fox organizers will notify all of the residents on Dean St. and State St. as to the parking restriction. Additionally, the Police Department will have a lighted message board Dean St. to advise all residents of the pending parking restrictions. This message board will be put in place on April 19.

Attachments: *(please list)*

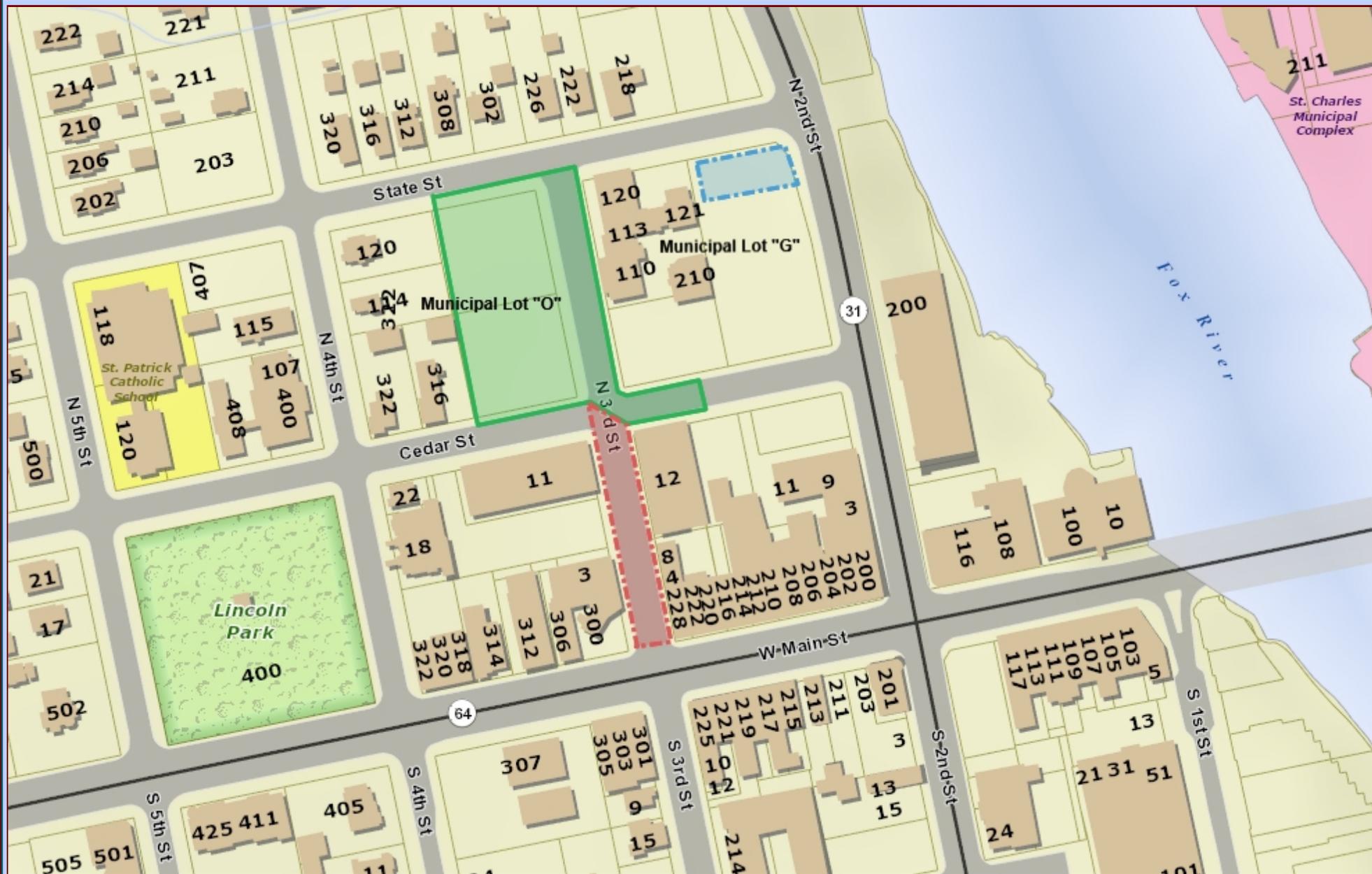
* Map/route for the event

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve street closures and parking restrictions for the Peapod Sly Fox Half Marathon on April 23, 2016.

For office use only:

Agenda Item Number: 5.a



The area in Green (Municipal Lot "O" and N. 3rd Street between State and Cedar) will be closed starting 3:00am and reopen at noon.
 The area in red will be closed just prior to the race for runners to line up and then opens immediately after the race begins.
 The area in blue is parking reserved for Breadsmith patrons.

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.
 Powered by Precision GIS



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: October 20, 2015 12:01 PM





AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve School Resource Officer Agreement for School Year 2015-2016

Presenter: Chief Keegan

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 10.26.2015
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

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

Executive Summary:

The annual agreement with D303 for police services in the high schools has been updated for this school year and approved by District 303.

The agreement has been approved by District 303 and will be fully executed once City Council approves it.

Attachments: *(please list)*

Agreement with School District for two School Resource Officers

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve School Resource Officer Agreement for School Year 2015-2016.

For office use only: *Agenda Item Number: 5.b*

AGREEMENT FOR POLICE SERVICES - 2015

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of St. Charles, a municipal corporation, organized and existing under the constitution and the statutes of the State of Illinois (hereinafter referred to as the "City") and Community Unit School District 303, a unit school district organized under the statutes of the State of Illinois, (hereinafter referred to as "303");

WITNESSETH

WHEREAS, Article 7, Section 10 of the constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities and school districts, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Sec. 220/1 et seq., known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, 303 has determined that it is in its best interests to provide police liaison services at its facilities, which are located within the City of St. Charles; namely, St. Charles North High School and St. Charles East High School, hereinafter referred to as "Schools"; and

WHEREAS, the City is a home rule unit which may exercise any power or function relating to its government and affairs; and

WHEREAS, the City's agreement to provide additional police services for 303 are actions which relate to the government and affairs of the City.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term of Agreement. This agreement shall become effective on August 19, 2015, and terminate on June 8, 2016.
2. Description of Services. The City, through its police department, shall provide a total of two (2) sworn officers to Schools, one officer per school (Hereinafter referred to as "Officers").
 - a. This Agreement is made pursuant to City's School Resource Officer (SRO) program. Generally this program involves the assignment of a City of St. Charles police officer to Schools. The base salary including fringe benefits of the assigned officers shall be entirely provided by

City with the exception of any and all overtime expenses incurred as a direct result of the SRO Program pursuant to this agreement which shall be paid by 303 at the particular officer's applicable rate. Although the officers shall remain employees of the City of St. Charles, upon assignment such officers shall work with and be under the general direction of 303 staff and shall establish and operate such programs and activities consistent with the intent of this program. Each sworn police officer shall be assigned to a specific school. Although remaining an employee of the City, the responsibility for direction and supervision of Officers when assigned to school duties shall be borne by 303. Officers shall work in the school as a member of the school's guidance team and serve many of the roles associated with a dean's assistant.

b. In addition to normal school duties, Officers shall attend specified extracurricular activities of Schools at the school administration's direction when possible and not in conflict with the Metropolitan Alliance of Police Chapter 27 (MAP) contract. These activities shall involve but may not be limited to athletic events and school-sponsored dances.

c. Although certain levels of counseling may be a part of the Officers' duties, serious counseling needs shall be referred to the School's professional staff.

d. As a member of the police department, Officers shall conduct original investigations of all criminal and quasi-criminal acts which occur during the regular school day which would have previously necessitated the dispatch of a patrol unit. In addition to conducting original investigations, Officers shall be assigned cases for follow-up through the City's Investigations Section. The criteria for assignment are the offender or victim's school assignment; time, date, and offense are secondary. Officers shall conduct such investigations in conjunction with other school responsibilities within reason. In any instance where a Police Officer becomes aware of a violation of school rules, not including violations of law, unless the situation is one requiring immediate action and investigation by the Police Officer due to imminent danger of harm to students or staff, the Officer shall refer the violation to the Dean's Office for follow-up investigation by the School. The School may request the continued participation or involvement of the Police Officer, as may be needed to complete its investigation. Searches and student interviews should be coordinated with school officials, except those instances where a Police Officer acts to prevent imminent harm to students or staff.

e. During extended school breaks, Officers shall be assigned in the City's police department as operationally necessary and directed by the Chief of Police.

f. The duties of Officers may include but are not limited to the following:

i. Promote rapport between police officers and students in the school.

- ii. Promote a working relationship with school staff.
- iii. Promote working relationships with other police liaisons within the 303 School District.
- iv. Meet periodically with building and district administration to discuss and evaluate police counselor activities.
- v. Make presentations to students, parents, and staff members on law and law enforcement, safety and good citizenship.
- vi. Refer troubled students to proper professional help within the student services division of the school and police department.
- vii. Plan preventive substance abuse programs.
- viii. Work with parents on runaway students.
- ix. Deal effectively with juvenile offenders.
- x. Assist school officials in the enforcement of truancy laws and work with truancy detail.
- xi. Represent the school on any criminal, misdemeanor, or traffic court action involving the students as appropriate.
- xii. Work beyond regular scheduled hours when required to successfully complete an assignment or case.

3. Staffing. The program shall consist of the City assigning one officer to St. Charles North High School and one officer to St. Charles East High School to act as the SRO for the respective schools. Each SRO shall begin his or her duties on the first day of school and continue each day that school is in session until the last day of classes. If during the term of this Agreement, the School Superintendent shall determine that either of the Officers is not suitable or is not able to meet the expectations of the School District, the Superintendent shall confer with the Chief of Police regarding the concern. If the concern cannot be addressed or resolved by action of the Chief of Police to the satisfaction of the School Superintendent, the Superintendent can request the assignment of a new Officer to the appropriate School. If the Chief of Police elects not to assign a new Officer to the School, the Superintendent shall have the right to terminate this Agreement upon 30 days' written notice to the Chief of Police. At the end of such 30 day notice, the District shall have no continued or remaining payment obligations for any additional services. The Police Department shall prorate the cost of services up to that point of the year and issue a final bill to the District for such police services.

4. Salaries and Other Related Costs. Pursuant to an Intergovernmental Agreement entered into by and between the City and 303 on August 15, 2011, the costs for services for school year *2015-16* shall be waived.

Any overtime expenses necessitated by District scheduling requirements and in conjunction with Officers' duties shall be paid for by 303 at the Officer's overtime rate as established by the City through contractual agreements. Such overtime hours shall include but are not limited to the Officer's attendance at school dances, athletic events, or other school-related extra-curricular activities scheduled by 303.

City shall calculate overtime costs as approved by 303 and submitted by the Officers, and then bill 303 for any overtime costs incurred. Billing shall occur at the end of each semester period for the Officers' salaries and any overtime.

Additionally, 303 shall provide Officers office workspace, telephone and other related commodities as previously contributed.

5. Hours of Work. The days and hours of work are to be consistent with 303's *2015-16* school calendar normal school hours of operation.

6. Assignment of Employees. All police department employees assigned to the 303 facility shall be at the determination and discretion of the City and the Chief of Police, with input from 303.

7. Status of Employees. All City employees assigned to providing police services for 303 shall remain City of St. Charles employees and shall not have any right, status or benefit of 303 employment.

8. Payment of Employee. 303 shall not be liable for the direct payment of salaries, wages or other compensation to City of St. Charles employees except as otherwise specifically provided herein.

9. Relationship of Parties. It is understood by the parties hereto that City and its employees are independent contractors with respect to 303, and no City employee assigned to 303 is an employee of 303. 303 shall not provide fringe benefits, including health insurance benefits, workers' compensation, retirement, paid vacation, or any other employee benefit, for the benefit of any City employee. This agreement shall not be construed to create a partnership, joint venture, employment or agency relationship, and shall not create any additional duties, either special or otherwise, on City. It is therefore understood that the School District is not a party to the City's Collective Bargaining Agreement.

10. Assignment. The obligations of the parties hereto may not be assigned or transferred to any other person, firm, corporation, or body politic without the prior written consent of both parties hereto.

11. Performance of Service. Officers shall perform general law enforcement duties and such other duties as assigned by the Chief of Police, consistent with the provisions of this agreement and on the grounds of an institution of education. City shall determine and apply standards for performance and discipline used in the delivery of the contract police services. It is agreed and understood that the services the City will be providing pursuant to this agreement are general law enforcement services only and that no special duty shall be deemed to be created by this agreement. It is further understood and agreed that this agreement is not intended nor shall be construed to alter, limit or constitute a waiver of any of the civil immunities afforded the City and/or its employees pursuant to the Local Governmental and Governmental Employees Tort Immunity Act at 745 ILCS 10/1-101, et seq., as amended, it being agreed that all of the civil immunities set forth in such Act, as amended, shall fully apply to any claims asserted or which might be asserted against the City and/or its employees as a result of this agreement or any of the actions of the parties pursuant to this agreement. Without limiting the foregoing, it is further agreed and understood that the City and/or its employees as a result of this agreement or any actions of the parties pursuant to this agreement shall not be liable to 303 or to any other person or entity for failure to provide adequate police protection or service, failure to prevent the commission of crimes, failure to detect or solve crimes or the failure to identify or apprehend criminals.

12. Accountability of Employees. Officers shall at all times be under the ultimate direction and control of the Chief of Police of the City.

13. Interruptions in Service. The parties hereto acknowledge and understand that temporary regular or special deployment of Officers may be necessary. Any and all such redeployment shall be at the sole discretion of the City's Chief of Police or his designee. In the instance of any such redeployment the City shall provide prompt notice to Schools.

14. Absence of Employees. In the event of the unavailability of any Officer due to extended sickness, injury, use of benefit time, or any other reason, such Officer shall be temporarily replaced by another City police employee as determined by the Chief of Police at no additional cost to School. In any such instance, the City shall provide prompt notice to the applicable School as to the nature of the absence, the expected duration, and the identity of the replacement officer.

15. Work Slowdown. In the event the City experiences any work slowdown or stoppage in its police force, the level of service provided to 303 under this agreement shall be at the discretion of the Chief of Police with adjustments in payment by 303 accordingly.

16. Additional Services. Any and all necessary backup services, including equipment and personnel, required to assist Officers in the performance of the obligations under this agreement shall be at the sole discretion and control of the Chief of Police of the City.

17. Penalty for Breach. In the event that either party fails to perform its obligations under this agreement, and if said failure to perform shall continue for thirty days after written notice thereof is given to the party having failed to perform, the other party may terminate the agreement. 303 shall be liable for payment to the City for actual costs incurred through the proposed termination date. In such event the City shall not be liable to 303 for any damages, either direct or indirect.

18. Payment. Payment for services provided under this agreement shall be waived pursuant to the terms of the Intergovernmental Agreement entered into by and between the City and 303 on August 15, 2011. City and 303 agree that any overtime costs that are incurred under this agreement shall be the responsibility of 303. The City shall generate invoices for overtime and/or extra duty immediately after said overtime duty has occurred. Payments shall be made by 303 within fifteen days of receipt from the City.

19. Notices. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposit in the United States mail, postage prepaid, addressed as follows:

City of St. Charles:

Chief James Keegan
St. Charles Police Department
211 North Riverside Ave.
St. Charles, IL 60174

School District 303

Superintendent Donald Schlomann
Community Unit School District 303
201 South 7th Street
St. Charles, IL 60174

20. Entire Agreement. This agreement contains the entire agreement of the parties hereto and there are no other promises or conditions or any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements or negotiations between the parties.

21. Amendment. This agreement may be modified or amended only through a written amendment executed by both parties hereto.

22. Severability. If any provision of this agreement shall be held to be void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

23. Waiver of Contractual Right. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

24. Applicable Law. This agreement shall be governed by the laws of the State of Illinois. Any action brought pursuant to this agreement shall be brought in the Circuit Court of Kane County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at St. Charles, Illinois on the date first written above.

COMMUNITY UNIT SCHOOL
DISTRICT 303

By  _____

CITY OF ST. CHARLES

By _____
Mayor

Attest:

City Clerk