

AGENDA
CITY OF ST. CHARLES
GOVERNMENT SERVICES COMMITTEE MEETING
ALDR. RYAN BONGARD, CHAIR
MONDAY, APRIL 22, 2024 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. **Call to Order.**
2. **Roll Call.**
3. **Administrative.**
4. **Omnibus Vote.**

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

5. Public Works Department

- A. Illinois Municipal Electric Agency (IMEA) Power Sales Contract.
- B. Recommendation to Approve a Resolution Authorizing a 42-Month Service Agreement with OpenGov, Inc. for Public Works Work Order/Asset Management Software.
- C. Recommendation to Approve a Resolution Awarding the Bid for the Indiana Street Storm and Sanitary Sewer Line Project.
- *D. Recommendation to Approve a Resolution Authorizing an Intergovernmental Agreement with the Illinois Department of Transportation for Cost Sharing on the Riverside Culvert Replacement Project.
- *E. Recommendation to Approve Resolutions Authorizing Easements for the Riverside Culvert Project.

6. Public Comment

7. Additional Items from Mayor and City Council Members

8. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

9. Adjourn

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5.A
	Title:	Illinois Municipal Electric Agency (IMEA) Power Sales Contract	
	Presenter:	Peter Suhr, Director of Public Works	
Meeting: Government Services Committee		Date: April 22, 2024	
Proposed Cost: \$ <i>NA</i>		Budgeted Amount: NA	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Under the Illinois Municipal Electric Agency’s (“IMEA’s”) current Power Sales Contract with the City of St. Charles, IMEA has provided the City with reliable, affordable, and sustainable—and more importantly, stable—power and energy needs for several decades. The current Power Sales Contract is set to expire on September 30, 2035. In order to plan for and ensure that resources are in place to continue meeting our community’s long- and short-term power and energy needs at favorable prices and to continue meeting the obligations imposed on the City as a load serving entity by the Regional Transmission Organization that controls the region where our community is located, IMEA is requesting that St. Charles (as well as IMEA’s other Participating Members) continue its relationship as an all-requirements purchaser from IMEA beyond September 30, 2035, by approving and executing a new Power Sales Contract with IMEA.</p> <p>The IMEA Board of Director’s, including representation from St. Charles and 31 other IMEA Participating Members, approved the form of the new contract at the IMEA Board Meeting held on February 15, 2024, which reflects IMEA’s continued commitment to supply the City’s power and energy needs beyond 2035. The new Power Sales Contract is for the delivery period of October 1, 2035 through May 31, 2055. IMEA requests that the new contract be executed by the City of St. Charles through signature by the St. Charles’s Mayor after approval by the City Council. The terms and conditions of the new contract is available through May 31, 2025. In order to determine the amount of resources needed to serve the loads of all Participating Members during the future delivery period, the IMEA Board of Directors has authorized holding the offer of the new contract open through May 31, 2025. It will not be offered beyond that date without further authorization from the IMEA Board of Directors.</p> <p>In order to make a make a responsible decision on this new IMEA Power Sales Contract Offer by May 31, 2025, City Staff will be providing presentations, facilitating discussions, answering questions and preparing information for your consideration over the next year.</p> <p>This month’s presentation will focus on the IMEA Sustainability Plan.</p>			
Attachments (please list): IMEA Sustainability Plan			
Recommendation/Suggested Action (briefly explain): For Presentation Only			

Sustainability: Transitioning to OUR Energy Future



2024

2050 Net-Zero Vision

The Illinois Municipal Electric Agency (IMEA) Board of Directors sets forth this organizational vision for reducing to net-zero our power supply carbon emissions delivered to our Member municipalities by 2050.

IMEA's Member communities are committed to working together in the coming years as the transitional journey progresses, while also holding paramount the Agency's mission of providing a reliable and affordable wholesale power supply to Members' residents.

ROADMAP FORWARD:

- Target reductions in greenhouse gases
- Increase our renewable generation resources to replace current resources
- Allow the flexibility needed to embrace changes in technology, such as battery storage
- Continue and expand energy efficiency program incentives to our communities and their residents
- Reduce resource capacity needs by accelerating our demand response options
- Advance electric vehicles and EV infrastructure

The Board acknowledges that to attain its 2050 vision of a net-zero portfolio, industry innovation, developments, commercialization, and implementation must occur. Examples include the development of dispatchable emission-free resources, increased availability of economic energy storage solutions or similar new technologies, transmission upgrades to deliver new renewable generation to residents, increased integration of distributed generation, and economic exit strategies or emission reduction technologies for existing fossil-fueled resources.

SUSTAINABILITY PRINCIPLES

As we transition to our net-zero vision, we will rely on a member-driven set of sustainability principles. Illinois Municipal Electric Agency (IMEA) and its member communities are committed to the balance of being responsible governmental entities, employers and environmental stewards, while providing affordable and reliable electric power. The best way to achieve balance is through the consistent application of sustainability as a business practice.

IMEA defines sustainability as a business approach that creates long-term member value by embracing opportunities and managing risks derived from economic, environmental, and societal developments.

This document captures a snapshot of our current portfolio and future targets for the next three to four years. As conditions warrant, this document will be reviewed and updated to reflect progress and future strategies and targets.



2050 NET-ZERO VISION



Provide an affordable, reliable and sustainable power supply to member communities

IMEA's vision is to continue to work towards reducing to net-zero our wholesale power resource portfolio by 2050. Renewable energy is a larger portion of our portfolio than ever before, and we are not stopping there. Going forward, IMEA will use this vision to work in collaboration with our member communities to construct decisions around resource planning, portfolio optimization and emissions reductions. This is part of our overall strategy to diversify resources while balancing our public-service obligation to serve customers and member communities reliably and affordably.

IMEA efforts to combat climate change create many opportunities through innovative and transformative solutions. IMEA believes that our nation's power grid requires a combination of many types of generation sources to ensure reliability. Renewable resources play an increasingly important role in supplying our customers with the reliable and sustainable power supply we all depend on.

Overall, IMEA is transitioning our generation to a cleaner, more diverse portfolio in a responsible fashion. Electricity keeps our communities and businesses thriving, and IMEA will do its part to sustain the prosperity and quality-of-life that affordable, reliable electricity brings to member communities.



Leadership to Date: Building on the success of recent carbon-free milestones

IMEA has taken strides towards transforming our electricity portfolio with current renewable projects totaling 125 megawatts of aggregate solar and wind capacity at the end of 2023.

- **Investing in clean power:** IMEA has advanced carbon-free resources with 11% of our current energy coming from non-carbon emitting generation resources that include solar, wind, and municipally owned hydro.



IMEA Municipal Solar Program: Power agreements for nine solar arrays in our member communities of Altamont, Oglesby, Princeton, Marshall, Naperville, Rantoul (2 projects), Rock Falls, and St. Charles.



Wind: Wind-powered generation contracts with Lee-DeKalb Wind Farm and Green River Wind Farm in Lee and Whiteside counties.



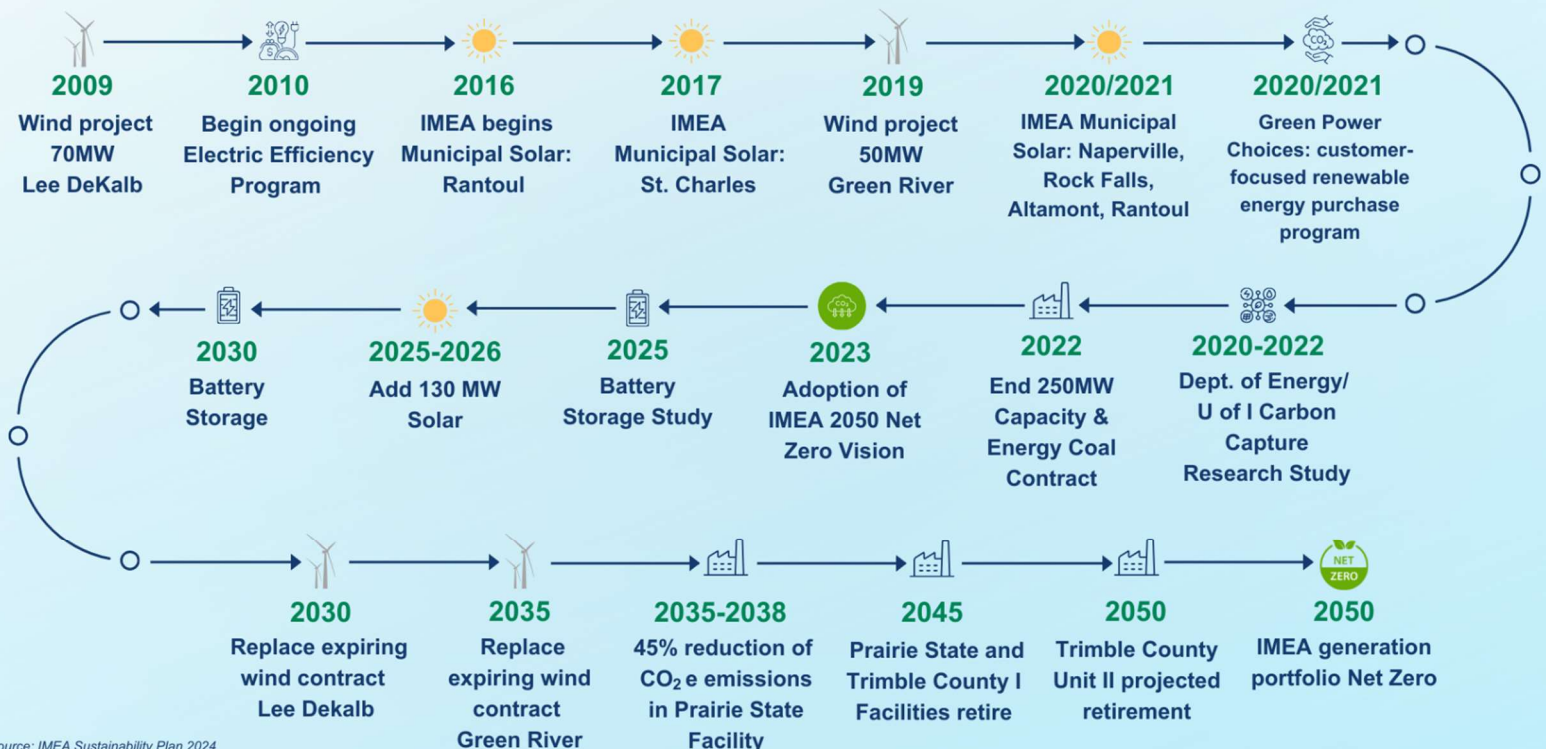
Hydro: Two municipally owned hydro power plants in Peru and Rock Falls.

- **Accelerating Towards a Greener Future:** Along with increasing and adding new renewable generation resources, IMEA has recently reduced our reliance on coal generation, successfully negotiating an early contract exit to reduce our total reliance on coal by more than 40% from a capacity perspective. The reduction was nearly 24% from an energy perspective based on the 2021 level of energy production.
- **Balancing a Reliable Portfolio:** With today's technologies, a diverse electricity mix ensures that the lights come on around the clock when customers flip the switch. This is where our baseload resources currently play a role to help ensure a reliable electric grid. Our predictable, controllable, and economic base-load generation resources all include the best available state-of-the-art environmental controls, helping to minimize the environmental footprint of our portfolio.
- **Pursuing New and Emerging Technologies:** IMEA supports technological innovation necessary to shape the energy system of the future for a decarbonized economy. That is why IMEA participated in a Department of Energy Study on Carbon Capture at one of our coal-fueled facilities. That study was completed in 2022, and, coupled with changes in federal legislation, there is a potential that a third-party developer could pursue a future carbon capture project. As technologies evolve, IMEA will continue to support innovation and technological advancements that contribute to reducing overall emissions from the energy sector to achieve a stable electric grid that reliably delivers carbon-free energy.
- **Supporting Reliable Local Generation Back-up Resources:** Several of IMEA's member municipalities have local generation units within their communities as a fall back if the main grid has an issue. During extreme weather events or other emergencies, these resources deliver high system reliability to our members and end-use customers.
- **Providing Local Green Power Choices.** As we transition our resource portfolio towards a lower-carbon future, IMEA has created Green Power Choices, a renewable energy credits program to help municipal retail customers and member municipalities reach their individual environmental goals, in addition to the overall resource changes that IMEA will be completing.

Future Targets & Strategies: Transitioning more of our portfolio to carbon-free generation resources.

- We seek to add 130 megawatts of solar as follows:
 - IMEA has contracted to add 25 megawatts of utility-scale solar starting in 2025. IMEA reached an agreement to purchase solar-generated electricity from the Big River Solar Farm located in White County, Illinois;
 - IMEA will pursue adding 100 megawatts of new utility-scale solar to our portfolio to be energized over the time frame of 2025-2026;
 - IMEA seeks to add 5 megawatts of behind the meter solar projects to our IMEA Municipal Solar Program in our member communities by 2025.
- By the end of 2025, IMEA will study the feasibility of installing utility-scale behind-the-meter battery storage on member distribution systems. If deemed economically feasible, implementation would occur no later than 2030.
- IMEA commits to researching and exploring new and innovative technologies to reduce our current resource carbon footprint. IMEA and our power resource partners will regularly review our options to cost effectively improve system efficiencies.
- IMEA will utilize a member governing body stakeholder process on a three-year review cycle and update the sustainability plan. On an annual basis, IMEA staff will report to the Board on the progress of the Sustainability Plan and provide any recommended revisions to the Board of Directors.

IMEA PORTFOLIO TRANSFORMATION & DECARBONIZATION



Source: IMEA Sustainability Plan 2024



Design and facilitate energy conservation programs in support of the concept that the most sustainable watt is the watt not generated

IMEA recognizes that electricity not generated – because it is not needed – yields the greatest environmental benefit and is essential for improving system cost effectiveness, customer retention and business development.

Reducing electricity demand and usage through innovative conservation efforts and customer efficiency improvements offered to IMEA member communities results in conservation of natural resources and emissions reductions. Our energy efficiency program has provided significant reductions in greenhouse gas emissions by harnessing technology to use less energy and reduce reliance on fossil fuel generation.

Leadership to Date

- IMEA has had a successful electric energy efficiency program in place since 2010.
- Since the beginning of the program, we have provided more than \$11 million in direct customer incentives toward the installation of energy efficient technologies and the reduction of peak loads and energy consumption by IMEA members and their commercial and industrial electric customers.
 - More than 1,100 commercial/industrial electric efficiency projects have been completed.
- In FY2021-2022¹, our program resulted in more than 39 million kWh in deemed savings delivered to businesses.
- The agency estimates that IMEA-incentivized electric efficiency projects reduced carbon emissions by 15,069 metric tons in IMEA's fiscal year 2021-2022².
- We have given away more than 100,000 LED lightbulbs to our residents and commercial customers to encourage even more home-based and small business energy savings choices.
- IMEA offers and will continue to offer energy audits, infrared scanning services, technical assistance and usage analysis to our member communities and businesses.

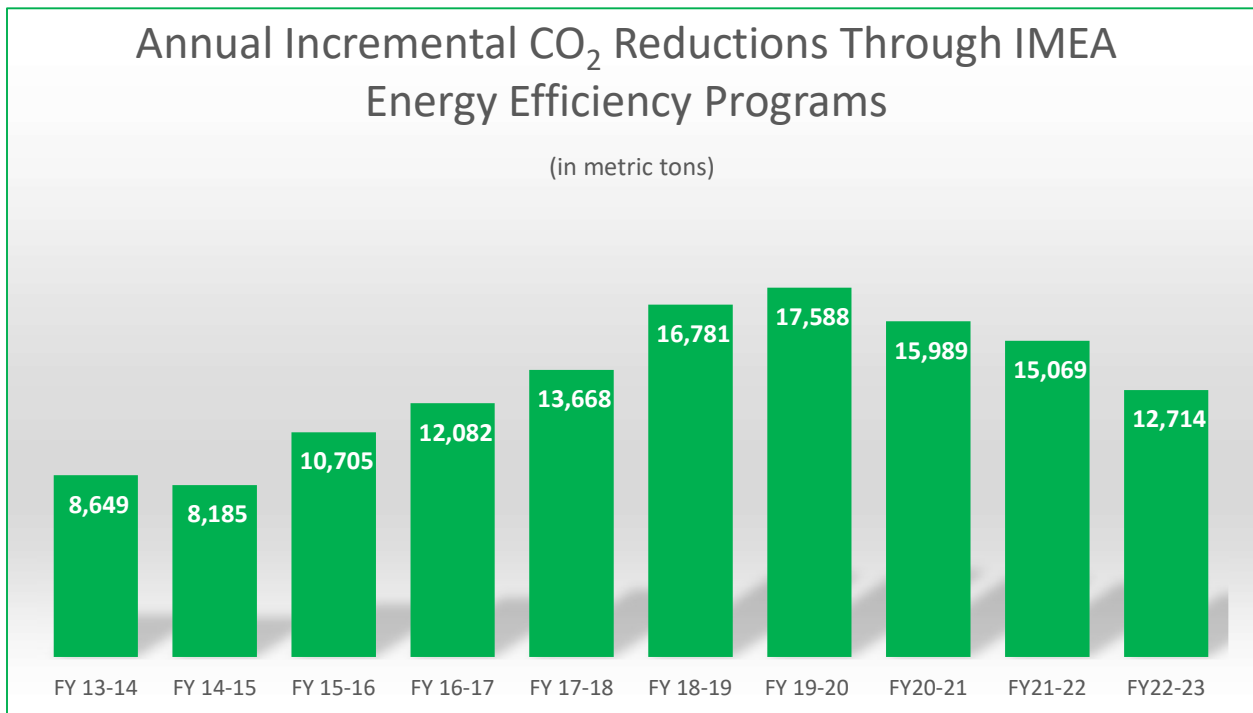
¹ The last year for which there is complete data.

² The last year for which there is complete data.



Future Targets & Strategies

- IMEA recently expanded our electric efficiency program to allow municipal members to include new residential options. These options include incentivizing smart thermostats and the installation of higher efficiency central air conditioning and air source heat pumps. Thus far, we have incentivized nearly 1,700 thermostats. **We seek to encourage more members to offer these local options.**
- IMEA’s board **will regularly review technology developments to determine whether new energy saving measures can be added** to our energy efficiency programs.
- By the end of 2025, **IMEA commits to explore a Conservation Voltage Reduction (CVR) program** to achieve energy and demand reductions for customers.
- As technology evolves, IMEA will continue to **review the potential of the appropriate additions and increased funding** for our energy efficiency program.



NOTE: As of 7/31/23, 91 out of 141 (65%) FY2022-23 projects were complete. Only completed projects are reflected in this chart.



Offer flexible programs to mitigate peak loads, increase reliability and better integrate clean energy potential

IMEA does our part by working to make power grids more efficient, environmentally friendly and reliable. IMEA supports flexible programs that give customers the opportunity to help manage electricity demand.

Demand response (DR) programs improve grid efficiency and reliability. They help create long-term grid stability by giving consumers the opportunity to voluntarily reduce or shift their electricity usage when called upon by the grid operator to relieve stress when the demand for electricity outpaces the grid's ability to supply it. This is typically during heat waves or harsh winter cold snaps. With these DR programs, the grid operator is essentially

creating an electricity "resource" to be called on in times of need to ensure reliable supply. In the future, effective DR programs can ensure that additional power supply resources may not be required and current resources may operate less often.

Leadership to Date

- IMEA recently revamped its DR program for IMEA member commercial/industrial customers in the PJM (northern Illinois) regional transmission organization. This program ensures that customers can voluntarily reduce their electric usage during a peak period in a planned fashion in exchange for a financial incentive paid directly to the end-use customer through the municipal utility.

Future Targets & Strategies

- **Expand our current DR program by offering more options to commercial/industrial customers in the MISO (central and southern Illinois) regional transmission organization territory.** This will provide additional opportunities to reduce peak loads and avoid high-cost market purchases.
- Pursue federal grant opportunities to **deploy an Optimized Charging Operations Center (OCOC)** to complement the growing level of energy management sophistication within member utilities and the communities they serve. The OCOC would seek to develop a methodology to provide visibility into times of grid congestion and establish effective real-time consumer communications, **enabling informed customer consumption decisions.** The grant could also offer the opportunity for effective customer enrollment incentives to encourage end-use customer participation in the program.
- Explore **residential demand-side management measures**, potentially using the platform developed by the OCOC.



4

Enable, accelerate and integrate electric vehicles and accompanying charging infrastructure

The IMEA is working closely with our municipal partners to promote the use of EVs, reducing negative environmental impacts and helping customers save money.

Another arena to realize clean energy potential is with the increasing numbers of electric vehicles (EV). EVs produce fewer emissions that contribute to climate change and smog than do conventional vehicles. With newer options for EV infrastructure and integration, EV ownership will become more convenient and the numbers of EV owners will increase, subsequently yielding a reduction in total U.S. carbon emissions.

The Illinois Municipal Electric Agency has been working closely with our municipalities to expand our Electric Vehicle Charging Station Initiative. Through this program, we provide funds so that our member municipalities can offer incentives to install, own or lease electric vehicle charging infrastructure in a way that best serves their communities. Electric vehicles play an important role in reducing the carbon footprint, and we remain committed to helping our communities realize the benefits while working closely with local, state and national partners as the infrastructure and policies develop.

Leadership to Date

- In 2020, IMEA introduced its EV Charging Station Initiative. In one of our member municipalities alone, more than 100 retail customers have installed EV charging stations with the help of IMEA incentives.

Future Targets & Strategies

- In late 2021, the IMEA Board of Directors voted to significantly increase the scope and funding of the EV Charging Station Initiative. Over the ensuing three years, the Agency will make a total of \$750,000 available for municipal members to:
 - ✓ Own or lease EV charging stations for public use,
 - ✓ Own or lease electric vehicles for city use, or
 - ✓ Incentivize retail customers to install EV charging stations.
- IMEA, through our affiliate Illinois Municipal Utilities Association (IMUA), is working to support the Illinois Department of Transportation (IDOT) National Electric Vehicle Infrastructure Formula Program (NEVI). This plan is required for the State to access Federal EV charging station grants. IMEA and IMUA will continue to **work with regulatory agencies to pursue funding opportunities to increase the number of EVs and charging infrastructure in our member communities.**
- IMEA, through our affiliate (IMUA), will **pursue federal grant opportunities to seek to implement a newly developed Optimized Charging Operations Center (OCOC) to establish an effective agency, and member-managed electric vehicle charging program.** This program could provide signals to Level 2 charging customers to **shift patterns of demand in ways that provide grid operations and stability benefits.** The grant may provide the opportunity for enrollment incentives and on-going rewards to participants with verified performance. If this grant opportunity becomes available, IMEA will target an implementation date of the program within 3 to 5 years.



5

Maintain and support a sustainable workplace

IMEA strives to be a leader in the region by making our facilities a model for other green businesses. We want to provide a workplace demonstrating our long-term commitment and vision to a sustainable culture.



Leading by Example

- The IMEA office building was the first commercial building built in the Springfield region to receive the United States Green Building Council's Silver Certification for Leadership in Energy and Environment Design (LEED) in 2008. Our building was constructed in an eco-friendly manner to achieve a top level of design and execution with energy efficiency and sustainability in mind.
- Our facility is heated and cooled with a 100% high efficiency geo-thermal heat pump system with no natural gas.
- IMEA invested in Low-E windows to reduce infrared and ultraviolet light.
- We updated our facility with all LED motion activated lighting.
- IMEA installed a 10 kilowatt solar array at our headquarters to reduce our environmental footprint.
- IMEA installed an electric vehicle charging station at our headquarters for employees, board members and visitors.
- IMEA will continue to convert our small fleet of vehicles to electric vehicles as it becomes cost effective and practical.

IMEA is committed to efforts to combat climate change and create a sustainable energy future by providing stable-priced, reliable and cleaner power that ensures our members and their residents a higher quality of life for future generations.

For further information about IMEA's programs, contact us at 217-789-4632 or visit our website at www.imea.org.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.B

Title: Recommendation to Approve a Resolution Authorizing a 42-Month Service Agreement with OpenGov, Inc. for Public Works Work Order/Asset Management Software

Presenter: Chris Adesso – Asst. Director of Public Works

Meeting: Government Services Committee

Date: April 22, 2024

Proposed Cost: \$ 144,523.33

Budgeted Amount: \$144,523.33

Not Budgeted:

TIF District: None

Executive Summary (if not budgeted, please explain):

On August 30, 2023, the Public Works Department issued a Request for Information/Interest to the market via the City’s Demandstar procurement solution. The response was successful, with eight submissions from various providers of work order/asset management solutions. Following thorough evaluations and detailed discussions, the Public Works Department invited three providers for in- person meetings. The meetings included detailed product demonstration, question and answer session and leave behind materials for staff to review.

After careful consideration of the three submissions, Public Works staff agreed that the solution offered by OpenGov, Inc, known as Cartegraph, stood out as the most comprehensive option to fit Public Works Department’s need. Cartegraph is perhaps the leading market provider of work order/asset management suites catering to public utilities, governmental agencies and public works departments. Public Works staff has witnessed the performance of the Cartegraph software at multiple trade events, and feedback from several other Illinois municipal Public Works Departments who utilize Cartegraph have provided rave reviews.

The subscription is a web-based software solution that will seamlessly work with the City’s ESRI GIS platform which is heavily leveraged by the Public Works Department. The subscription amounts can be found in the table below and work within the established budget amounts for the corresponding fiscal years.

Date	Annual Fee	One-Time Fee	Total
5/1/2024	\$ 74,433.33	\$ 70,090.00	\$ 144,523.33
12/1/2024	\$ 200,680.00	\$ 117,175.00	\$ 317,855.00
12/1/2025	\$ 210,714.00		\$ 210,714.00
12/1/2026	\$ 221,249.70		\$ 221,249.70

Approval of the commitment in the out years will be based upon approval of the corresponding fiscal year budget. The City has the option to discontinue service if funds are not approved in the budget with no penalty.

Attachments (please list):

*Bid Waiver Form *Service Agreements

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve a Resolution Authorizing a 42-Month Service Agreement with OpenGov, Inc. for Public Works Work Order/Asset Management Software.



Bid Waiver One Time Today through _____

Description: _____

Requested Vendor: _____

Requested By: _____ Date: _____

Approval: _____

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$_____ for this one-time order, and/or \$_____ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO
If Yes, Was the solicitation published on the city website? YES NO

3. Justification for Bid Waiver:

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: _____



Statement of Work

City of St. Charles, IL

Creation Date: 4/10/2024
Document Number: PS-05239
Version Number: 5
Created by: Jennifer Nordin

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1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for City of St. Charles, IL (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Master Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer’s use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Enterprise Asset Management as defined in the OpenGov Responsibilities section of this document ([Section 2.5](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Enterprise Asset Management solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the “OpenGov Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Enterprise Asset Management
 - i. OpenGov will provide all services remotely via audio; video; and web conferences unless otherwise noted.
 - ii. OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
 - iii. OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.
 - iv. OpenGov assumes that the customer accepts EAM upon the completion of the go-live event
 - v. If a non-API integration is included in scope, Customer is responsible for engaging third party vendor to obtain data, configuration, and/or third party integration support.
 - vi. If an API integration is included in scope, Customer is responsible for providing access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation.
 - vii. OpenGov best practice is to not exceed tested limits of the product.

2.4. Exclusions

The following service items are not included in the scope of this project:

- A. Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.

- B. Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed in Appendix B.
- C. Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. Collaborate with your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services contract.

Deliverable Materials:

- Weekly status reports

- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- Customer Entity configuration
- System Administrators creation
- Solution Blueprint creation
- Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Domains

OpenGov will provide the following:

Enterprise Asset Management Domains

Phase 1

- Transportation
- Walkability
- Signals
- Parks and Rec
- Facilities
- Stormwater

Phase 2

- Water Distribution
- Water Treatment
- Wastewater Treatment
- Wastewater Collection / Sanitary Sewer

Completion Criteria:

This activity will be considered complete when:

- Instance setup is completed
- Requirements Gathering is completed
- Start up Data is loaded

- Asset Installation is completed
- Integrations are implemented
- Data conversion is completed

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Software training is delivered

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-2: Project Change Control Procedure.

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;

- E. obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the services in Appendix B as listed, if any; or
- B. The End date is reached

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of nine months after the kick off of each phase ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Enterprise Asset Management Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Integrations / Conversions									
Enterprise Asset Management	Define and Plan								
	Design								
	Build and Test								
	Deliver								
GoLive Support	Hypercare								
Timeline is dependent on the number of phases and other factors. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									
Enterprise Asset Management Suite Illustrative Timeline Phase II		Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16
Integrations / Conversions									
Enterprise Asset Management	Define and Plan								
	Design								
	Build and Test								
	Deliver								
GoLive Support	Hypercare								
Timeline is dependent on the number of phases and other factors. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

2.10. Offer Expiration Date

This offer will expire on April 11, 2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within ten (10) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within ten (10) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: Phase I

Setup

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will be geared towards OpenGov Asset Management/Esri integration functionality and requirements.
- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Requirements Gathering

OpenGov will

- Provide a remote, up to twenty two (22) hours, requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to your implementation.

Configurations

OpenGov will:

- Provide configuration services, including:
 - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - Up to twenty (20) automations
 - Up to twenty (20) preventative maintenance plans

Training

OpenGov will:

- Foundational Training
 - Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:

- o Dashboards
 - o Standard KPI/ROI Gadgets
 - o Logins/Permission
 - o Layers
 - o Filters
 - o Maps
 - o Grids
 - o System Navigation
 - o Views (List & Detail)
 - o Standard Reports
 - o Attachments
 - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
 - Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
 - Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
 - Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
 - o OpenGov Asset Management Esri integration configuration options
 - o Integration functionality (basemap and feature)
 - o Overall Esri integration requirements, considerations, and OpenGov recommended best practices

Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and your project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - o Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - o Work Management:
 - Create Task(s)(Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets

- Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
- o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - OpenGov recommended best practices for Fleet Management
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Advanced Training Topics:

- Provide **Preventative Maintenance Plans** remote train-the-trainer training, up to three (3) hours. Training topics include:
 - Preventative Maintenance
 - OpenGov recommended best practices for proactive asset management
- Provide **Advanced Inspections, Asset Condition Manager, and Asset Risk** remote train-the-trainer training, up to four (4) hours. Training topics include:
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide **Internal Request** remote train-the-trainer training, up to two (2) hours. Training topics include:
 - Internal Requests
 - Users
 - Views
 - Issue Library settings and management
 - OpenGov recommended best practices for advanced request management
- Provide **Asset Builder** remote train-the-trainer training, up to two (2) hours. Training topics include:
 - OpenGov Asset Management Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - OpenGov recommended best practices for expanding the system's use and/or building assets

Go-Live Support

OpenGov will:

- Provide a remote, up to eight (8) hours, web conferences, to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

- Provide service for your historical data listed below:
 - Treekeeper data related to: assets, work history, inspections
 - For the custom data conversion service(s) listed above, OpenGov will provide:
 - A review of the historical data along with recommendations for OpenGov Asset Management best fit.
 - A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map
 - All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.

- Provide service for your historical data listed below:
 - CFA data related to: fleet assets (equipment), work history, attachments
 - For the custom data conversion service(s) listed above, OpenGov will provide:
 - A review of the historical data along with recommendations for OpenGov Asset Management best fit.
 - A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map
 - All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.

Integrations

OpenGov will:

- Provide a uni-directional (one-way) Integration Service between Gasboy and OpenGov. The integration includes:
 - A one-way integration of data from the source system to OpenGov
 - Up to 12 fields in the same OpenGov recordset (IE: Equipment table and Equipment's Fuel Log table)
 - A sync using a unique ID
 - If ID exists; information will be updated
 - If ID does not exist; OpenGov will create a record or produce an error message
 - A customer-configurable runtime interval for the sync
 - Assumptions
 - The integration will include up to 12 fields (in the same OpenGov recordset)

- Customer staff will be responsible for populating required values utilized to support integration.
- All data must be accessible to the OpenGov service from a flat file (.csv or .txt)

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - Transportation (8)
 - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
 - Walkability (7)
 - ADA Ramp; Pavement Area; Sign; Tree; Light Fixture; Sidewalk; Support
 - Signals (8)
 - Preemption; Signal Cabinet; Signal Head; Traffic Camera; Signalized Intersection; Signal Controller; Signal Monitor; Traffic Detector
 - Parks and Recreation (10)
 - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree
 - Facilities (25)
 - Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure
 - Stormwater (9)
 - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump
 - Fleet (1)
 - Fleet

B-2: Phase 2

Setup

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will

be geared towards OpenGov Asset Management/Esri integration functionality and requirements.

- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Requirements Gathering

OpenGov will

- Provide a remote, up to sixteen (16) hours, requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to your implementation.

Configurations

OpenGov will:

- Provide configuration services, including:
 - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - Up to twenty (20) automations
 - Up to twenty (20) preventative maintenance plans

Training

OpenGov will:

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Standard KPI/ROI Gadgets
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.

- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
 - OpenGov Asset Management Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and OpenGov recommended best practices

Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and your project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s)(Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management
 - Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management

- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Advanced Training Topics:

- Provide **Preventative Maintenance Plans** remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management
- Provide **Advanced Inspections, Asset Condition Manager, and Asset Risk** remote train-the-trainer training, up to four (4) hours. Training topics include:
 - o Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - o Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - o OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide **Asset Builder** remote train-the-trainer training, up to two (2) hours. Training topics include:
 - o OpenGov Asset Management Administrator

- Structure Manager
- Library Manager
- Layout Manager
- User/Role Configurations
- o OpenGov recommended best practices for expanding the system's use and/or building assets

Go-Live Support

OpenGov will:

- Provide a remote, up to eight (8) hours, web conferences, to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
 - o Refresher training for items listed in the scope of work
 - o Software and process support for staff during production roll out
 - o Field, Layout, and Report configuration guidance, if applicable

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
 - o Parent level asset records
 - o Asset location (spatial x/y) attributes
 - o Parent level resource (Labor, Equipment Material, Vendor) records
 - o Resource Rate (Labor, Equipment, Material) records
 - o Standard system libraries
- Provide service for your historical data listed below:
 - o MVP data related to: assets, work history, attachments
 - o For the custom data conversion service(s) listed above, OpenGov will provide:
 - A review of the historical data along with recommendations for OpenGov Asset Management best fit.
 - A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map
 - o All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.

Integrations

- Provide a bi-directional integration service between 811 and OpenGov. The integration includes the following:
 - o 811 Tickets (formatted as XML text files) are requested from a Google Gmail account.
 - o Tasks are created in OpenGov from 811 Ticket Data.
 - o This integration only adds Task records. Records are never updated.
 - o When Tasks are completed in OMS the Positive Response will be updated in your 811 system
 - o Integration Fields

- Ticket Number → OpenGov 811 Ticket
 - Ticket Revision → OpenGov 811 Revision
 - Member Number → OpenGov 811 Member
 - Printable Text Information → OpenGov 811 Details
 - OpenGov 811 Response Code → Positive Response
 - OpenGov 811 Response Comment (If required by state) → Positive Response Comment
 - 811 Response Status (Positive Response) → OpenGov 811 Response Status
 - 811 Response Results (Positive Response) → OpenGov 811 Response Results
 - OpenGov Fields set by Integration by default
 - Task ID: <ticket>-<revision>-<member>-<year>
 - Asset Type: Non-Asset
 - Activity: Utility Locates
 - Department: 811
 - Priority: Important (for EMER, SHRT, RUSH) or None.
 - Shape: Polygon if available, otherwise centroid.
 - Address Number: <st_from_address>
 - Street: <street>, if already in Streets library.
 - Intersecting Street: <cross1>, if already in Streets library.
 - Location Description: (doesn't require values to be in OMS libraries)
 - Address: 3330 TEMPLETON GAP RD Cross: CHAIN DR
 - Place: COLORADO SPRINGS County: EL PASO
 - Subdivision: OAK PARK ESTATES
 - Grids: 13S066W32NE 13S066W33NW
 - OpenGov Attachments
 - Original Ticket
 - Map URL
 - Printable text as HTML
 - Errors are handled as such:
 - Any files with errors are skipped. The error files are moved to a folder labeled Other within the Gmail account for manually processing.
 - Errors can be reported via email using the standard 'If an automation fails send a notification' automation template within OMS.
 - All files not designated as 811 tickets are skipped but will not produce an error.
 - Duplicate records cause an error
- Provide the following bi-directional (two-way) integration service between NorthStar and OpenGov. In the event that additional or alternative functionality is desired, OpenGov can provide an update to the scope and cost.
 - The integration includes the following
 - Integration points:
 - Retrieve Service Requests from NorthStar
 - Import Task data from NorthStar into OpenGov
 - Push task status updates from OpenGov back into NorthStar
 - A sync using a unique ID

- If ID exists; information will be updated
- If ID does not exist; OpenGov will create a record or produce an error message
- OpenGov will update the source service request upon completion status.
 - OpenGov will provide error logging capability to easily identify potential integration issues.
 - OpenGov will provide a customer-configurable time interval to manage integration frequency.
- Assumptions
- All new structure will be created in OMS by OpenGov.
- All Request Issue types need to be loaded into the OMS Issues library.
- Configurable interval will be greater than or equal to 1 minute.
- OpenGov will use the NorthStar API to access all information. Any additional cost associated with using the API, will not be the responsibility of OpenGov. The NorthStar API must be a documented web API and have the capability to provide the functionality outlined above.
- OpenGov will have access to a test instance of the NorthStar system, via the API and user interface to verify transactions.
- Yearly integration support will not cover charges that must be implemented due to a NorthStar API change.
- The integration will only support one workflow. Multiple workgroups using the integration will use a single, standardized workflow.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - Water Distribution (9)
 - Water Backflow; Water Facility; Water Hydrant; Water Lateral; Water Main; Water Meter; Water Pump; Water Valve; Water Storage Tank
 - Water Treatment Plant (34)
 - Water Treatment Plant; Water Treatment Plant Blowers; Water Treatment Plant Compressors; Water Treatment Plant Electrical Generator; Water Treatment Plant Facility; Water Treatment Plant HVAC Equipment; Water Treatment Plant Instrumentation; Water Treatment Plant Motors; Water Treatment Plant Processes; Water Treatment Plant Pump; Water Treatment Plant Screens; Water Treatment Plant Structure; Water Treatment Plant UV; Water Treatment Plant Valves; Water Treatment Plant Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Mechanical Issues; Special Construction; Stairs; Superstructure; Selective Building Demolition; Site Preparation; Site Improvement; Other Site Construction
 - Wastewater Treatment Plant (36)
 - Wastewater Treatment Plant Blowers; Wastewater Treatment Plant Compressors; Wastewater Treatment Plant Conveyors; Wastewater Treatment Plant Electrical Generator; Wastewater Treatment Plant Facility;

Wastewater Treatment Plant HVAC Equipment; Wastewater Treatment Plant Instrumentation; Wastewater Treatment Plant Motors; Wastewater Treatment Plant Presses; Wastewater Treatment Plant Processes; Wastewater Treatment Plant Pump; Wastewater Treatment Plant Screens; Wastewater Treatment Plant Structure; Wastewater Treatment Plant UV; Wastewater Treatment Plant Valves; Wastewater Treatment Plants; Wastewater Treatment Plant Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Mechanical Issues; Special Construction; Stairs; Superstructure; Selective Building Demolition; Site Preparation; Site Improvement; Other Site Construction

- o Wastewater Collection / Sanitary Sewer (7)
 - Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump
- o Up to two (2) custom assets to be determined during requirements gathering.



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: OG-01692022
Created On: 1/22/2024
Order Form Expiration: 4/30/2024
Subscription Start Date: 5/1/2024
Subscription End Date: 11/30/2027

Prepared By: Alex Martinez
Email: amartinez@opengov.com
Contract Term: 8 Month Proration + 36 Months

Customer Information		Contact Information	
Customer:	City of St. Charles, IL	Contact Name:	Miranda Holloway
Bill To/Ship To:	2 E. Main Street St. Charles, Illinois 60174 United States	Email:	mholloway@stcharlesil.gov

Order Details
Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Enterprise Asset Management <i>Transportation Domain, Walkability Domain, Signals Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Asset Builder</i>	5/1/2024	11/30/2024	\$74,433.33
Enterprise Asset Management <i>Transportation Domain, Walkability Domain, Signals Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Asset Builder, Wastewater Collection Domain, Wastewater Treatment Domain, Water Distribution Domain, Water Treatment Domain</i>	12/1/2024	11/30/2025	\$200,680.00
Enterprise Asset Management <i>Transportation Domain, Walkability Domain, Signals Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Asset Builder, Wastewater Collection Domain, Wastewater Treatment Domain, Water Distribution Domain, Water Treatment Domain</i>	12/1/2025	11/30/2026	\$210,714.00
Enterprise Asset Management <i>Transportation Domain, Walkability Domain, Signals Domain, Parks & Recreation Domain, Facilities Domain, Stormwater Domain, Asset Builder, Wastewater Collection Domain, Wastewater Treatment Domain, Water Distribution Domain, Water Treatment Domain</i>	12/1/2026	11/30/2027	\$221,249.70
Annual Subscription Total:			See Service Terms

PROFESSIONAL SERVICES:		
Product / Service	Description	
OpenGov Deployment — One Time Fee (Prepaid Hours) (Phase 1)	Billed on 4/1/2024	\$70,090.00
OpenGov Deployment — One Time Fee (Prepaid Hours) (Phase 2)	Billed on 12/1/2024	\$117,175.00
Professional Services Total:		\$187,265.00

Service Terms		
Service Date:	Amount:	
May 1, 2024	\$144,523.33	<i>(Prorated Annual Software Fee + Professional Services Fee 1)</i>
December 1, 2024	\$317,855.00	<i>(Annual Software Fee + Professional Services Fee 2)</i>
December 1, 2025	\$210,714.00	
December 1, 2026	\$221,249.70	
Billed as Incurred	\$2,800.00	<i>(Expense Reimbursement for Phase 1)</i>
Billed as Incurred	\$2,800.00	<i>(Expense Reimbursement for Phase 2)</i>
Billed as Incurred	\$25,000.00	<i>(Optional Professional Services Payment, separate to SOW)</i>

Order Form Legal Terms
This Order Form incorporates the attached St. Charles Agreement for Professional Services.

Fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of St. Charles, IL

Signature:

Name:

Title:

Date:


OpenGov, Inc.

Signature:

Name:


Title:

Date:

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5.C														
	Title:	Recommendation to Approve a Resolution Awarding the Bid for the Indiana Street Storm and Sanitary Sewer Line Project															
Presenter:	Tim Wilson																
Meeting: Government Services Committee		Date: April 22, 2024															
Proposed Cost: \$ 1,389,189	Budgeted Amount: \$ 1,625,000	Not Budgeted: <input type="checkbox"/>															
TIF District: None																	
<p>Executive Summary (if not budgeted, please explain):</p> <p>The City is moving forward with a combined stormwater and sanitary sewer improvement on Indiana Street between S. 13th Street and S. 17th Street. This project is the third phase of area improvements to reduce the amount of flooding during heavy rain events. The first phase included utility improvements associated with the construction of the new police station. The second phase included utility improvements on Walnut Street.</p> <p>The majority of the work is along Indiana Street. The City will be replacing old infrastructure and increasing the pipe sizes to handle higher stormwater and sanitary flows. There are additional projects proposed in the future to continue to help this area. City staff will notify the neighboring community of the upcoming project.</p> <p>On April 3rd 2024, the City received 8 bids for this project. The bid results are as followed:</p> <table border="1"> <tr> <td>J & S Construction</td> <td>\$ 1,389,189</td> </tr> <tr> <td>Swallow Construction</td> <td>\$ 1,563,939</td> </tr> <tr> <td>Martam Construction</td> <td>\$ 1,637,038</td> </tr> <tr> <td>H. Linden & Sons Sewer and Water</td> <td>\$ 1,707,700</td> </tr> <tr> <td>Performance Construction</td> <td>\$ 1,977,880</td> </tr> <tr> <td>Winner Excavating</td> <td>\$ 2,465,655</td> </tr> <tr> <td>A Lamp Concrete Contractors</td> <td>\$ 3,124,758</td> </tr> </table> <p>The majority of the construction will be completed during the summer with final restoration and road paving completion in early Fall. J & S Construction has been the general contractor on several project in the past including water main work on Liberty and Cranbrook Avenues last summer. Based on the bid submittal and past performance, City Staff recommends awarding the contract to J & S Construction.</p>				J & S Construction	\$ 1,389,189	Swallow Construction	\$ 1,563,939	Martam Construction	\$ 1,637,038	H. Linden & Sons Sewer and Water	\$ 1,707,700	Performance Construction	\$ 1,977,880	Winner Excavating	\$ 2,465,655	A Lamp Concrete Contractors	\$ 3,124,758
J & S Construction	\$ 1,389,189																
Swallow Construction	\$ 1,563,939																
Martam Construction	\$ 1,637,038																
H. Linden & Sons Sewer and Water	\$ 1,707,700																
Performance Construction	\$ 1,977,880																
Winner Excavating	\$ 2,465,655																
A Lamp Concrete Contractors	\$ 3,124,758																
<p>Attachments (please list):</p> <p>*Area Map</p>																	
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommendation to approve a Resolution awarding the bid to J & S Construction for Indiana Street Storm and Sanitary Sewer Line Project in the amount of \$1,383,189.</p>																	



LOCATION MAP

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *5.D
	Title:	Recommendation to Approve a Resolution Authorizing an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) for Cost Sharing on the Riverside Culvert Replacement Project	
	Presenter:	Chris Gottlieb	
Meeting: Government Services Committee		Date: April 22, 2024	
Proposed Cost: \$ 0.00		Budgeted Amount: \$0.00	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
<p>Executive Summary (if not budgeted, please explain):</p> <p>As part of the ongoing 7th Avenue Creek flood control project, the City will be replacing the culvert carrying 7th Avenue Creek under Riverside Ave (IL-25). The current culvert is smaller than required to convey projected flood flows. The culvert will be relocated to the south to remove it from private property and the size will be increased. Additionally, the creek will be re-meandered and the bike path will be realigned to be perpendicular to the roadway. We will also use this opportunity to make a water main connection along Riverside Avenue improving system resiliency.</p> <p>The culvert replacement project provides safety benefits by reducing potential flooding of IL-25, an IDOT owned and maintained roadway. The City reached out to IDOT explaining the benefits to the Department and they have agreed to reimburse the City for 50% of qualifying expenses up to \$643,355.</p>			
<p>Attachments (please list):</p> <p>* Intergovernmental Agreement with IDOT</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommendation to Approve a Resolution Authorizing an Intergovernmental Agreement with IDOT for cost sharing on the Riverside Culvert Replacement Project.</p>			

IL 25 (Riverside Ave)
over 7th Avenue Creek
County Kane
Job No. N-91-003-24
PPS No.: 1-81360-0000
Agreement No.: JN-124-020

AGREEMENT

This Agreement (hereinafter the "AGREEMENT") entered into this _____ day of _____, 2024 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF ST. CHARLES, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the CITY, in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of constructing drainage improvements to improve the culvert capacity under IL-25 (Riverside Ave) over 7th Avenue Creek, State Job Number: JN-124-020, hereinafter referred to as the IMPROVEMENT; and

WHEREAS, the CITY has requested that the STATE financially participate in the IMPROVEMENT and

WHEREAS, the STATE has agreed to the CITY's request, provided that the CITY first obtain a permit from the STATE for such work; and

WHEREAS, the CITY is desirous of the IMPROVEMENT in that same will be of immediate benefit to the CITY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES hereto agree as follows:

1. The CITY agrees to make the surveys, obtain all necessary rights of way, prepare plans and specification, receive bids and award the contract, furnish engineering inspection during construction and cause the IMPROVEMENT to be built in accordance with the approved plans, specification and contract.
2. The CITY agrees to pay for all right of way, construction and engineering costs, subject to reimbursement by the STATE as hereinafter stipulated.
3. The STATE agrees to reimburse the CITY for 50% of participating costs of the IMPROVEMENT as outlined in Attachment A within STATE ROW up to a maximum AMOUNT of Six Hundred Forty-Three Thousand Three Hundred Fifty-Five Dollars (\$643,355.), hereinafter the "AMOUNT".
4. Upon execution of this Agreement, the STATE will pay the CITY 100% of its share of the IMPROVEMENT costs. The STATE further agrees that upon award of the contract for this IMPROVEMENT, and receipt of an invoice from the CITY, the STATE will pay the CITY within 90 days 100% of all STATE costs, not to exceed the AMOUNT.

5. The CITY shall maintain, for a minimum of 3 years after execution of this agreement, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the IMPROVEMENT shall be available for review and audit by the Audit General and the Department. The CITY agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et- seq.*) unless the provisions of that Act exempt its application.
7. The CITY agrees that it has complied with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
8. The CITY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT.

The CITY has carried out applicable requirements of 49 CFR, Part 26, in the award and administration of STATE assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the STATE deems appropriate.

9. The CITY agrees that in the event any work was performed by other than CITY forces, the provisions of “an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works” (820 ILCS 130/1) shall apply.

10. Upon final field inspection of the IMPROVEMENT, the parties mutually agree to continue to maintain all roadways currently under their respective maintenance and jurisdiction. In addition, the CITY will be responsible for the routine and ordinary maintenance of all drainage facilities constructed under the permit to be obtained from the STATE.

11. It is the intent of the State that all or a portion of the costs to this IMPROVEMENT will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. The provision in no way constitutes an obligation of the STATE to use any particular funding or to confer a contractual or other right to demand that any particular funding by used.

12. The CITY certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. (30 ILCS 565.)

13. Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for the AGREEMENT.

14. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the AGREEMENT.

This AGREEMENT shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

CITY OF ST. CHARLES

By: _____
(Signature)

By: _____

Title:

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Omer Osman Date
Secretary of Transportation

By: _____
Vicki Wilson Date
Chief Fiscal Officer

By: _____
Stephen M. Travia P.E. Date
Director of Highway Project Implementation

By: _____
Michael Prater Date
Acting Chief Counsel

Job No. : N-91-003-24
Agreement No.: JN-124-020

TIN CERTIFICATION

The CITY certifies that:

The number shown on this form is the CITY's correct taxpayer identification number (or the CITY) is waiting for a number to be issued to them), and

The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and

The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: _____

Legal Status

- | | | | |
|--------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> | Individual | <input checked="" type="checkbox"/> | Government |
| <input type="checkbox"/> | Sole Proprietor | <input type="checkbox"/> | Nonresident Alien |
| <input type="checkbox"/> | Partnership/Legal Corporation | <input type="checkbox"/> | Estate or Trust |
| <input type="checkbox"/> | Tax-exempt Corporation providing or billing medical and/or health care services | <input type="checkbox"/> | Pharmacy (Non Corp.) |
| <input type="checkbox"/> | Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> | Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> | Other _____ | <input type="checkbox"/> | Limited Liability Company (select applicable tax classification)
<input type="checkbox"/> D= Disregarded entity
<input type="checkbox"/> C= Corporation
<input type="checkbox"/> P= Partnership |

ATTACHMENT A


Engineer's Opinion of Probable Construction Costs Riverside Avenue (IL-25) over 7th Avenue Creek City of St. Charles, Kane County, IL

Prepared by: HR Green, Inc.
Date Prepared: March 8, 2023

Special	Items	Unit	Quantity	Unit Price	Total	Participating (IDOT ROW) Improvements	Non Participating (City) Improvements
	TREE REMOVAL (6 to 15 UNIT DIAMETER)	UNIT	441.0	\$35.00	\$15,435.00	\$0.00	\$15,435.00
	TREE REMOVAL (OVER 15 UNIT DIAMETER)	UNIT	342.0	\$45.00	\$15,390.00	\$0.00	\$15,390.00
	TREE TRUNK PROTECTION	EACH	9.0	\$130.00	\$1,170.00	\$0.00	\$1,170.00
	TREE ROOT PRUNING	EACH	9.0	\$140.00	\$1,260.00	\$0.00	\$1,260.00
	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU. YD.		\$30.00	\$0.00		\$0.00
	ROCK EXCAVATION	CU. YD.	780.0	\$150.00	\$117,000.00	\$0.00	\$117,000.00
	CHANNEL EXCAVATION	CU. YD.	2991.5	\$40.00	\$119,660.00	\$0.00	\$119,660.00
	ROCK EXCAVATION IN CHANNEL	CU. YD.	574.0	\$180.00	\$103,320.00	\$0.00	\$103,320.00
	POROUS GRANULAR EMBANKMENT	CU. YD.	120.0	\$50.00	\$6,000.00	\$6,000.00	\$0.00
	TRENCH BACKFILL	CU. YD.	600.0	\$45.00	\$27,000.00	\$27,000.00	\$0.00
	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ. YD.	390.0	\$6.00	\$2,340.00	\$0.00	\$2,340.00
*	TOPSOIL FURNISH AND PLACE, 6"	SQ. YD.	4235.0	\$6.00	\$25,410.00	\$0.00	\$25,410.00
	EXPLORATION TRENCH 72 INCHES DEPTH	LIN FT.	30.0	\$40.00	\$1,200.00	\$0.00	\$1,200.00
	SEEDING, CLASS 1B	ACRE	0.615	\$2,100.00	\$1,291.50	\$0.00	\$1,291.50
	NITROGEN FERTILIZER NUTRIENT	LBS	80.0	\$5.00	\$400.00	\$0.00	\$400.00
	POTASSIUM FERTILIZER NUTRIENT	LBS	80.0	\$5.00	\$400.00	\$0.00	\$400.00
	MULCH, METHOD 2	ACRE	1.750	\$2,200.00	\$3,850.00	\$0.00	\$3,850.00
*	EROSION CONTROL BLANKET, D575	SQ. YD.	2980.0	\$1.50	\$4,470.00	\$0.00	\$4,470.00
*	EROSION CONTROL BLANKET, S75-BN	SQ. YD.	1000.0	\$1.50	\$1,500.00	\$0.00	\$1,500.00
*	HEAVY EROSION CONTROL BLANKET, SC-150-BN	SQ. YD.	285.0	\$2.00	\$570.00	\$0.00	\$570.00
	TEMPORARY DITCH CHECKS	FOOT	60.0	\$15.00	\$900.00	\$0.00	\$900.00
	PERIMETER EROSION BARRIER	FOOT	1055.0	\$3.50	\$3,692.50	\$0.00	\$3,692.50
	INLET AND PIPE PROTECTION	EACH	2.0	\$300.00	\$600.00	\$600.00	\$0.00
	INLET FILTERS	EACH	7.0	\$200.00	\$1,400.00	\$1,400.00	\$0.00
*	TEMPORARY EROSION CONTROL SEEDING	POUND	220.0	\$2.00	\$440.00	\$0.00	\$440.00
*	STONE RIPRAP, CLASS A1	SQ. YD.	75.0	\$150.00	\$11,250.00	\$0.00	\$11,250.00
*	STONE RIPRAP, CLASS A5	SQ. YD.		\$55.00	\$0.00	\$0.00	\$0.00
*	STONE HAND PLACED RIPRAP, CLASS A5	SQ. YD.	60.0	\$200.00	\$12,000.00	\$0.00	\$12,000.00
*	STONE RIPRAP, CLASS A7	SQ. YD.	15.0	\$250.00	\$3,750.00	\$0.00	\$3,750.00
	AGGREGATE BASE COURSE, TYPE B, 4"	SQ. YD.	53.0	\$20.00	\$1,060.00	\$1,060.00	\$0.00
	AGGREGATE BASE COURSE, TYPE B, 6"	SQ. YD.	390.0	\$10.00	\$3,900.00	\$0.00	\$3,900.00
	AGGREGATE BASE COURSE, TYPE B, 8"	SQ. YD.	441.0	\$12.50	\$5,512.50	\$5,512.50	\$0.00
	AGGREGATE BASE COURSE, TYPE B, 10"	SQ. YD.	104.0	\$15.00	\$1,560.00	\$1,560.00	\$0.00
	AGGREGATE BASE COURSE, TYPE B, 14-1/2"	SQ. YD.	162.0	\$20.00	\$3,240.00	\$0.00	\$3,240.00
	BITUMINOUS MATERIALS (PRIME COAT)	LBS.	1780.0	\$0.10	\$178.00	\$178.00	\$0.00
	BITUMINOUS MATERIALS (TACK COAT)	LBS.	535.0	\$0.10	\$53.50	\$53.50	\$0.00
	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	278.0	\$100.00	\$27,800.00	\$27,800.00	\$0.00
	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	135.0	\$90.00	\$12,150.00	\$12,150.00	\$0.00
*	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6" (COMPLETE)	SQ. YD.	10.0	\$75.00	\$750.00	\$750.00	\$0.00
*	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3" (COMPLETE)	SQ. YD.	24.0	\$35.00	\$840.00	\$840.00	\$0.00
*	PORTLAND CEMENT CONCRETE SIDEWALK, 5" (COMPLETE)	SQ. FT.	437.0	\$8.00	\$3,496.00	\$3,496.00	\$0.00
*	PROWAG CURBING	LIN FT	61.5	\$35.00	\$2,152.50	\$2,152.50	\$0.00
	DETECTABLE WARNINGS	SQ. FT.	70.5	\$50.00	\$3,525.00	\$3,525.00	\$0.00
	PAVEMENT REMOVAL	SQ. YD.	927.0	\$20.00	\$18,540.00	\$18,540.00	\$0.00
	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ. YD.	830.0	\$15.00	\$12,450.00	\$12,450.00	\$0.00
	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT	SQ. YD.	365.0	\$7.50	\$2,737.50	\$2,737.50	\$0.00
	DRIVEWAY PAVEMENT REMOVAL	SQ. YD.	54.0	\$60.00	\$3,240.00	\$3,240.00	\$0.00
	SIDEWALK REMOVAL	SQ. FT.	58.0	\$7.50	\$435.00	\$435.00	\$0.00
	COMBINATION CURB AND GUTTER REMOVAL	LIN FT.	412.0	\$25.00	\$10,300.00	\$10,300.00	\$0.00
	CLASS C PATCHES, TYPE 4, 9"	SQ. YD.	40.0	\$200.00	\$8,000.00	\$0.00	\$8,000.00
	CLASS D PATCHES, TYPE 4, 9"	SQ. YD.	40.0	\$100.00	\$4,000.00	\$0.00	\$4,000.00
	CLASS D PATCHES, TYPE 4, 11-1/2"	SQ. YD.	162.0	\$130.00	\$21,060.00	\$21,060.00	\$0.00
*	REMOVAL OF EXISTING STRUCTURES (RIVERSIDE AVE CULVERT)	EACH	1.0	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00
*	CAST-IN-PLACE CONCRETE RETAINING WALL REMOVAL	LIN FT.	448.0	\$20.00	\$8,960.00	\$0.00	\$8,960.00
	STRUCTURE EXCAVATION	CU. YD.	773.5	\$50.00	\$38,675.00	\$38,675.00	\$0.00
	ROCK EXCAVATION FOR STRUCTURES	CU. YD.	947.5	\$200.00	\$189,500.00	\$189,500.00	\$0.00
	NAME PLATES	EACH	1.0	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
	PRECAST CONCRETE BOX CULVERT, 12' X 7'	LIN FT.	122.0	\$1,800.00	\$219,600.00	\$219,600.00	\$0.00
	BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	2.0	\$30,000.00	\$60,000.00	\$60,000.00	\$0.00
	CONTROLLED LOW-STRENGTH MATERIAL	CU. YD.	51.2	\$200.00	\$10,240.00	\$0.00	\$10,240.00
	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 15"	EACH	1.0	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 24"	EACH	1.0	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00
	GRATING FOR CONCRETE FLARED END SECTION, 15"	EACH	1.0	\$800.00	\$800.00	\$800.00	\$0.00
	GRATING FOR CONCRETE FLARED END SECTION, 24"	EACH	1.0	\$800.00	\$800.00	\$800.00	\$0.00
	REINFORCED CONCRETE PIPE TEE, 30" PIPE WITH 24" RISER	EACH	1.0	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
	STORM SEWERS, CLASS A, TYPE 2, 12" RCP	LIN FT.	117.5	\$75.00	\$8,812.50	\$8,812.50	\$0.00
	STORM SEWERS, CLASS S, TYPE 1, 12" RCP ASTM C361 "O-RING"	LIN FT.	31.0	\$85.00	\$2,635.00	\$2,635.00	\$0.00
	STORM SEWERS, CLASS A, TYPE 2, 15" RCP	LIN FT.	24.0	\$100.00	\$2,400.00	\$2,400.00	\$0.00
	STORM SEWERS, CLASS A, TYPE 2, 24" RCP	LIN FT.	21.0	\$150.00	\$3,150.00	\$3,150.00	\$0.00
	STORM SEWERS, CLASS A, TYPE 2, 30" RCP	LIN FT.	64.5	\$175.00	\$11,287.50	\$11,287.50	\$0.00
	STORM SEWERS, CLASS A, TYPE 2, 30" RCP ASTM C361 "O-RING"	LIN FT.	20.0	\$185.00	\$3,700.00	\$3,700.00	\$0.00
	STORM SEWER REMOVAL, 10"	LIN FT.	74.0	\$12.00	\$888.00	\$888.00	\$0.00
	STORM SEWER REMOVAL, 12"	LIN FT.	33.0	\$12.00	\$396.00	\$396.00	\$0.00
	STORM SEWER REMOVAL, 15"	LIN FT.	266.0	\$12.00	\$3,192.00	\$3,192.00	\$0.00
	STORM SEWER REMOVAL, 24"	LIN FT.	50.0	\$12.00	\$600.00	\$600.00	\$0.00
	STORM SEWER REMOVAL, 30"	LIN FT.	20.0	\$12.00	\$240.00	\$240.00	\$0.00
	STORM SEWER REMOVAL, 36"	LIN FT.	61.0	\$12.00	\$732.00	\$732.00	\$0.00
*	DUCTILE IRON WATER MAIN, CLASS 52, 8"	LIN FT.	400.0	\$150.00	\$60,000.00	\$0.00	\$60,000.00
*	WATER MAIN IN CASING PIPE, 8", DUCTILE IRON PIPE CLASS 52	LIN FT.	35.0	\$250.00	\$8,750.00	\$0.00	\$8,750.00
*	WATER MAIN CASING PIPE INSULATION	LIN FT.	35.0	\$18.00	\$630.00	\$0.00	\$630.00
*	CONNECTIONS TO EXISTING WATER MAIN	EACH	3.0	\$3,500.00	\$10,500.00	\$0.00	\$10,500.00
	FIRE HYDRANTS TO BE REMOVED	EACH	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00

Special	Items	Unit	Quantity	Unit Price	Total	Participating (IDOT ROW) Improvements	Non Participating (City) Improvements
	CATCH BASINS, TYPE B, 4' DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1.0	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
	CATCH BASINS, TYPE B, 5' DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1.0	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00
	CATCH BASINS, TYPE C, TYPE 11V FRAME AND GRATE	EACH	1.0	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
	MANHOLES, TYPE B, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.0	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
	MANHOLES, TYPE B, 6' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.0	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
	INLETS, 2' DIAMETER, TYPE 11 FRAME AND GRATE	EACH	2.0	\$1,750.00	\$3,500.00	\$3,500.00	\$0.00
*	SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	5.0	\$3,000.00	\$15,000.00	\$0.00	\$15,000.00
	VALVE BOXES TO BE ADJUSTED	EACH	2.0	\$400.00	\$800.00	\$0.00	\$800.00
	PIPE DRAINS, 6"	LIN FT.	52.0	\$45.00	\$2,340.00	\$0.00	\$2,340.00
	REMOVING CATCH BASINS	EACH	4.0	\$800.00	\$3,200.00	\$3,200.00	\$0.00
	REMOVING MANHOLE	EACH	4.0	\$800.00	\$3,200.00	\$3,200.00	\$0.00
	REMOVING INLETS	EACH	1.0	\$500.00	\$500.00	\$500.00	\$0.00
	COMBINATION CONCRETE CURB & GUTTER, B-6.12	LIN FT.	53.0	\$30.00	\$1,590.00	\$0.00	\$1,590.00
	COMBINATION CONCRETE CURB & GUTTER, B-6.24	LIN FT.	359.0	\$50.00	\$17,950.00	\$17,950.00	\$0.00
*	SPLIT RAIL WOOD FENCE	LIN FT.	56.0	\$25.00	\$1,400.00	\$0.00	\$1,400.00
	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM		\$3,500.00	\$0.00	\$0.00	\$0.00
	ON-SITE MONITORING OF REGULATED SUBSTANCES	DAYS		\$1,250.00	\$0.00	\$0.00	\$0.00
	SOIL DISPOSAL ANALYSIS	EACH		\$2,000.00	\$0.00	\$0.00	\$0.00
	NON-SPECIAL WASTE DISPOSAL	CU. YD.	50.0	\$60.00	\$3,000.00	\$3,000.00	\$0.00
	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM		\$3,000.00	\$0.00	\$0.00	\$0.00
	MOBILIZATION	L SUM	1.0	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00
*	TRAFFIC CONTROL AND PROTECTION	L SUM	1.0	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00
*	SIGN PANEL, TYPE 1	SQ. FT.	26.0	\$100.00	\$2,600.00	\$2,600.00	\$0.00
	TELESCOPING STEEL SIGN SUPPORT	FOOT	30.0	\$25.00	\$750.00	\$750.00	\$0.00
	THERMOPLASTIC PAVEMENT MARKING - LINE 4	LIN FT.	80.0	\$3.00	\$240.00	\$240.00	\$0.00
	THERMOPLASTIC PAVEMENT MARKING - LINE 6	LIN FT.	60.0	\$4.00	\$240.00	\$240.00	\$0.00
	THERMOPLASTIC PAVEMENT MARKING - LINE 12	LIN FT.	180.0	\$7.00	\$1,260.00	\$1,260.00	\$0.00
	THERMOPLASTIC PAVEMENT MARKING - LINE 24	LIN FT.	16.0	\$14.00	\$224.00	\$224.00	\$0.00
	CONSTRUCTION LAYOUT	L SUM	1.0	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
	MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES	SQ YD	235.0	\$100.00	\$23,500.00	\$23,500.00	\$0.00
*	CONCRETE DEBRIS REMOVAL FROM CHANNEL	LIN FT.	137.0	\$25.00	\$3,425.00	\$0.00	\$3,425.00
*	NEW VALVE, 8" GATE VALVE	EACH	2.0	\$2,000.00	\$4,000.00	\$0.00	\$4,000.00
*	NEW VALVE, 8" INSERTION VALVE	EACH	0.0	\$5,000.00	\$0.00	\$0.00	\$0.00
*	VALVE VAULTS, 5' DIAMETER VAULT WITH TYPE 1 FRAME, CLOSED LID	EACH	2.0	\$6,000.00	\$12,000.00	\$0.00	\$12,000.00
	FIRE HYDRANT ASSEMBLY (COMPLETE)	EACH	1.0	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
*	SPECIAL WATER MAIN PROTECTION	LIN FT.	85.0	\$160.00	\$13,600.00	\$0.00	\$13,600.00
*	REMOVE SANITARY SEWER, 8", SPECIAL	LIN FT.	158.0	\$100.00	\$15,800.00	\$0.00	\$15,800.00
*	REMOVE WATER MAIN, 6", SPECIAL	LIN FT.	26.0	\$100.00	\$2,600.00	\$0.00	\$2,600.00
	REMOVE WATER MAIN, 8", SPECIAL	LIN FT.	45.5	\$100.00	\$4,550.00	\$0.00	\$4,550.00
*	SANITARY SEWER BYPASS PUMPING	L SUM	1.0	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00
*	SANITARY SEWERS, 8", POLYVINYL CHLORIDE ASTM D-3034 SDR 26	LIN FT.	39.0	\$200.00	\$7,800.00	\$0.00	\$7,800.00
*	SANITARY SEWERS, 8", DUCTILE IRON PIPE CLASS 52	LIN FT.	135.5	\$250.00	\$33,875.00	\$0.00	\$33,875.00
*	SANITARY MANHOLES, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.0	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
*	TEMPORARY FLOW BYPASS	L SUM	1.0	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00
*	DIVERSION WALL	EACH	1.0	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00
*	SOIL PREPARATION	ACRE	0.875	\$3,000.00	\$2,625.00	\$0.00	\$2,625.00
*	SEEDING (SPECIAL - NATIVE SPECIES VARIOUS)	ACRE	0.260	\$5,000.00	\$1,300.00	\$0.00	\$1,300.00
*	CROSS VANE SPECIAL	EACH	2.0	\$6,000.00	\$12,000.00	\$0.00	\$12,000.00
*	MONITORING AND MAINTENANCE	YEARS	3.0	\$12,500.00	\$37,500.00	\$0.00	\$37,500.00
*	FENCE REMOVAL	LIN FT.	159.0	\$10.00	\$1,590.00	\$0.00	\$1,590.00
*	ITEMS AS ORDERED BY THE ENGINEER	L SUM	1.0	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00
	TREES	EACH	10.0	\$1,000.00	\$10,000.00	\$0.00	\$10,000.00
	Sub-Total of Construction Costs				\$1,932,876.00	\$1,017,162.00	\$915,714.00
	Contingency (15%)				\$289,931.40	\$152,574.30	\$137,357.10
	Total of construction Costs				\$2,222,807.40	\$1,169,736.30	\$1,053,071.10
	Construction Engineering (10%)				\$222,280.74	\$116,973.63	\$105,307.11
	Grand Total (Total of Construction Costs + Construction Engineering)				\$2,445,088.14	\$1,286,709.93	\$1,158,378.21
	IDOT Participation (50% of Participating (IDOT ROW) Improvements					\$643,354.97	\$0.00
	Non Participating (50% of Participating (IDOT ROW) Improvements + 100% of Non Participating (City) Improvements					\$643,354.97	\$1,158,378.21

SUMMARY:
Total Project Costs \$2,445,088.14
IDOT Requested Cost Participation \$643,354.97
City funded Costs \$1,801,733.18

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *5.E
	Title:	Recommendation to Approve Resolutions Authorizing Easements for the Riverside Culvert Project	
	Presenter:	Chris Gottlieb	
Meeting: Government Services Committee		Date: April 22, 2024	
Proposed Cost: \$ 0.00		Budgeted Amount: \$0.00	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>As part of the ongoing 7th Avenue Creek flood control project, the City will be replacing the culvert carrying 7th Avenue Creek under Riverside Ave (IL-25). The current culvert is smaller than required to convey projected flood flows. The culvert will be relocated to the south to remove it from private property and the size will be increased. Additionally, the creek will be re-meandered and the bike path will be realigned to be perpendicular to the roadway. We will also use this opportunity to make a water main connection along Riverside Avenue improving system resiliency.</p> <p>The City must participate in two easements in order to build and maintain this project: Parcel 002 – Grant a permanent easement to IDOT for five feet around the culvert headwalls in order to allow for access and maintenance.</p> <p>Parcel 003 – Accept a temporary construction easement at 1727 Riverside Ave. to remove the existing culvert, realign the creek, and perform restoration.</p> <p>The easement documents are being finalized at this time but the final documents are substantially in the form attached.</p>			
Attachments (please list):			
*Temporary and Permanent Easement Documents			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve Resolution accepting temporary easement and granting permanent easement for construction and maintenance of the Riverside culvert.			

Temporary Easement

**1727 RIVERSIDE AVENUE, PARCEL NO. 0934478013
GRANT OF TEMPORARY EASEMENT**

In consideration of One & No/100--- (\$1.00) ---Dollars and other good and valuable consideration receipt of which is hereby acknowledged, Mary Ann Fox ("Grantor") hereby grants to the City of St. Charles (the "City"), an Illinois Municipal Corporation of Kane County, Illinois, its designees and assigns, a temporary easement over the property located at 1727 Riverside Avenue (hereinafter the "Property"), for land and utility improvements including but not limited to: grading, landscape restoration, driveway removal and replacement, retaining wall removal, storm and water utility improvements.

The purpose of this temporary easement is for the City to enter upon the property, as highlighted in the attached Easement Exhibit, to perform land and utility improvements. The City shall have the right to enter upon the Property solely for the purpose associated with this grant. Upon the completion of the work and restoration by the City, this easement shall be deemed to be terminated and shall have no further force or effect. The City shall hold Grantors, their successors and assigns, harmless and indemnify them from any liability, causes, claims or damage that may arise as a result of activities undertaken by the City or agents thereof in connection with the land and utility improvements. This easement shall terminate upon the earliest to occur of a) the day after work has been completed and the Property restored, and b) October 31, 2025.

The City agrees to restore all disturbed land to original condition or better, to the approval of the Property Owner.

This easement granted this _____ day of _____, 2024.

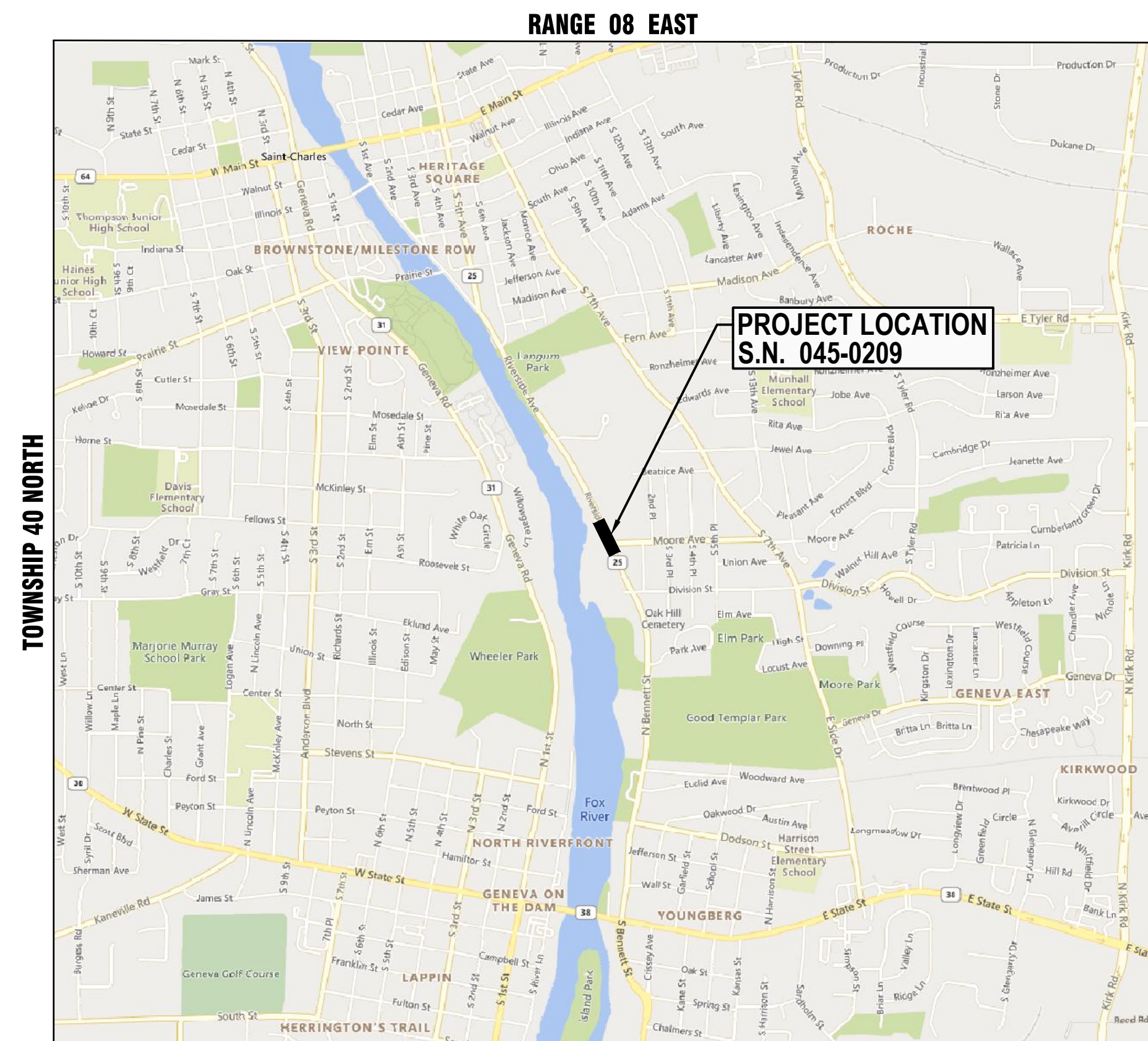
Property Owner(s)

City of St. Charles

PLAT OF HIGHWAYS FOR: 7TH AVENUE CREEK - PHASE 2 RIVERSIDE AVE. (ILLINOIS ROUTE 25) CULVERT IMPROVEMENTS

CITY OF ST. CHARLES
KANE COUNTY, ILLINOIS
JOB NO.: R-91-018-24

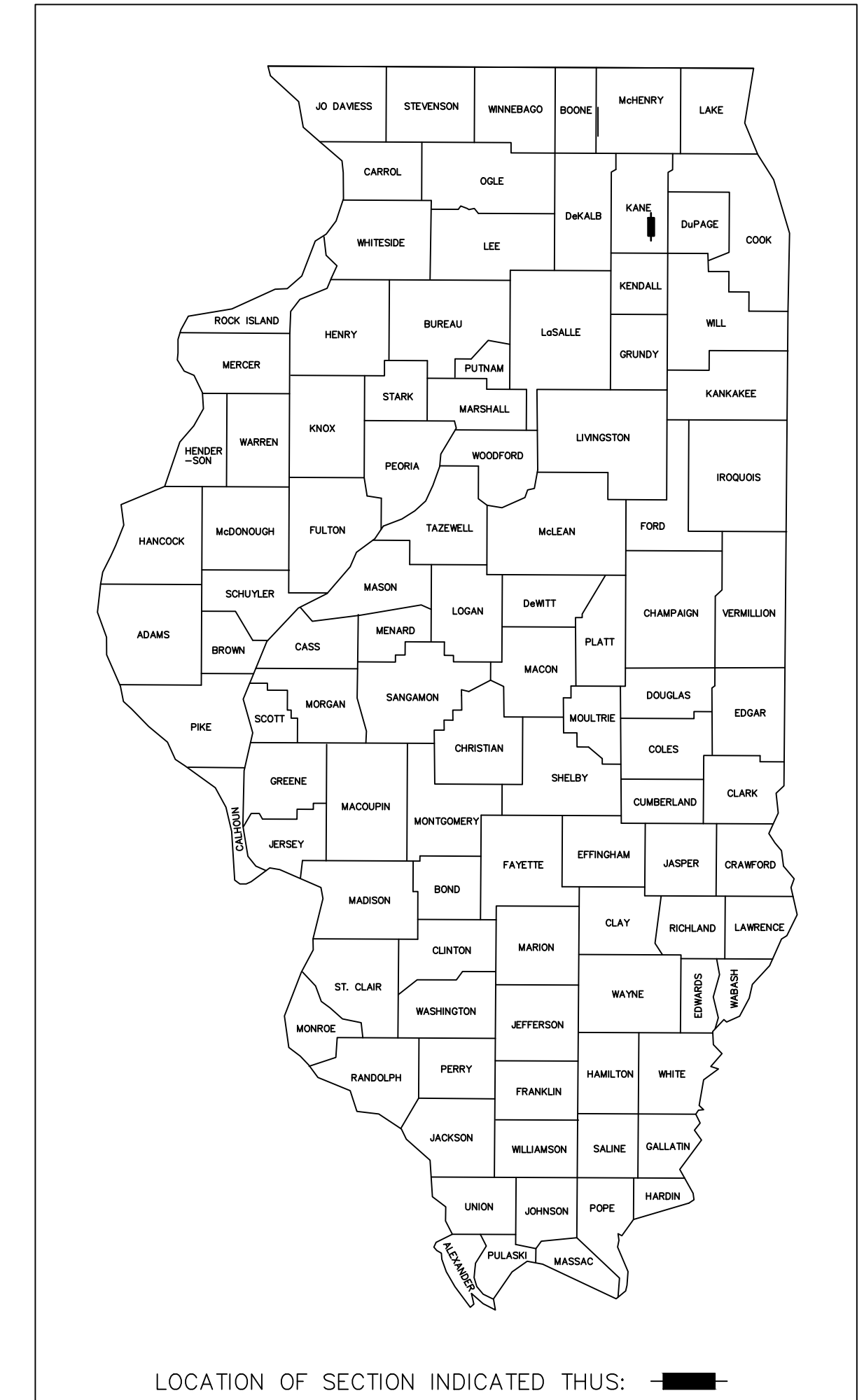
PARCEL NUMBER	OWNER	SHEET NUMBER	TITLE COMMITMENT NUMBER	PROPERTY ACQUIRED BY
11824001PE 11824001TE	ST. CHARLES PARK DISTRICT	2	SEC-2023KN-2849.0	
11824002PE	CITY OF SAINT CHARLES, AN ILLINOIS MUNICIPAL CORPORATION	2	SEC-2023KN-2850.0	
11824003TE	MARYANNE FOX, TRUSTEE OF THE MARYANNE FOX TRUST AGREEMENT DATED NOVEMBER 22, 1996	2	SEC-2023KN-2851.0	



KANE COUNTY- ST. CHARLES TOWNSHIP
THIRD PRINCIPAL MERIDIAN
PROJECT LOCATION MAP
SCALE: N.T.S.



2363 Sequoia Drive, Suite 101 | Aurora, IL 60504
Phone: 815.385.1778 | Toll Free: 800.728.7805 | Fax: 815.385.1781 | HRGreen.com



LOCATION OF SECTION INDICATED THIS: [Red Box]

**PROJECT LOCATED IN THE
CITY OF ST. CHARLES**

**PRINTED BY THE AUTHORITY
OF THE CITY OF ST. CHARLES**

IDOT USE ONLY

PLAT PREPARED FOR:

CITY OF ST. CHARLES
CHRIS GOTTLIEB, P.E.
PUBLIC WORK MANAGER - ENGINEERING
CITY OF ST CHARLES DEPT. OF PUBLIC WORKS
2 E. MAIN STREET
ST. CHARLES, IL 60174
PHONE: 630-377-4405

PART OF THE SOUTHEAST 1/4 OF SECTION 34 AND THE SOUTHWEST 1/4 OF SECTION 35, BOTH IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

ALIGNMENT POINT TABLE PROJECT COORDINATES ILLINOIS STATE PLANE, EAST ZONE, NAD 83 (2011)					
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
1	1905987.23	993112.83			
2	1906027.59	993093.60			
3	1906225.75	993012.67			
4	1906333.04	992975.05			
5	1906428.88	992938.90			

LEGEND

- SECTION LINE
- QUARTER SECTION LINE
- QUARTER, QUARTER SECTION LINE
- PLATTED LOT LINE
- PROPERTY (DEED) LINE
- APPEARANT PROPERTY LINE
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- MEASUREMENT CONTINUED TO NEXT PAGE
- EXISTING BUILDING

129.32'
129.32'(COMP)
(129.32')
129.32'

129.32'

16 SECTION CORNER

15 QUARTER SECTION CORNER

- BEARINGS, DISTANCES & COORDINATES SHOWN HEREON ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) GRID.
 - ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OR 0.99994743.
 - AREAS SHOWN ON THIS PLAT ARE "GROUND"
 - ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.
- IRON PIPE OR ROD FOUND
 - REPLACED AFTER CONSTRUCTION
 - + CUT CROSS FOUND OR SET
 - SET 5/8" IRON ROD
 - T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 - T2
 - T3
 - BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO THE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 - BT2
 - BT3
 - STAKING OF PROPOSED RIGHT OF WAY. SET 5/8 INCH REBAR.
 - M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 - ⊙ PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)

STATE OF ILLINOIS } S.S.
COUNTY OF KANE

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 34 & 35, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE CITY OF ST. CHARLES, STATE OF ILLINOIS.

DATED AT AURORA, ILLINOIS THIS 3rd DAY OF APRIL, 2024 A.D.

BERNARD J. BAUER (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3799
LICENSE EXPIRATION DATE: 11/30/2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

R.O.W. POINT TABLE PROJECT COORDINATES ILLINOIS STATE PLANE, EAST ZONE, NAD 83 (2011)					
POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
10	1906129.49	993024.68	23	1906172.17	992927.52
11	1906120.72	992999.68	24	1906176.10	993062.93
12	1906191.82	992974.73	25	1906183.38	993059.16
13	1906202.03	992999.24	26	1906214.53	993049.08
14	1906116.89	993029.11	27	1906220.07	993066.20
15	1906081.47	993043.32	28	1906176.61	993080.27
16	1906051.01	992961.81	29	1906144.21	992860.50
17	1906029.86	992801.93	30	1906147.75	992859.26
18	1906025.99	992799.27	31	1906157.18	992875.21
19	1906036.32	992784.23	32	1906182.21	992860.51
20	1906053.03	992777.90	33	1906234.50	992977.15
21	1906108.10	992763.62	34	1906249.93	992971.83
22	1906167.46	992922.89	35	1906253.24	992981.27

North Arrow

(IN FEET)
SCALE: 1" = 20'

PARCEL NUMBER	TOTAL HOLDINGS (ACRES)±	PART TAKEN (ACRES)±	AREA IN EXISTING R.O.W. (ACRES)±	REMAINING AREA (ACRES)±	EASEMENT AREA ACRES±	SQUARE FEET±	PARCEL INDEX NUMBER
11824001PE					0.046		09-34-478-014
11824001TE	1.188				0.521		
11824002PE	0.243				0.018		09-35-351-020
11824003TE	0.508				0.122		09-34-478-013

IDOT USE ONLY

PLAT OF HIGHWAYS
STATE OF ILLINOIS
CITY OF ST. CHARLES

ILLINOIS ROUTE 25 (RIVERSIDE AVE.)

SECTION: COUNTY: KANE
PROJECT: JOB NO.: R-91-018-24
STATION: 10+13.20 TO 13+31.12
SCALE: 1" = 20' SHEET: 2 OF 2

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, IL 60174

Route: Riverside Drive (Illinois Route 25)

County: Kane

Parcel No.: 11824-0003TE

Station: 12+34.28 to 12+95.06

Index No.: 09-34-478-013

A Temporary Construction Easement over part of the Southeast Quarter of Section 34, Township 40 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), described as follows:

Commencing At The Northwest Corner of Lot 1 in Block 6 of Western Samaritan Subdivision, according to the plat thereof recorded February 10, 1928 in Book 26 of Plats, Page 16; Thence South 88 Degrees 40 Minutes 38 Seconds West, along the westerly extension of the northerly line of said Lot 1, 213.62 feet to the easterly line of the lands described in deed recorded March 30, 1972 as document 1221566, said line being the westerly right-of-way line of Riverside Drive (Illinois Route 25), as monumented and occupied; Thence North 19 Degrees 20 Minutes 02 Seconds West, along said westerly right-of-way line, 90.23 feet to the northeasterly corner of said lands and the southeasterly corner of the lands described in warranty deed recorded August 14, 2020 as document 2020K045695 for a Point of Beginning; Thence South 67 Degrees 23 Minutes 35 Seconds West, along the southerly line of said lands described in document 2020K045695, 77.68 feet to a bend point in said southerly line; Thence South 44 Degrees 32 Minutes 16 Seconds West, along the southerly line of said lands, 6.60 feet to a bend point in said lands; Thence South 69 Degrees 33 Minutes 35 Seconds West, along said southerly line, 66.59 feet; Thence North 19 Degrees 20 Minutes 56 Seconds West, 3.75 feet; Thence North 59 Degrees 23 Minutes 35 Seconds East, 18.53 feet; Thence North 30 Degrees 24 Minutes 58 Seconds West, 29.02 feet; Thence North 65 Degrees 51 Minutes 15 Seconds East, 127.83 feet; Thence North 19 Degrees 02 Minutes 22 Seconds West, 16.32 feet; Thence North 70 Degrees 39 Minutes 58 Seconds East, 10.00 feet to the easterly line of said lands and said westerly right-of-way line; Thence South 19 Degrees 20 Minutes 02 Seconds East, 54.27 feet to said Point of Beginning.

Said Temporary Construction Easement containing 0.122 acres, more or less.

Route: Riverside Avenue (Illinois Route 25)

County: Kane

Parcel No.: 11824002PE

Station: 11+88.66 to 12+36.04

Index No.: 09-35-351-020

A Permanent Easement That part of Lot 1 in 1734 Riverside Subdivision, according to the plat thereof recorded September 03, 2020 as document 2020K050594, in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combination factor of 0.99994743, described as follows:

Commencing at the southeast corner of said Lot 1; Thence South 88 degrees 20 minutes 36 seconds West, along the southerly line of said Lot 1, 100.62 feet for a Point of Beginning; Thence continuing along said southerly line, South 88 degrees 20 minutes 36 seconds West, 17.35 feet to the southwesterly corner of said Lot 1; Thence northerly 8.23 feet along the westerly line of said Lot 1, being a nontangential curve to the right, said curve having a radius of 25.00 feet, a chord that bears North 27 degrees 22 minutes 19 seconds West and a chord of 8.20 feet to a point of tangency; Thence North 17 degrees 56 minutes 07 seconds West, along said westerly line and tangent to last described curve, 32.73 feet; Thence North 72 degrees 03 minutes 53 seconds East, perpendicular to last described line, 18.00 feet to a line 18.00 feet easterly of and parallel with said westerly line; Thence South 17 degrees 56 minutes 07 seconds East, along said parallel line, 45.68 feet to said Point of Beginning.

Said Permanent Easement containing 0.018 acres, more or less.

Owner The City of St. Charles
Address 2 E. Main Street
 St Charles, IL 60174
Route IL-25 (Riverside Ave.)
County Kane
Job No. Riverside Culvert Replacement
Parcel No. 11824002PE
P.I.N. No. 09-35-351-020
Section N/A
Project No. R-91-018-24
Station 10+00
Station 14+75
Contract No.
Catalog No.

PERMANENT EASEMENT
(Governmental Entity)

The City of St. Charles, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Laura Vitek, its Mayor, for and in consideration of 0.00 Dollars (\$0.00), receipt of which is hereby acknowledged, and pursuant to the provisions of its charter hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a permanent easement for the purpose of culvert improvement and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Kane, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the “premises.”

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor’s remaining property, except as herein expressly granted; provided, however, Grantor’s use and occupation of the premises may not interfere with Grantee’s use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the day of , 2024.

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

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

Dated this _____ day of _____, 2024.

City of St. Charles
Name of Governmental Entity

By: _____
Signature

ATTEST:

Laura Vitek, Mayor
Print Name and Title

By: _____
Signature

Nancy Garrison, City Clerk
Print Name and Title

State of _____)
)
) ss
County of _____)

This instrument was acknowledged before me on _____, 2024, by _____, as _____ and _____, as _____ of _____, a governmental entity organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after recording, return to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition



**Illinois Department
of Transportation**

Affidavit of Title

Owner City of St. Charles
 Address 2E Main St.
 St. Charles, IL 60174
 Route IL-25 (Riverside Ave)
 Section N/A
 County Kane
 Project Riverside Culvert Replacement
 Job No. R-91-018-24
 Parcel No. 11824002PE
 P.I.N. No. 09-35-351-020
 Station 10+00
 Station 14+75
 Catalog No.
 Contract No.

State of Illinois)
) ss.
 County of Kane)

I, Laura Vitek , Mayor of the City of St. Charles

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 Vacant and unimproved Agricultural and unimproved
 Improved and
 (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual **owner** of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2024 .

By: _____
Signature

Laura Vitek, Mayor
Print Name and Title if applicable

State of _____)
County of _____) ss
_____)

This instrument was acknowledged before me on _____, 2024, by
_____ .

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

Route: IL-25 (Riverside Ave.)
County: Kane
Job No.: R-91-018-24
Parcel: 11824002PE
Property Owner: City of St. Charles

April 5, 2024

Dear Property Owner:

In order to comply with State and Federal policies on land acquisition, we must inform you of your right to have the required property appraised and to receive compensation in the full amount of the approved appraisal. You may, if you so desire donate the necessary right of way

We appreciate your cooperation in this matter. If you have any questions regarding right of way acquisition or donations, please direct them to Mark Somers, Chief of Negotiations

Very truly yours,

Jose Rios, P.E.
Region One Engineer

By: Omolara Johnson
Bureau Chief of Land Acquisition

I recognize my right to an appraisal and compensation in the full amount of the approved appraisal; however, I wish to donate the necessary right of way.

Property Owner Signature

Property Owner Signature

Print Name & Title

Print Name & Title

Date

Date

Statement of Compliance with the Public Officers Prohibited Activities Act
(50 ILCS 105/3.1)

CHECK ONE

- Grantor has not received and will not receive a non-monetary benefit from the Illinois Department of Transportation (for example, an added improvement, re-built or relocated improvement or any other valuable service) in exchange for the donation of this parcel.

OR

- Grantor has received or will receive a non-monetary benefit from the Illinois Department of Transportation in exchange for the donation of this parcel. To comply with 50 ILCS 105/3.1, Grantor shall disclose, in writing, all owners, beneficiaries, etc. of this parcel.

Owner's Signature

Owner's Signature

Date

Date

Confirmed:

Illinois Department of Transportation Representative

Date