

**AGENDA**  
**ST. CHARLES GOVERNMENT SERVICES COMMITTEE MEETING**  
**CHAIRMAN ED BESSNER**  
**MONDAY, FEBRUARY 28, 2022 - 7:00 P.M**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. 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.

**4. PUBLIC WORKS DEPARTMENT**

- A.** Recommendation to approve a Resolution to award Additional Budgeted Funds to Hooper Corporation for Electric Distribution Reinforcement and Upgrade Replacement Services.
- B.** Recommendation to approve an Ordinance to approve Replacing Existing City Code 13.08.320 titled “Renewable Generation Energy Purchase Policy” with a new “Customer Self-Generation Net Metering Policy” in Accordance with the Newly Enacted State of Illinois “Climate and Equitable Jobs Act”.
- C.** Recommendation to Approve an Ordinance to Approve Replacing Existing City Code 13.08.315 titled “Interconnection Services for On-Site Generation Facilities” with a new “Customer-Owned Generating Facilities Interconnection Agreement” in Accordance with the Newly Enacted State of Illinois “Climate and Equitable Jobs Act”.
- D.** Recommendation to approve a Resolution to award the Bid for Water and Wastewater Treatment Chemicals.
- E.** Recommendation to approve a Resolution to approve Well #7 and #13 Interconnect Construction Project.
- F.** Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Pollution Control Loan Program for Riverside Lift Station.
- G.** Recommendation to approve a Resolution to approve Riverside Lift Station Replacement Construction Project.
- H.** Recommendation to approve a Resolution to execute an Agreement for Lawn Mowing Services with Milieu Landscaping.

- I. Recommendation to approve a Resolution to execute a 5-Year Contract for Janitorial Services.
- \*J. Recommendation to approve a Resolution to award the Contract Extension for Water Treatment Salt.
- \*K. Recommendation to approve a Resolution to award the Bid for Fire Hydrant Painting.
- \*L. Recommendation to approve a Resolution to Waive the Formal Bid Procedure and award Proposal for Eastside Lift Station Pump Replacement.
- \*M. Recommendation to approve a Resolution authorizing Application to Kane County Riverboat Grant Program.
- \*N. Recommendation to approve a Resolution Authorizing the Sale of Items of Personal Property owned by the City of St. Charles via an online auction to the highest bidder.
- O. Recommendation to approve a Resolution Authorizing a Limited License Agreement with Zayo Group LLC for Fiber Installation within St. Charles Rights-of-Way.

**5. EXECUTIVE SESSION**

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- 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)

**6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS**

**7. ADJOURNMENT**

*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](mailto: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).



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4.A**

**Title:**

Recommendation to Approve a Resolution to Award Additional Budgeted Funds to Hooper Corporation for Electric Distribution Reinforcement and Upgrade Replacement Services

**Presenter:**

Paul Hopkins

**Meeting:** Government Services Committee

**Date:** February 28, 2022

Proposed Cost: \$400,000

Budgeted Amount: \$400,000

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

Resolution No. 2021-32 awarded a Contract Extension to Hooper Corporation for Electric Distribution Reinforcement and Upgrade Replacement Services for FY 22.

Beyond initially designed projects, there are several additional reinforcement and upgrade projects that have been engineered and are available for installation. Approving additional budgeted funds for projects to be completed through Hooper Corporation within FY 22 will add to increasing reliability of the electric infrastructure. The Hooper Foreman and crews have continued to be very productive and collaborative with our operations, and provide excellent customer service with City residents and customers.

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

\*City Resolution No. 2021-32

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

Recommendation to approve a Resolution to award an additional budgeted \$400,000 to Hooper Corporation for Electric Distribution Reinforcement and Upgrade Replacement Services.

REFER TO:

Minutes 4-5-2021

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**City of St. Charles, Illinois  
Resolution No. 2021-32**

**A Resolution authorizing the Mayor and City Clerk of the City of St. Charles to award One Year Contract Extension to Hooper Corporation for Electric Distribution Reinforcement and Upgrade Replacement Services in an amount not to exceed \$600,000**

**Presented & Passed by the  
City Council on April 5, 2021**

WHEREAS, Hooper Corporation was the low evaluated bid for time and equipment overhead contractor services for FY 19 with increases for FY 20 and FY 21;

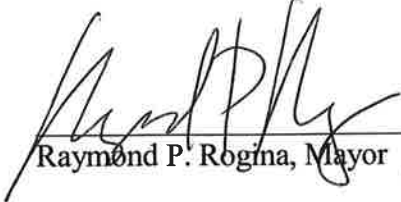
WHEREAS, Hooper Corporation has offered a one year extension for FY 22 with a 1.5 % increase over FY 21 rates;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that a One Year Contract Extension for Electric Distribution Reinforcement and Upgrade Replacement Services be awarded to Hooper Corporation in an amount not to exceed \$600,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 5<sup>th</sup> day of April, 2021

PASSED by the City Council of the City of St. Charles, Illinois, this 5<sup>th</sup> day of April, 2021

APPROVED by the Mayor of the City of St. Charles, Illinois, this 5<sup>th</sup> day of April, 2021

  
Raymond P. Rogina, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes: 9

Nays: 0

Absent: 1

Abstain: 0



**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution to award an additional budgeted \$400,000 to Hooper Corporation for Electric Distribution Reinforcement and Upgrade Replacement Services**

**Presented & Passed by the  
City Council on March 7, 2022**

WHEREAS, Resolution No. 2021-32 awarded a Contract Extension to Hooper Corporation for Electric Distribution Reinforcement and Upgrade Replacement Services for FY 22;

WHEREAS, beyond initially designed projects, there are several additional reinforcement and upgrade projects that have been engineered and are available for installation;

WHEREAS, Approving additional budgeted funds for projects to be completed through Hooper Corporation within FY 22 will add to increasing reliability of the electric infrastructure

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that additional budgeted \$400,000 be awarded to Hooper Corporation for Electric Distribution Reinforcement and Upgrade Replacement Services.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

PASSED by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

APPROVED by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Resolution No. \_\_\_\_\_

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COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4.B**

**Title:**

Recommendation to Approve an Ordinance Replacing Existing City Code 13.08.320 titled “Renewable Generation Energy Purchase Policy” with a new “Customer Self-Generation Net Metering Policy” in Accordance with the Newly Enacted State of Illinois “Climate and Equitable Jobs Act”

**Presenter:**

Paul Hopkins

**Meeting:** Government Services Committee

**Date:** February 28, 2022

Proposed Cost: \$-0-

Budgeted Amount: \$-0-

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

The new Illinois Climate and Equitable Jobs Act requires Co-Op and Municipal Electric Utilities to have their municipal codes written or adjusted to comply with the Act’s requirements. Pertinent portions of the Act address customer rights to install renewable energy generation, such as solar-voltaic systems; capacity limitations of such installations; equitable compensation for a customer’s excess energy produced which is returned to the customer’s serving utility distribution grid; permitting processes; fee structures; and real and potential effects of such installations on utility distribution systems. The Act also requires Co-Op and Municipal Electric Utilities to be completely in compliance by March 14, 2022, which is 180 days from the effective date of the Act. The attached Net Metering Policy is specific to St. Charles and meets all requirements of the new law.

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

\*Proposed Customer Self-Generation Net Metering Policy

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

Recommendation to approve an Ordinance Replacing Existing City Code 13.08.320 titled “Renewable Generation Energy Purchase Policy” with a new “Customer Self-Generation Net Metering Policy” in Accordance with the Newly Enacted State of Illinois “Climate and Equitable Jobs Act”.

**City of St. Charles, Illinois**  
**Ordinance No. \_\_\_\_\_**

**An Ordinance Amending Title 13 “Public Utilities,”  
Chapter 13.08 “Electricity,” Section 13.08.320, “Renewable Generation  
Energy Purchase Policy” of the St. Charles Municipal Code**

WHEREAS, the new Illinois “Climate and Equitable Jobs Act” requires Co-Op and Municipal Electric Utilities to have their Municipal Codes written or adjusted to comply with the Act’s requirements;

WHEREAS, pertinent portions of the Act address customer rights to install renewable energy generation, such as solar-voltaic systems; capacity limitations of such installations; equitable compensation for a customer’s excess energy produced which is returned to the customer’s serving utility distribution grid; permitting processes; fee structures; and real and potential effects of such installations on utility distribution systems;

WHEREAS, the Act also requires Co-Op and Municipal Electric Utilities to be completely in compliance by March 14, 2022, which is 180 days from the effective date of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: That Title 13, “Public Utilities,”; Chapter 13.08 “Electricity,”; Section 13.08.320, “Renewable Generation Energy Purchase Policy,” of the St. Charles Municipal Code, be and is hereby amended by deleting the same and substituting the following therefore:

**13.08.320** Customer Self-Generation Net Metering Policy 2022

Section 1: St. Charles Municipal Electric Utility (SCMEU) shall make available, upon request, net metering service to any customer taking service from SCMEU and who meets the requirements set forth in this policy. For purposes of this policy “net metering” means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to SCMEU electric distribution facilities, may be used to offset electric energy provided by SCMEU to the electric customer as provided for in this policy. The term “net metering” is not used as a limiting term, but rather is used in its general sense to include the full range of methods for valuing customer self-generation and implementing fair credits for excess energy delivered to the SCMEU distribution system by the customer. For multi-unit residential and commercial buildings, if all units are on the same account it qualifies as a single customer for purposes of this policy. If individual units are separately metered and individual tenants have individual accounts, then the term “customer” only refers to the building owner and any usage by the owner. SCMEU cannot be responsible to allocate



renewable generation facilities to individual accounts in a multi-unit residential or commercial building. Before the project starts construction, the customer must complete the attached application form and receive approval from the Public Works Manager of Electric Services. The customer's solar system provider or installation contractor must complete and deliver the attached Certification of Completion to the Public Works Manager of Electric Services before the installation can be placed in service.

Section 2: For purposes of this policy, an eligible on-site generating facility shall be defined as a renewable energy generating facility, such as photovoltaic facilities and small wind turbines, and may include technology to store renewable energy at the customer's premises. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by SCMEU to be renewable to qualify for this policy.

Section 3: The electric generating facility must also abide by SCMEU's Interconnection Standards (13.08.315) that are currently in place at the time of installation in order to be an eligible on-site generating facility.

Section 4: Subject to the limitations set forth herein, SCMEU shall make net metering service available upon request to any SCMEU residential or small commercial electric customer with an eligible on-site generating facility owned by the customer. The determination whether a customer is a residential or small commercial customer is based on the City of St. Charles rate classification under which the customer takes electric service and qualifies for, which is Rate 1 for residential and Rate 3 for small commercial. The eligible on-site generating facility shall be located on the customer's premises on the customer's side of the billing meter, connected through a branch circuit breaker located in the customer's MCB main distribution panel, and be sized to primarily produce only enough electricity to offset the customer's own electrical requirements. Proper sizing of eligible on-site generating facilities shall be determined as set forth in Section 13 below.

Section 5: Any request for net metering service by a customer that is not a residential or small commercial customer shall be considered on a case by case basis. The decision with respect to such facilities shall be made by the Public Works Manager of Electric Services based on potential impacts to the distribution system, or portions thereof, as well as to the property of other customers of SCMEU. Customers that do not qualify for net metering service under this Policy shall be permitted to interconnect and self-generate as required by, and in accordance with, the Federal Energy Regulatory Commission's rules under the Public Utility Regulatory Policies Act (PURPA) on a case by case basis.

Section 6: Notwithstanding the provisions in Section 4, SCMEU reserves the authority to withhold, deny or delay approval of the interconnection of proposed on-site generating facilities and of net metering service hereunder if the operation of the facility would be unsafe, or pose a risk of adverse impacts to the distribution system or portions thereof, or to the property of other customers of SCMEU. SCMEU shall withhold approval for only so long as is reasonably necessary to remedy the risk of adverse impact. SCMEU shall only deny approval if the adverse impact cannot reasonably be remedied, or if the customer refuses to meet all applicable State and local safety and electrical code requirements, or refuses to provide for payment of the costs of the improvements to the facility or the system that are required to accommodate the otherwise eligible on-site generating facility. SCMEU shall not be required to make unscheduled improvements to its distribution system or portions thereof to remedy the situation causing the delayed or withheld approval unless the customer agrees to pay for the reasonable costs thereof. Likewise, SCMEU may require a customer with an approved on-site generating facility that has been installed and begun to operate to suspend operations of the facility if it becomes unsafe, or causes adverse impacts to the distribution system or

portions thereof, or to the property of other customers of SCMEU, and such suspension shall be in place only so long as is reasonably necessary to remedy the adverse impact. SCMEU may require the customer to disconnect the on-site generating facility from the distribution system in dangerous or damaging situations.

Section 7: [This Section left blank intentionally.]

Section 8: (a) Energy generated by the customer-owned generator during the billing period may supply all or a portion of the energy required by the customer's load. The customer shall be credited for excess energy delivered by the customer to SCMEU at the meter from the approved on-site generating facility.

(b) Eligible on-site generating facilities that were approved and in service on or prior to the effective date of the 2022 revisions to this Policy, the following credit method shall be used to determine excess energy credit for a period of ten calendar years from the original installation in-service date:

All energy generated by the customer in excess of the energy required by the customer's loads are recorded on the SCMEU bi-directional meter for quarterly calendar periods and read at the beginning of the next sequential quarter. Credits for energy delivered to the SCMEU distribution system by the customer are calculated on SCMEU's previous calendar year's average cost of electricity and posted as a credit on the customer's next utility bill. Credits may be carried forward in accordance with paragraph (e) below.

(c) For eligible on-site generating facilities that were approved and in service on or after the effective date of the 2022 revisions to this Policy, the following credit method shall be used to determine excess energy credit:

All energy generated by the customer in excess of the energy required by the customer's loads are recorded on the SCMEU bi-directional meter for quarterly calendar periods and read at the beginning of the next sequential quarter. Credits for energy delivered to the SCMEU distribution system by the customer are calculated on a Fair Solar Credit as required by the 2021 Climate and Equitable Jobs Act and is described in detail in Section 12 of this policy. Credits will be posted as a credit on the customer's next utility bill. Credits may be carried forward in accordance with paragraph ( e ) below. Energy delivered by the utility to the customer at the meter, as reflected in the meter reading, shall be billed at the appropriate utility full retail energy rate and for any excess energy generated by the customer from an approved on-site generating facility and delivered by the customer to the utility at the meter, as reflected in the meter reading, a credit shall be created and applied to the customer's bill based upon the lesser of the full retail energy rate for the customer class and the avoided cost of energy. Avoided cost shall be determined as set forth in Section 12 below. SCMEU shall install an appropriate meter to measure both the energy delivered by the utility to the customer at the meter and the energy delivered by the customer to the utility at the meter from the approved on-site generating facility.

(d) Credits from electric energy delivered to the municipal distribution system by the customer shall be used to offset usage based electric energy (kWh) charges only. No such credits shall be applied to, and the customer shall remain responsible for, (i) taxes, fees, and other charges that would otherwise be applicable to the net amount of electric energy (kWh) purchased by the customer from (Utility) or consumed by the customer, and (ii) other charges to the customer under any other rules, regulations or rates that are not based on per kilowatt-hour (kWh) charges, including but not limited to, basic service charges, customer service charges, facilities charges, demand charges, kVAR

charges, transformation charges, taxes and assessments billed on other than kWh basis, rental fees, and late fees.

(e) SCMEU shall carry over any unused credits earned and apply those credits to subsequent billing periods to offset usage based electric energy (kWh) charges only for electric energy supplied to the customer by SCMEU until all credits are used or until the end of the annual period. The annual period shall end each year on April 30; however, for new net metering customers with generating facilities installed during an annual period, the annual period shall end on April 30 of the following year. At the end of the annual period or in the event that the customer terminates service at the service location with SCMEU prior to the end of annual period, any remaining credits in the customer's account shall expire and no credit or payment shall be due to the customer for such expired credits. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. No credit or payment shall be due to the customer for such surrendered credits. Under no circumstance will credits for excess energy transfer to a new customer at the service location after the customer's service with the SCMEU terminates.

Section 9: Any costs SCMEU incurs associated with the interconnection of generating facilities by a customer, including but not limited to changes in metering (to include installation of a bi-directional meter), or other physical facilities, whether on the customer's premises or a reasonably necessary upgrade to the municipal distribution system or a portion thereof that is not on the customer's premises, shall be borne by the customer seeking to install or for whom the generating facility was installed; provided however that such costs shall be capped at \$1,500 to each qualifying customer interconnecting facilities of 10 kW or less. For those facilities greater than 10 kW that are deemed to qualify under this policy, all costs associated with the interconnection of the generating facility shall be borne by the customer seeking to install or for whom the generating facility was installed. Costs assessed under this Section shall be demonstrable and cost-based. Such costs shall not include or be based on reduced sales by or lost revenues to SCMEU associated with net metering service.

Section 10: [This Section left blank intentionally.]

Section 11: SCMEU shall develop such documents as needed to implement this policy and any customer applying for or taking service hereunder shall execute all appropriate documents.

Section 12: For approved on-site generating facilities that are placed in service after the effective date of the 2022 revisions to this Policy, Fair Solar Credit "avoided cost" shall be determined based on the sum of 1 and 2 below:

1. The rate in cents per kWh as published and approved annually by the governing body of SCMEU based on the calculations and recommendation from SCMEU's electric wholesale supplier. Such rate shall be approved annually in a public meeting. The rate shall take into consideration the following:
  - a. Historic real time pricing of prior calendar year of energy in the wholesale market as valued at the locational marginal pricing (LMP) for that location as defined by the appropriately located Regional Transmission Organization (RTO),
  - b. Solar-weighted LMP: The simple average of the LMP weighted using Solar Weighting. Solar weighting is the expected production of each hour of a typical solar installation as determined using the National Renewable Energy Laboratory (NREL) System Advisory Model (SAM) as may be amended from time to time,
  - c. Capacity value: Appropriate RTO capacity price with solar factors applied for average system peak times,

- d. Transmission Value: Appropriate RTO transmission cost recovery with solar factor applied for average peak times.
2. The rate in cents per kWh as calculated by SCMEU for the avoidance of distribution system losses.

Section 13: The maximum size in kilowatts AC of the eligible on-site generating facility for an individual customer service location in the rate categories identified in Section 4 shall be determined as follows:

The installation of a renewable generating facility under this Policy is intended to supply all or a portion of the customer's own usage of electricity. Therefore, in order to be approved, a renewable generating facility must be properly sized so as not to exceed the customer's expected annual usage based on the customer's current energy needs. It is also important to the customer that the generating facilities are properly sized because the credits under this Policy for excess energy delivered to the distribution system expire if not used within the time period established in this Policy. As part of the interconnection application, customer's energy usage will be analyzed using 36-months of historical energy usage (if available) in order to calculate the customer's expected annual usage. If a customer provides documentation specifying why the usage has increased over that time, such as home renovation/addition, installation of electric heating, or an electric vehicle charging station on the premises, then the previous 12-month period shall be used to determine the average for the expected annual usage. If the applicable months of data are not available for an individual customer, the average usage amounts by other similar customers of SCMEU, as determined by SCMEU, shall be used to set the expected annual usage. If facilities are allowed for customers in other rate classes, the right-sizing shall be determined on a case by case basis.

In addition to the foregoing historic usage, SCMEU shall consider potential adverse impacts to the distribution system and to other customers of SCMEU that will be caused by or expected to be caused by the installation of the new renewable generating facility at the particular customer service location as part of the interconnection application review. The maximum size of the eligible on-site generating facility for an individual customer service location shall be reduced below the expected annual usage of the customer to mitigate the potential adverse impacts to the distribution system or portions thereof and to the other customers of SCMEU unless the customer pays for any necessary upgrade to the system or portion thereof to avoid the potential adverse impact.

Section 14: [ This Section left blank intentionally]

Section 15: SCMEU reserves the right to interpret, amend or rescind this policy. Nothing herein is intended to nor shall it create a right for a customer to rely on any particular netting or crediting methodology contained in the policy from time to time, and all rates for excess credits are subject to change in accordance with the laws of the State of Illinois governing municipalities.

Section 16: Citizen and customer concerns generally with this Net Metering Policy may be raised in the public comment portion of any open meeting of the governing body of SCMEU, which is the City of St. Charles, at any time and will be considered by the governing body in accordance with its normal processes. Individual customer complaints, disputes or concerns shall be raised in the first instance with the Public Works Manager of Electric Services. If the matter cannot be resolved at the utility staff level, this issue shall be reduced to writing and forwarded to the Director of Public Works who shall schedule a meeting in person, by telephone, or other communications media (i.e., Zoom call) with the customer. The customer may invite its contractor or other consultant to participate in the meeting. If the matter cannot be resolved at this stage, the process will escalate to the City Administrator. If this process fails to resolve the matter, the customer may appeal it to the

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circuit court and exercise whatever rights and remedies the customer may have in law or equity. This policy shall be posted on the (Utility) website along with appropriate contact information.

3. That after the adoption and approval hereof the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_ day of March 2022.

PASSED by the City Council of the City of St. Charles, Illinois, this \_ day of March 2022.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_ day of March 2022.

\_\_\_\_\_  
Lora A Vitek, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**EXISTING ORDINANCE LANGUAGE****13.08.320 Renewable Generation Energy Purchase Policy**

St. Charles Municipal Electric Utility (SCMEU) shall make available, upon request, renewable generation energy purchase (RGEP) service to any customer taking service from SCMEU and who meets the requirements set forth in this policy. For purposes of this Section "RGEP" service means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site renewable energy generating facility, owned by that customer and, under some circumstances delivered to the local distribution facilities, may be used to offset electric energy provided by the SCMEU to the electric customer as provided for in this policy. Such service shall be subject to the following provisions:

- A. For purposes of this policy an eligible on-site generating facility shall be defined as a renewable generating facility such as a photovoltaic facility or small wind turbines. Other forms of renewable generation, such as sources fueled by landfill methane, fuel cells, or micro turbines fueled by renewable fuels shall be considered on a case-by-case basis. In all cases facilities interconnected must be deemed to be renewable by SCMEU to qualify for this policy.
- B. The electric generating facility must also abide by SCMEU Interconnection Standards (13.08.315).
- C. Subject to the limitations set forth herein, SCMEU shall make RGEP service available upon request to any SCMEU electric customer with a qualifying generating facility of 10kW capacity or less.
- D. Any generating facility greater than 10kW but less than 1MW shall be considered on a case-by-case basis. The decision with respect to such facilities shall be made by SCMEU based upon its contractual obligations, system safety issues and other relevant information.
- E. Total RGEP capacity interconnected under this policy for the SCMEU system shall not exceed 2% of the system's peak, as it existed in the prior calendar year. In the event that the system peak is reduced such that the existing net capacity exceeds the 2% level, those existing RGEP customers shall be allowed to continue under this policy. However, no new interconnections will be allowed until such time as the system peak grows such that RGEP capacity is again no greater than 2% of the system's peak.
- F. Energy generated by the customer-owned generator will offset the energy required by the customer's load during the billing period. For any energy generated by the customer in excess of the energy required by the customer's loads for a given billing period a credit (as set forth in paragraph G. below) shall be carried forward to the customer's next billing period. In no case shall credits for excess energy be carried forward for a period greater than three billing periods. In the event of termination of an account qualifying for RGEP under this policy, any outstanding credits are surrendered. Under no circumstances will there be payments, or credit transfers for excess energy. Credits shall be for energy only; there is no credit for capacity (demand).
- G. Excess energy will be credited based on the wholesale cost SCMEU pays. For customers served under residential Rate 1, small general service Rate 3, and Governmental Outdoor Sports Lighting Rate 6, the credit will be determined by the average wholesale cost per kilowatt-hour paid by SCMEU to our energy supplier in the previous fiscal year. The credit for customers served under general service Rate 5 and Industrial Rate 7 will be the kilowatt-hour charge specified in the respective rates set forth in this Chapter for the month in which the credit is earned.
- H. Any costs SCMEU incurs associated with the RGEP program, including but not limited to changes in metering, other physical facilities or billing-related costs, shall be borne by the participants in the RGEP program.



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: 4.C**

<b>Title:</b>	Recommendation to Approve an Ordinance to Replace Existing City Code 13.08.315 titled “Interconnection Services for On-Site Generation Facilities” with a new “City of St. Charles Customer-Owned Generating Facilities Interconnection Policy” in Accordance with the Newly Enacted State of Illinois “Climate and Equitable Jobs Act”.
<b>Presenter:</b>	Paul Hopkins

**Meeting:** Government Services Committee

**Date:** February 28, 2022

Proposed Cost: \$-0-

Budgeted Amount: \$-0-

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

The new Illinois Climate and Equitable Jobs Act requires Co-Op and Municipal Electric Utilities to have their municipal codes written or adjusted to comply with the Act’s requirements. Portions of the Act address customer rights to install renewable energy generation that is connected to a utility’s infrastructure distribution grid, which is defined as an “interconnection”, and defines eligibility to interconnect; applicable fees; technical requirements to connect to and protect our Electric Utility distribution system infrastructure and any associated costs; insurance requirements; generation facility installation testing; inspections; and Utility right of access to physical interconnection locations. The Act also requires Co-Op and Municipal Electric Utilities to be completely in compliance by March 14, 2022, which is 180 days from the effective date of the Act. The attached Facilities Interconnection Policy is specific to St. Charles and meets all requirements of the new law.

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

- \*Proposed City of St. Charles Customer-Owned Generating Facilities Interconnection Ordinance
- \*Existing Ordinance Language
- \*Solar Installation Diagram and Permit

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

Recommendation to Approve an Ordinance to Replace Existing City Code 13.08.315 titled “Interconnection Services for On-Site Generation Facilities” with a new “City of St. Charles Customer-Owned Generating Facilities Interconnection Policy” in Accordance with the Newly Enacted State of Illinois “Climate and Equitable Jobs Act”.

**City of St. Charles, Illinois**  
**Ordinance No. \_\_\_\_\_**

**An Ordinance Amending Title 13 “Public Utilities,”  
Chapter 13.08 “Electricity,” Section 13.08.315, “Interconnection Services  
for On-Site Generation Facilities” of the St. Charles Municipal Code**

WHEREAS, The new Illinois Climate and Equitable Jobs Act requires Co-Op and Municipal Electric Utilities to have their municipal codes written or adjusted to comply with the Act’s requirements;

WHEREAS, Portions of the Act address customer rights to install renewable energy generation that is connected to a utility’s infrastructure distribution grid, which is defined as an “interconnection”, and defines eligibility to interconnect; applicable fees; technical requirements to connect to and protect our Electric Utility distribution system infrastructure and any associated costs; insurance requirements; generation facility installation testing; inspections; and Utility right of access to physical interconnection locations;

WHEREAS, The Act also requires Co-Op and Municipal Electric Utilities to be completely in compliance by March 14, 2022, which is 180 days from the effective date of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: That Title 13, “Public Utilities,” Chapter 13.08 “Electricity”, “Section 13.08.315, “Interconnection Services for On-Site Generation Facilities” of the St. Charles Municipal Code, be and is hereby amended by deleting the same and substituting the following therefore:

**13.08.315 Interconnection Services for On-Site Generation Facilities**

Section 1: St. Charles Municipal Electric Utility (SCMEU) shall make available, upon request, interconnection services to any customer that meets the required guidelines. Interconnection services in this policy refers to on-site generating facilities (as defined in the Customer Self-Generation Net Metering Policy) connected to the SCMEU electric distribution system in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto the SCMEU electric distribution system.

Section 2: Guidelines for interconnecting to the utility system are as follows;

- a. Only generating facilities that have been approved by the Public Works Manager of Electric Services shall be interconnected with the SCMEU electric distribution system.



- b. All interconnections shall comply with codes established by National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL) as they may be amended from time to time.
- c. Construction and development of generating facilities is required to follow all applicable building codes, permitting processes, and zoning rules.
- d. SCMEU is under no obligation to purchase energy supplied to the utility under this standard. This does not preclude the customer meeting applicable standards that would allow the customer to supply power onto the SCMEU distribution system and receive credit for such energy under City of St. Charles' Customer Self-Generation Net Metering Policy or the Public Utility Regulatory Policies Act (PURPA).
- e. SCMEU may require periodic testing of systems. All test reports shall be submitted to the SCMEU Engineering Department after completion of the testing.
- f. SCMEU may charge reasonable fees associated with the implementation and application of this policy.

Section 3: The terms and conditions for any and all such interconnections are set forth in the attached Customer-Owned Facilities Interconnection Agreement, which may be reasonably adapted by SCMEU staff from time to time in implementing this policy and the Customer Self-Generation Net Metering Policy.

Section 4: SCMEU staff shall develop such documents as needed to implement this policy from time to time.

### **Customer-Owned Generating FACILITIES INTERCONNECTION AGREEMENT**

This Agreement, ("**Agreement**") is entered into by and between the St. Charles Municipal Electric Utility, ("**Utility**") and \_\_\_\_\_ ("**Customer**"). Customer and Utility are referenced in this Agreement collectively as "**Parties**" and individually as "**Party**."

#### **Recitals**

WHEREAS, the St. Charles Municipal Electric Utility (SCMEU) is a municipality-owned electric utility engaged in the retail sale of electricity in the state of Illinois;

WHEREAS, the interconnection Customer is proposing to install, own, and operate an electric generating facility, or is proposing a generating capacity addition to an existing generating facility that qualifies under the SCMEU's Customer Self-Generation





from inadvertent over/under voltage conditions originating from the distribution system

- c) Power output control system shall ride through frequency fluctuations but shall automatically disconnect from the SCMEU distribution system if frequency fluctuates beyond plus or minus 2 cycles per second from 60 cycles per second (Hertz).
- d) Inverter output distortion shall meet IEEE requirements.
- e) The generating facility shall meet the applicable IEEE standards concerning impacts to the distribution system with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.
- f) The voltage produced by the Customer's generating facility must be balanced if it is a three-phase installation. The interconnection Customer is responsible for protecting the generating facility from an inadvertent phase imbalance in the SCMEU distribution system's service voltage.

2.4 **Fault Current Contribution.** The generating facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.

2.5 **Reclosing Coordination.** The generating facility shall be coordinated with the distribution system reclosing devices by disconnecting from the system during the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.

2.6 **Disconnect Device.** A safety manual disconnect switch of the visible load break type shall be installed by the customer. The disconnect switch shall be visible to and readily accessible by SCMEU and St. Charles Emergency and Fire Department personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the distribution system.

2.7 **Standards for Interconnection, Safety, and Operating Reliability.** The interconnection of a generating facility and associated interconnection equipment to the Utility's distribution System shall meet the applicable provisions of the following publications:

- a) ANSI/IEEE1547-2018 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1-2020 testing protocols to establish conformity) as they may be amended from time to time. The following standards shall be used as guidance in applying IEEE 1547:
- b) IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
- c) IEEE1453, IEEE Recommended Practice for the Analysis of Fluctuating Installation on Power Systems

- d) UL1741 requirement for inverter based generation
- e) National Electric Safety Code (NESC)
- f) ANSI/NFPA 70, National Electrical Code (NEC)
- g) OSHA (29 CFR § 1910.269)

**Article III Inspection, Testing, Authorization, and Right to Access**

**3.1 Equipment Testing and Inspection.**

- a) Upon completing construction, the interconnection Customer shall test and inspect its generating facility including the interconnection equipment prior to interconnection in accordance with updated IEEE standards 1547 and IEEE standard 1547.1 by SCMEU inspection authority. The interconnection Customer shall not operate its generating facility in parallel with distribution system without prior written authorization by SCMEU.
- b) All interconnection related protective functions and associated direct current supplies shall be tested prior to commencement of commercial service, and (if nameplate rating of Customer's generating facilities is greater than 25 kW AC) periodically tested thereafter no less than every three (3) years with test results forwarded to SCMEU.

**3.2 Certification of Completion.** The interconnection Customer shall provide SCMEU with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection Customer, as well as an inspection form from the Building and Code Enforcement Division and SCMEU inspector demonstrating that the generating facility passed inspection.

**3.3 Witness Test.**

- a) For all installations of 25 kW AC or larger, the interconnection Customer shall provide the Utility at least 30 business days' notice of the planned commissioning test for the generating facility, which will also provide a witness test. For systems sized less than 25 kW AC, the 30 business days' notice shall be waived.
- b) If the witness test is not acceptable to SCMEU, the interconnection Customer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement between SCMEU and interconnection Customer. If the interconnection Customer fails to address and resolve the deficiencies to the satisfaction of SCMEU, this Agreement shall be terminated. The interconnection Customer shall, if requested by SCMEU, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE standard 1547.1.
- c) After the generating facility passes the witness testing, the Utility shall affix an authorized signature to the Certificate of Completion and return it to the interconnection Customer

approving the interconnection and authorization parallel operation.

- 3.4 **Right of Access.** SCMEU must have access to the disconnect switch and metering equipment of the generating facility at all times without notice. When practical, SCMEU will attempt to provide advance notice to the Customer prior to using its right of access.

**Article IV Effective Date, Term, Termination, and Disconnection**

- 4.1 **Effective Date.** This Agreement shall become effective upon execution by all parties.
- 4.2 **Term of Agreement.** This Agreement shall become effective on the effective date and shall remain in effect unless terminated earlier in accordance with Article 4.4 of this Agreement.
- 4.3 **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Codes and Regulations of the City of St. Charles, as well as the laws of the State of Illinois, without regard to its choice of law principals. Nothing in this Agreement is intended to affect any other agreement between SCMEU and the interconnection Customer.
- 4.4 **Termination.** This Agreement may be terminated under the following conditions:
- a) By interconnection Customer - The interconnection Customer may terminate this Agreement by providing written notice to the SCMEU, and if the interconnection Customer ceases operation of the generating facility, the interconnection Customer must notify SCMEU in writing.
  - b) By SCMEU - SCMEU may terminate this Agreement if the interconnection Customer fails to remedy a violation of the terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection Customer receives notice of its violation from the SCMEU distribution system.
  - c) Upon termination of this Agreement, the generating facility will be permanently disconnected from the distribution system. Terminating this Agreement does not relieve either party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

- d) Upon termination of this Agreement, SCMEU shall open and padlock the manual disconnect switch on Customer's premises.

4.5 **Disconnection.** SCMEU may temporarily disconnect the generating facility upon any of the following conditions, but must reconnect the generating facility once the condition is cured:

- a) For scheduled outages, provided that the generating facility is treated in the same manner as SCMEU's load Customers;
- b) For unscheduled outages or emergency conditions;
- c) If the generating facility does not operate in the manner consistent with this Agreement;
- d) Improper installation or failure to pass the witness test;
- e) If the generating facility is creating a safety, reliability or a power quality problem; or
- f) The interconnection equipment used by the generating facility is de-listed by the nationally recognized testing Laboratory that provided the listing at the time the interconnection was approved.
- g) Failure of the customer to obtain or maintain the insurance coverage set forth in Article 7 of this Agreement.

4.6 **Modification of Generating Facility.** The interconnection Customer must receive written authorization from SCMEU before making any changes to the generating facility that could affect the distribution system. If the interconnection Customer makes such modifications without SCMEU's prior written authorization, SCMEU shall have the right to disconnect the generating facility immediately.

4.7 **Permanent Disconnection.** In the event the Agreement is terminated, SCMEU shall have the right to disconnect its distribution system or direct the interconnection Customer to disconnect its generating facility.

4.8 **Lost Opportunity.** SCMEU is not responsible for any lost opportunity or other costs incurred by the interconnection Customer as a result of an interruption of service under this Article 4.

## **Article V Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

### **5.1 Interconnection Facilities.**

- a) The interconnection Customer is responsible for the cost of additional interconnection facilities necessary to interconnect the generating facility with the SCMEU distribution system.
- b) The interconnection Customer is responsible for its expenses, including overheads, associated with owning, operation, maintaining, repairing, and replacing its interconnection equipment

- c) **Distribution System Upgrades.** SCMEU shall design, procure, construct, install, and own any distribution system upgrades. The cost of the distribution system upgrades shall be directly assigned to the interconnection Customer whose generating facility caused the need for the distribution system upgrades.

5.2 **Cost for Small Systems.** For qualifying systems sized 10 kW AC or less, the cost in section 5.1 shall be capped at \$1,500.00.

**Article VI Assignment, Limitation on Damages, Indemnity, Force Majeure**

6.1 **Assignment/Transfer of Ownership of the Generating Facility.** This Agreement shall terminate upon the transfer of ownership of the generating facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies SCMEU in writing prior to the transfer of ownership.

6.2 **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

6.3 **Indemnification.** The interconnection Customer shall indemnify and defend SCMEU, the City of St. Charles and all its elected officials, directors, officers, employees, and agents from all damages and expenses resulting from any third party claim arising out of or based upon the interconnection Customer's (a) negligence or willful misconduct; (b) breach of this Agreement; or (c) the operation of the Customer's generating facility, regardless of Customer's negligence or willful misconduct, except when and to the extent the loss occurs due to the grossly negligent actions of SCMEU. SCMEU shall indemnify and defend the interconnection Customer and the interconnection Customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon SCMEU's (a) negligence or willful misconduct or (b) breach of this Agreement.

6.4 **Force Majeure.** If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party effected by the force majeure event (Affected Party) shall notify the other Party of the existence of the force majeure event within one business day. The notification must specify the circumstances of the force majeure event, the expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force



majeure event unit the event ends. The Affected Party may suspend or modify its obligations under this Agreement. The term “force majeure” shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, epidemic, pandemic, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

## **Article VII Insurance**

- 7.1 **Insurance.** The interconnection customer shall carry general liability insurance coverage, such as, but not limited to, homeowner’s insurance or commercial building insurance. The interconnection Customer shall provide SCMEU with proof that it has a current homeowner's insurance or commercial building insurance policy, or other general liability policy. The interconnection Customer shall name the City of St. Charles as an additional insured on its homeowner's insurance or commercial building insurance policy, or similar policy covering general liability and shall cause the insurance company to issue a Certificate of Insurance to the City of St. Charles. The interconnection customer shall notify the City of St. Charles immediately if such insurance policy is terminated or cancelled prior to the end of its term and if the insurance company has communicated an intent not to renew the policy.

## **Article VIII Documents and Notices**

- 8.1 **Documents.** The Agreement includes the following documents, which are attached and incorporated by reference:
- a) One-line drawing
  - b) Interconnection Request Application Form
  - c) System Upgrade Estimated Costs
  - d) Certificate of Completion
- 8.2 **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent Agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Interconnection Customer:**

Use the contact information provided in the interconnection Customer's application. The interconnection Customer is responsible for notifying SCMEU of any change in the contact party information, including change of ownership.

**If to SCMEU:**

Use the contact information provided below. SCMEU is responsible for notifying the interconnection Customer of any change in the contact party information.

Public Works Manager-Electric Services

Two East Main Street

St. Charles, Illinois 60174

Telephone (Daytime): 630-377-4407 (Evening-Emergency ONLY): 630-816-6007

Fax Number: 630-513-7442

E-Mail Address: Electric@stcharlesil.gov

**Article IX**

**Signatures**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

**For the Interconnection Customer:**

Name:

Title:

Date:

**For Utility**

Name:

Title: Public Works Manager-Electric Services

Date:

SECTION TWO: That after the adoption and approval hereof the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of March 2022.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of March 2022.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of March 2022.

\_\_\_\_\_  
Lora A Vitek, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

## EXISTING ORDINANCE LANGUAGE

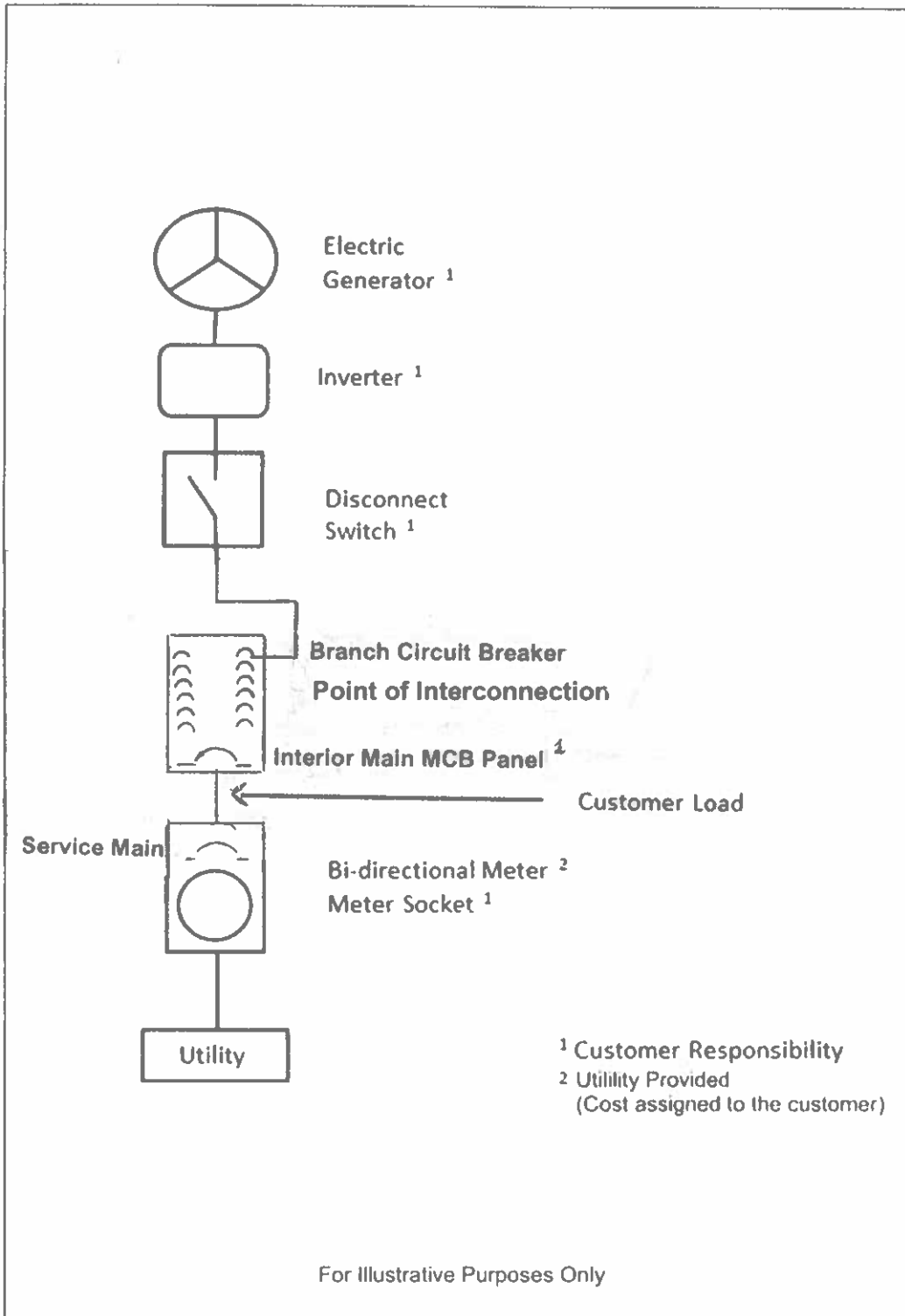
### 13.08.315 – Interconnection services for on-site generation facilities

St. Charles Municipal Electric Utility (SCMEU) shall make available, upon request, interconnection services to any customer that meets the required guidelines. Interconnection services in this Section refers to on-site generating facilities connected to SCMEU distribution system in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto SCMEU's electric distribution system. Guidelines for interconnecting to the utility system are as follows:

- A. Only generating facilities that have been approved by SCMEU shall be interconnected with SCMEU's electric distribution system.
- B. Interconnection services shall only be available to premises with aggregated total generation at a single customer premise of less than 1 MW.
- C. All interconnections shall comply with IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems (IEEE 1547) as amended from time to time.
- D. SCMEU is under no obligation to purchase energy supplied to it under this section. This does not preclude the customer from meeting applicable standards that would allow the customer to supply power onto the utilities system and receive credit for such energy under the Renewable Generation Energy Purchase (RGEP) Policy (set forth in Section 13.08.320).
- E. If the customer qualifies under these interconnection standards but does not qualify under the RGEP Policy then any energy delivered to the utility system shall be surrendered to the utility for no value/credit. SCMEU will install, at customer expense, a meter that will not provide any credit for energy delivered to the utility system and the customer will pay any additional costs associated with the meter change.
- F. Customers will comply with all other applicable utility standards for interconnection.
- G. Capacity of 10kW or less and interconnected to the utility system shall comply with IEEE 1547 Section 5.5, Periodic Interconnection Tests. All interconnection related protective functions, equipment and associated batteries shall be tested at intervals specified by the manufacturer system integrator, or the authority that has jurisdiction over the Distributed Resources interconnection, or all tests shall be performed every three (3) years, whichever is shorter. Periodic test reports shall be maintained and submitted to the SCMEU Engineering Department.
- H. Systems of greater than 10kW shall perform all interconnection-related protective functions, equipment and associated battery testing on a yearly basis. All test reports shall be submitted to the SCMEU Engineering Department after completion of the yearly testing.
- I. Reports required under Section 13.08.315 paragraphs G. and H., must be submitted within 30 days of the anniversary date of the energizing of the interconnect generation. If the required reports are not received within the 30 day period, the generation must be disconnected until such time as the reports are submitted and accepted.

APPENDIX A

Sample One-line Interconnection Diagram



# City of St. Charles Solar Installation



Building & Code Enforcement Division  
2 East Main Street  
St. Charles IL 60174  
630.377.4406 (Office)

***Please direct any and all questions to the City of St. Charles Building & Code Enforcement Division:  
Monday through Friday (8 AM to 4:30 PM) at 630.377.4406***

A building permit is required prior a solar installation. The following are guidelines and comments for obtaining a building permit.

## **Application and Drawings Procedures:**

- An application is to be filled out and submitted to the Building & Code Enforcement Division. The contractor's names, addresses, phone numbers, email and, if required, their license.
- The Electric Service application is also attached for you to complete and submit with the drawings and the building application.
- Electric Service Application completed with the proposed connected kW AC and whether net metering (bi-directional net meter) is desired. Whether net metering is installed or not, an Interconnection Agreement is required to be signed by the customer before the solar system can be activated, this will be provided after submittals are approved.
- Four copies of all required construction documents. All documents are to be signed and sealed by an Illinois licensed architect or structural engineer.
  - Approval letter of existing roof with all system loads to be installed.
  - Inverter manufacture's specifications install cut-sheets.
  - Module manufacture's specifications install cut-sheets.
  - Panels and anchoring manufacture's specifications install cut-sheets.
  - Racking/rail system manufacture's specifications and method of attachment.
  - One-line diagram showing where the array interconnects with the distribution panel, raceway conductor calculations, (kW AC) and estimated annual energy output (kwh)
  - Labeling per manufacture's specification (note: label and location).
  - Provide roof plan showing location of panels, equipment and all clearances.
- If your property is located in any of the RT or CBD-2 zoning districts and your project involves any exterior alterations, additions, there are Architectural Design Guidelines in Section 17.06.060 of the Zoning Ordinance. The Planning Division will conduct a review of the project for compliance with these guidelines.

*Our goal is to complete the review of your building permit within 10 working days.*

**Application – Permit Fees: (All payments are to be made either in the form of cash, check, or money order)**

- **A filing fee is to be paid at time of submission of application and plans.**
  - For a **Residential** Solar Installation, the submittal fee is **\$240.00**  
**Additional fees for your permit are to be paid at the time the permit is approved and ready to be obtained.**
  - For estimated cost up to first thousand (\$1,000.00) dollars, One-Hundred (\$100.00) dollars
  - For estimated cost from one thousand and one (\$1,001.00) dollars to ten-thousand (\$10,000.00). Six (\$6.00) dollars per/\$1,000.00
  - For estimated cost from ten-thousand and one (\$10,001.00) to twenty-five thousand (\$25,000.00), Two dollars and 25 cents (\$2.25) per/\$1,000.00
  - For estimate cost from twenty-five thousand and one (\$25,001.00) dollars on, One-dollar and 50 cents (\$1.50) per/\$1,000.00
  
- For a **Commercial or Industrial** Solar Installation, the submittal fee is **\$375.00**  
**Additional fees** for your permit are to be paid at the time the permit is approved and ready to be obtained. **They are based on the upon the estimated cost of the project:**
  - \$4,001 to \$24,000 at \$6.75 per/\$1,000
  - \$24,001 and above at \$3.10 per/\$1,000
  
- **Re-inspection fee.** During the construction of your project should you fail any of the required inspections there is a re-inspection charge. The fees are due prior to certificate of occupancy. The fee schedule is as follows;
  - \$85.00 per re-inspection for all residential final inspections.

**Overtime Inspections:**

The Building & Code Enforcement Division Manager or his designee may approve requests for overtime inspections for unique circumstances. The charge for an overtime inspection will be a separate charge and will be invoiced to the individual contractor or company who requested the overtime inspection.

**Consultation Meetings:**

The Building and Code Enforcement Division offers a consultation meeting where you can meet with City staff and discuss any questions or issues on your project., either in the office or on site. To schedule this meeting, please contact our office at 630.377.4406

## **Building Codes:**

The following are the Building Codes, which the City of St. Charles has adopted:

- St. Charles Municipal Code
  - Sections 13.08.315 and 13.08.320 of the City of St. Charles Municipal Code (Residents installing a solar system that is interconnected to the utility distribution system, requires a electric service utility meter enclosure that has a main breaker and meets all current grounding and bonding codes).
- 2015 International Building Code
- 2015 International Residential Code
- International Fire Code
- Current State Energy Code
- 2014 National Electric Code w/ St. Charles amendments
- International Solar Energy Provisions Code
- The Building and Code Enforcement Division offers a consultation meeting where you can meet with City staff and discuss any questions or issues on your project., either in the office or on site. To schedule this meeting, please contact our office at 630.377.4406

## **Zoning requirements for Residential and Commercial:**

- Solar panels are permitted anywhere within the buildable area of the lot, subject to the same parameters as the principle building. They are not permitted yard encroachments and cannot be placed in the required yard setback areas.

### **Residential:**

- 1) Subject to design review if located within one of the RT or CBD-2 zoning districts.
- 2) Shall not exceed the permitted maximum allowed height per zoning district.
- 3) If ground mounted, not located within an easement.
- 4) If ground mounted, must be located at least 10' from the principle structure and cannot be taller than 20'.
- 5) Subject to Historic Preservation Commission review if located in the Historic District.

### **Commercial:**

- Subject to design review if located within the BL, BC, OR, CBD-1 and CBD-2 zoning districts.
- If ground mounted, cannot be located within an easement.
- Shall not exceed the permitted maximum allowed height per zoning districts.
- Subject to Historic Preservation Commission review, if located in the Historic District.







**Electric Service Application – New Service/Upgrade**  
(Each individual service will require a complete and separate application)

Name: _____	Phone: _____
Original Signature: _____	Fax: _____
Contact Name: _____	Phone: _____
Email Address: _____	
Application Date: _____	Requested Service Date: _____

Existing Building	Other	New Building	Service Voltage Requested
<input type="checkbox"/> Residential	<input type="checkbox"/> Temp Connection	<input type="checkbox"/> Residential: Single family	<input type="checkbox"/> Single Phase 120/240
<input type="checkbox"/> Commercial	<input type="checkbox"/> Street Lights	<input type="checkbox"/> Residential: Multi Family	<input type="checkbox"/> Three Phase
<input type="checkbox"/> Industrial	<input type="checkbox"/> Traffic Signals	estimated # of units _____	<input type="checkbox"/> 120/208
<input type="checkbox"/> Upgrade Service	<input type="checkbox"/> New Service	<input type="checkbox"/> Commercial	<input type="checkbox"/> 277/480
<input type="checkbox"/> Relocate Service	<input type="checkbox"/> Relocate	<input type="checkbox"/> Commercial: Multi Family	<input type="checkbox"/> Other
<input type="checkbox"/> Convert OH to UG	<input type="checkbox"/> Antenna Site	estimated # of units _____	
	<input type="checkbox"/> Signage Lights	<input type="checkbox"/> Industrial	
	<input type="checkbox"/> Solar-Wind-Generator	<input type="checkbox"/> Other	

**Service Panel:**

Present Rating (amps) \_\_\_\_\_ Proposed Rating (amps) \_\_\_\_\_ Proposed Connected kW: \_\_\_\_\_

Present Peak kW (Demand) \_\_\_\_\_ Estimated Peak kW (Demand) \_\_\_\_\_ Proposed Interconnected kW AC \_\_\_\_\_

**SERVICE ADDRESS**  
(A complete and accurate service address is required before service may be installed)

Street Address: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot # \_\_\_\_\_ Real Estate Permanent Tax # \_\_\_\_\_

Legal Description (attach sheet if necessary): \_\_\_\_\_

Record Titleholder of property: \_\_\_\_\_

If property is held in trust, identify beneficial owner (s): \_\_\_\_\_

Address: \_\_\_\_\_

**CUSTOMER BILLING INFORMATION**  
(This information will be used for utility billing purposes)

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Phone: \_\_\_\_\_

Authorized representative or agent: \_\_\_\_\_

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

**BUILDING DIVISION OFFICE USE**

Application Accepted By: \_\_\_\_\_

Date Application Received: \_\_\_\_\_

Date Payment Received: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Building Permit No.: \_\_\_\_\_

**ELECTRIC DEPARTMENT CHARGES**

**Charges Calculated by:** \_\_\_\_\_

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

<u>ITEM</u>	<u>ACCOUNT #</u>	<u>CHARGES (\$)</u>	<u>AMOUNT PAID</u>
Project Cost:	- 200999 45405	_____	_____
SOCC: VACANT	200999 48500	_____	_____
SECC: VACANT	200999 48501	_____	_____
SOCC:	200999 48502	_____	N/A
SECC:	200999 48503	_____	_____
Upgrade Charges:	200999 48504	_____	_____
Engineering:	200999 45206	_____	_____
Temp Connection:	200999 45407	_____	_____
Electric Improvement:	200999 45404	_____	_____
Relocation	_____	_____	_____
Subtotal		_____	N/A
Less contribution- if applicable		_____	N/A
<b>Total Amount of Charges:</b>		_____	_____

**Electric Project No.:** \_\_\_\_\_

**CITY OF ST CHARLES**  
**Application for Building Permit for Residential Alteration Solar**



**DEPARTMENT: Building & Code Enforcement Division      PHONE: (630) 377-4406 FAX (630) 443-4638**

**Application Date:** \_\_\_\_\_ **Parcel No.** \_\_\_\_\_ **Permit No.** \_\_\_\_\_

**PLEASE PRINT ALL INFORMATION**

**I, \_\_\_\_\_, do hereby apply for a permit for the following described work**

**located at \_\_\_\_\_ Estimated Cost: \_\_\_\_\_**

**Description of proposed work: \_\_\_\_\_**

**Sq. Ft. of construction area: \_\_\_\_\_ Existing Electric Service amps. \_\_\_\_\_ Size of existing Water Meter : \_\_\_\_\_**

**Will this work include moving, upgrading or replacing the Electric, Water or Sanitary Service? Yes No (circle one)**

**Check List for Submittal of Application:**

- Is your property located in the Historic Preservation District? Yes/No If yes, your application and plans will need to be reviewed by the Historic Preservation Committee.
- Is your property located in the RT or CBD Zoning District? If yes, your application and plans are to have an Architectural Consult Meeting with our Planning Division before we can issue your permit.
- Building Permit Application – Completely Filled Out.
- If any roofing is conducted by anyone other than the owner we need a copy of the Roofing Contractor’s Illinois State License.
- Electric Service Application completed with the proposed connected kW AC and whether net metering (bi-directional net meter) is desired. Whether net metering is installed or not, an Interconnection Agreement is required to be signed by the customer before the solar system can be activated, this will be provided after submittals are approved.
- Three copies of all required construction documents. All documents are to be signed and sealed by an Illinois licensed architect or structural engineer.
- Submittal fee of \$240.00, PAYMENT BY CASH OR CHECK PAYABLE TO CITY OF ST. CHARLES.**

**Owner of the Property:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone NO. \_\_\_\_\_

**Applicant:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone NO. \_\_\_\_\_

**General Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone NO. \_\_\_\_\_

**Electrical Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone NO. \_\_\_\_\_

**Application - Residential  
Alteration - Solar  
Page 2**

**Plumbing Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone NO. \_\_\_\_\_  
Illinois License No. \_\_\_\_\_

**Roofing Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone NO. \_\_\_\_\_  
Illinois License No. \_\_\_\_\_

**Concrete Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone NO. \_\_\_\_\_

**HVAC Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone NO. \_\_\_\_\_

I, the undersigned, certify that if a permit is issued to me, I will comply with all provisions of the building, plumbing, electric and other applicable ordinances of the City of St. Charles and shall perform all work, or cause all work to be performed according to the provisions of said ordinances. I, or my agent, shall personally supervise the work and shall do, or cause to have done, said work according to plans, specifications and other written information supplied as a part of this application. I am familiar with the applicable ordinances and the provision thereof and in signing this application do willingly become responsible for all work accomplished under the permit by all contractors, tradesmen and workmen, and shall call for inspections as required at a minimum of 24-hours before they become due.

**PRINT NAME:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**REPORT OF THE BUILDING OFFICIAL**

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_

**Accepted:** \_\_\_\_\_ **Rejected:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

<b>For Office Use</b>
<b>Received</b> _____
<b>Fee Paid \$</b> _____
<b>Receipt #</b> _____
<b>Check #</b> _____

# City of St. Charles

## Customer-Owned Generating Facilities

### Interconnection Agreement Permit Requirements



Public Works – Electric Services Division  
2 East Main Street  
St. Charles IL 60174  
630.377.4407 (Office)  
<http://www.stcharlesil.gov>

*Please direct questions related to self-generation interconnections or Fair Solar Credits to the City of St. Charles Electric Services Division: Monday through Friday (8 AM to 4:30 PM) at 630.377.4407*

The below include the standard submittal requirements related to solar installations and interconnection with the City's electric distribution system.

#### **Application and Drawings Procedures:**

- ▶ City Code covering the basic requirements related to customer self-generation interconnection and Fair Solar Credits for renewable energy generation is found in sections 13.08.315 and 13.08.320 of the City of St. Charles Municipal Code.
  
- ▶ Drawings must be submitted in accordance with the Building and Code Enforcement Division Solar Installation Permit.
  
- ▶ Required Submittal Information to be included with the Solar Installation Permit Application:
  - Array size (kW) and estimated annual energy output (kwh)
  - Product cut sheets:
    - Solar panels
    - Inverter equipment
    - Mounting hardware
    - Battery components (if applicable)
  - Electric one-line showing where the array interconnects with the service main electric distribution panel
  - If roof mounted, structural analysis validating integrity of the roof
  - If “net metering” is requested, Electric Service Application submittal is required

**Application – Permit Fees: (All payments are to be made under the required Building and Code Enforcement Division permit.)**

- ▶ In addition to the standard building permit fees, these additional fees as appear in the interconnection agreement may apply:
  - City Electric Engineering review of the submittal
  - City Electric Engineering hours to develop interconnection agreement
  - Cost for bi-directional meter, if net metering is requested
  - Inspection cost upon completion of the installation to insure compliance with ANSI standards with regard to back-feed prevention
- ▶ These additional fees will be individually developed based on the application

**Additional Comments/Requirements:**

**Consistent with City Code Section 13.08.315, the Electric Utility requires each installation to:**

- ▶ Complete and sign an Interconnection Agreement
- ▶ Final inspection will not be scheduled prior the completion of the Interconnection Agreement
- ▶ Any array interconnected without a completed Interconnection Agreement will be considered to be in violation of City Code and shall be required to be disconnected as required by the Interconnection Agreement.

**General Comments:**

- ⇒ Inspections of the solar panel installation and all wiring shall be scheduled through the Building and Code Enforcement Office – 630.377.4410.
- ⇒ Verification that the system will not back-feed the electric grid during a power outage will be conducted by the Electric Division during the final inspection scheduled through the Building and Code Enforcement permit office.
- ⇒ All documents MUST be submitted to the City of St. Charles Building and Code Enforcement office, approved, applicable fees paid and a permit issued prior to any work beginning.



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item number: 4.D**

Title:

Recommendation to Approve a Resolution to Award the Bid for Water and Wastewater Treatment Chemicals

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: \$680,457.61

Budgeted Amount: \$690,000

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

The City of St. Charles Water and Wastewater Utilities use a variety of treatment chemicals in their processes. In an effort to gain efficiency and better prices, we have combined the two Utilities treatment chemicals into a single provider.

The City received three bids for treatment chemicals on February 11<sup>th</sup>, 2022. Hawkins Inc. was the low unit cost vendor. The bid awarded is based on the City's annual average chemical usage for all of our general treatment chemicals that are used in both Water and Wastewater. The reason for unit cost bidding is the City's treatment chemical usage will vary as much as 10% annually, due to weather conditions and water usage.

The proposed agreement is a one-year contract with an optional second-year. Based on current usage there is a significant cost increase in this year's bid results. The proposed cost will result in a 31% or \$167,568 increase over the current fiscal year. If the City decides to move forward with the optional second-year of the contract, that would result in an additional 10% or \$75,107.80 increase.

The proposed low bidder of Hawkins has been the City provider for the last three years. They have performed well and have been responsive to the City's needs. At this time, staff recommends awarding the first year to Hawkins Chemical and waiting on the second-year option.

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

\* Hawkins Inc. Unit Cost Sheet

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

Recommendation to Approve a Resolution to Award Bid of Water and Wastewater Treatment Chemicals unit cost to Hawkins Inc. for a one-year period beginning May 1, 2022 through April 30, 2023.





# Price Proposal Page

Hawkins

## WATER & WASTEWATER TREATMENT CHEMICALS

Based on Addendum # 1 & 2

I (we) propose to furnish all goods and services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

Chemical	Estimate Annual Quantity	per	Year 1 5/1/2022 – 4/30/2023		Year 2 5/1/2023 – 4/30/2024	
			Unit cost	Extended Cost	Unit cost	Extended Cost
Chlorine Gas	34,000	/lb.	1.15	39,100.00	1.16	39,440.00
Hydrofluosilicic Acid	28,000	/lb.	0.35	9,800.00	0.36	10,080.00
Sodium Hypochlorite	29,800	/gal.	1.59	47,382.00	1.61	47,978.00
Liquid Sodium Permanganate	50,000	/lb.	1.00	50,000.00	1.02	51,000.00
Liquid Manganese Sulfate	42,000	/lb.	0.81	34,020.00	0.90	37,800.00
Ferric Chloride	280,000	/gal.	1.7338	485,464.00	1.9502	546,056.00
Sulfur Dioxide	300	/lb.	0.8647	259.41	0.88	264.00
Alum Sulfate	Year #1 - 98,000 Year # 2 – 153,500	/lb.	0.1433	14,043.40	0.155	23,792.50
Aqua Hawk 375 or Equal	40	/gal.	9.72	389.20	9.72	388.80
			<b>TOTAL:</b>	680,457.61	<b>TOTAL:</b>	756,799.30

Three (3) hour (minimum) annual onsite safety training session: Included in price.

Please confirm that all fees, inclusive of but not limited to: shipping, handling, freight, stocking, delivery, mobilizations, fuel sur-charge, permits, manufacturer's warranty including repair and replacement of parts and labor within warranty period; ... are included within the above prices.  Yes  No

We accept payment via City of St. Charles credit card.  Yes  No

We allow a discount of 0 % if payment is received within n/a days of invoice.

We allow these terms for all business conducted with the City of St. Charles.  Yes  No

**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution to Award Unit Cost Bid of Water and Wastewater  
Treatment Chemicals to Hawkins Inc. for a One-Year Period Beginning  
May 1, 2022 through April 30, 2023**

**Presented & Passed by the  
City Council on March 7, 2022**

WHEREAS, on February 11, 2022 the City received three bids for Treatment Chemicals;

WHEREAS, Hawkins Inc. was the low unit cost vendor;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Hawkins Inc. Bid for Water and Wastewater Treatment Chemicals be awarded for a one-year period beginning May 1, 2022 through April 30, 2023.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

PASSED by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

APPROVED by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item number: 4.E**

Title:

Recommendation to Approve a Resolution to Approve Wells #7 & #13 Interconnect Construction Project

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: \$6,270,000

Budgeted Amount: \$6,850,000

Not Budgeted:

**Executive Summary** (if not budgeted please explain):

The design of the improvements for the City of St. Charles' Wells #7 & #13 Interconnect Project began in June 2020. The scope of work included demolition of the Well #7 treatment facility and replacement of the well pump, as well as installation of new pressure filters at Well #13 to treat the Well #7 raw water. The project also included site piping, a backwash force main and other ancillary components.

Funding for this Well Project is the IEPA Low-Interest Loan Program. City Council approved the \$8,500,000 loan, authorizing Ordinance 2021-M-31 in August of 2021. The City received five bids for this construction project on Wednesday, January 19th, 2022, and they were opened and read aloud in accordance with the advertisement for the bids. The following is a tabulation of the bids received:

Company	Base Bid Amount
IHC Construction Company	\$ 6,270,000
Boller Construction Companies	\$ 6,398,500
Williams Brothers Construction Inc	\$ 6,480,000
Joseph J. Henderson & Son Inc.	\$ 7,177,000
Martam Construction	\$ 7,714,480

Each of the five bids were reviewed by our engineering consultant, Trotter & Associates and Staff for responsiveness based on the content of the bid, and whether the bid meets the requirements of the Illinois Environmental Protection Agency (IEPA) Water Loan Program rules. The apparent low bidder, IHC Construction Company has provided a complete bid, including all returnable bid documents as well as provided a Disadvantaged Business Enterprise (DBE) notification utilizing the suggested IEPA language.

IHC Construction Companies was founded in 1906 and is a well-established general contractor in the Water and Wastewater industry. The City has worked with IHC previously on a number of projects and found them to be a quality contractor with whom we are confident will provide a successful project for St. Charles. IHC Construction Companies recently completed the City's \$13.5M Main Wastewater Treatment Plant Phosphorus Removal and Digester Improvements Project in 2019 to the satisfaction of the City Staff and Engineer.

As part of the IEPA Loan Program process, the Notice of Intent to Award along with the bid packet will be submitted to the IEPA for review. Once the documents are reviewed and approved by the IEPA, a Notice of Award and a Notice to Proceed will be issued by the City.

**Attachments** (please list):

\* IEPA - Notice of Intent to Award, Notice of Award and Notice to Proceed

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

Recommendation to approve a Resolution to approve Notice of Intent to IHC Construction Company for the Construction Project in the amount of \$6,270,000. Contingent of the IEPA bid approval, the Notice of Award and Notice to Proceed and a Resolution authorizing the Mayor, Clerk and City Staff to execute the same on behalf of the City of St. Charles will be issued by the City.

SECTION 00 51 00.10 - NOTICE OF INTENT TO AWARD

Date: March 7<sup>th</sup>, 2022

To: IHC Construction Companies, L.L.C.  
385 Airport Road, Suite 100  
Elgin, Illinois 60123  
(847) 742-1516

Project: Well #7 & 13 Interconnect – City of St. Charles, Illinois

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of:

Six Million Two Hundred Seventy Thousand dollars and zero cents.  
**(\$6,270,000.00).**

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days of the final Notice of Award to be sent upon IEPA approval, to you.

Dated this 7<sup>th</sup> day of March, 2022.

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Lora Vitek, Mayor

END OF SECTION 00 51 00.10

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SECTION 00 51 00 – NOTICE OF AWARD

Date: MONTH XX, 2022

To: IHC Construction Companies, L.L.C.  
385 Airport Road, Suite 100  
Elgin, Illinois 60123  
(847) 742-1516

Project: Well #7 & 13 Interconnect – City of St. Charles, Illinois

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of

Six Million Two Hundred Seventy Thousand dollars and zero cents.  
(\$6,270,000.00).

You are required by the information for Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice indicated above.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this XX<sup>th</sup> day of MONTH, 2022.

\_\_\_\_\_  
Lora Vitek, Mayor

Receipt of the above NOTICE OF AWARD is hereby acknowledged by [CONTRACTOR NAME] this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

END OF SECTION 00 51 00

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SECTION 00 55 00 – NOTICE TO PROCEED

Date: MONTH XX, 2022

To: IHC Construction Companies, L.L.C.  
385 Airport Road, Suite 100  
Elgin, Illinois 60123  
(847) 742-1516

Project: Well # 7 & 13 Interconnect – City of St. Charles, Illinois

Owner: City of St. Charles, IL

You are hereby notified that the contract time for the above referenced project commences to run on \_\_\_\_\_ . On this date you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion shall be \_\_\_\_\_ and Final Completion shall be \_\_\_\_\_ .

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Lora Vitek, Mayor

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

END OF SECTION 00 55 00



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**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution to Approve Notice of Intent to IHC Construction Company for the Construction Project in the amount of \$6,270,000. Contingent of the IEPA bid approval, the Notice of Award, Notice to Proceed and a Resolution authorizing the Mayor, Clerk and City Staff to execute the same on behalf of the City of St. Charles will be issued by the City**

**Presented & Passed by the  
City Council on March 7, 2022**

WHEREAS, the design of the improvements for the City of St. Charles' Well 7 & 13 Interconnect Project began in June 2020;

WHEREAS, City Council approved the \$8,500,000 loan, authorizing Ordinance 2021-M-31 in August of 2021;

WHEREAS, the City received five bids for this construction project on Wednesday, January 19th, 2022, and they were opened and read aloud in accordance with the advertisement for the bids;

WHEREAS, the apparent low bidder, IHC Construction Company has provided a complete bid, including all returnable bid documents as well as provided a Disadvantaged Business Enterprise (DBE) notification utilizing the suggested IEPA language;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Notice of Intent be awarded to IHC Construction Company for the Well 7 & 13 Construction Project in the amount of \$6,270,000. Contingent of the IEPA bid approval, the Notice of Award, Notice to Proceed and a Resolution authorizing the Mayor, Clerk and City Staff to execute the same of behalf of the City of St. Charles will be issued by the City.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

PASSED by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

APPROVED by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

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Lora Vitek, Mayor

ATTEST:

Resolution No. \_\_\_\_\_

Page 2

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City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item number: 4.F**

Title:

Recommendation to approve an Ordinance Authorizing the City of St Charles to borrow funds from the IEPA Water Pollution Control Loan Program for Riverside Lift Station

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: 17,000,000

Budgeted Amount: \$13,550,000

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

The design of the replacement for the City of St. Charles' Riverside Lift Station began in October of 2020. The scope of work included site piping, historical building and monument relocation, construction of a new lift station and new parking near the corner of IL Rt. 25 and Devereaux Way and demolition of the existing lift station and park. The design also included public wash rooms for the historical site as well as removal and replacement of water main and clay pipe effluent from the Main Wastewater Treatment Facility as they were in conflict with the demolition of the existing lift station.

Funding for the Riverside Lift Station Project is the IEPA Low-Interest Loan Program. City Council originally approved the \$13,550,000 loan, authorizing Ordinance 2021-M-30 in August of 2021. The construction portion of this loan and Ordinance was \$11,450,000. On Wednesday, January 26th, 2022, construction bids were opened and the apparent low bidder was Whittaker Construction and Excavating with a base bid of \$14,878,150.

The project engineer and City staff reviewed the low bid content and proposed pricing. In comparison to the engineering estimate it was discovered that there are cost increases across the board. This is mainly related to rising material cost and long lead times. The available labor force is also factoring in to some of the additional expenses. Some examples of large equipment on this project would include several 100 hp motors, electrical motor control centers, generator, large diameter site piping, fine screens and general building materials.

The proposed project is expected to take nearly two years to complete. Projections show the cost will continue to increase in materials and labor. Staff is making the recommendation to move forward with the current low bidder on the project. City staff is currently working IEPA's Water Pollution Control Loan Program to secure additional low interest loans for the project. As part of the additional funding request, the City will need to update the existing Authorizing Ordinance. It will be Staff's recommendation to increase the loan authorizing Ordinance to \$17,000,000 effective immediately; funds will be added to FY 22/23 budget.

The loan will be repaid from revenues of the Wastewater Utility over a 20 year period at an estimated interest rate of 1.1%. The ordinance also authorizes the Mayor to execute all loan agreements with the IEPA.

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

\*IEPA Loan Ordinance, Loan Detail

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

Recommendation to approve an Ordinance Authorizing the City of St Charles to borrow funds from the IEPA Water Pollution Control Loan Program for Riverside Lift Station.

**City of St. Charles, Illinois**  
**ORDINANCE No. 2022 – M - \_\_**

**An Ordinance Authorizing the City of St Charles, Kane and DuPage  
County, Illinois to borrow funds from the Water Pollution Control Loan  
Program**

**WHEREAS**, the City of St. Charles, Kane and DuPage County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution of 1970 and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

**WHEREAS**, the Mayor and City Council of the City of St Charles (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: Riverside Lift Station together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the Trotter and Associates, which Project has a useful life excess of 20 years; and

**WHEREAS**, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$17,000,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

**WHEREAS**, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

**WHEREAS**, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

**WHEREAS**, the costs are expected to be paid for with a loan to the City of St Charles from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the system, and the loan is authorized to be accepted at this time pursuant to the Act; and

**WHEREAS**, in accordance with the provisions of the Act, the City of St Charles is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$ 17,000,000 to provide funds to pay the costs of the Project; and

**WHEREAS**, the loan to the City of St Charles shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of St Charles and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of St Charles, Kane and DuPage County, Illinois, as follows:

### **SECTION 1. INCORPORATION OF PREAMBLES**

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

## **SECTION 2. DETERMINATION TO BORROW FUNDS**

It is necessary and in the best interests of the City of St Charles to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of St Charles in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$17,000,000.

## **SECTION 3. ADDITIONAL ORDINANCES**

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the system, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of St. Charles may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with

this Ordinance, or otherwise alter or impair the obligation of the City of St. Charles to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

#### **SECTION 4. LOAN NOT INDEBTEDNESS OF City of St Charles**

Repayment of the loan to the Illinois Environmental Protection Agency by the City of St Charles pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the system, and the loan does not constitute an indebtedness of the City of St Charles within the meaning of any constitutional or statutory limitation.

#### **SECTION 5. APPLICATION FOR LOAN**

The Mayor is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

#### **SECTION 6. ACCEPTANCE OF LOAN AGREEMENT**

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.



## **SECTION 7. OUTSTANDING BONDS**

The City of St Charles has outstanding bonds, payable from revenues of the system, that are senior to the loan authorized by this Ordinance, and the City of St Charles establishes an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 Ill. Adm. Code 365.350(a)(10)(C)(WPC).

## **SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT**

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

## **SECTION 9. SEVERABILITY**

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

## **SECTION 10. REPEALER**

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

**THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.**

PASSED by the Corporate Authorities  
on March 7th, 2022.

APPROVED March 07, 2022

\_\_\_\_\_  
Lora A Vitek, Mayor  
City of St Charles  
Kane and DuPage County, Illinois

ATTEST:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

PUBLISHED in the \_\_\_\_\_ on \_\_\_\_\_, 2022.

RECORDED in the City of St Charles Records on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Nancy Garrison - City Clerk  
City of St. Charles  
Kane and DuPage County, Illinois

## CERTIFICATION

I, Nancy Garrison, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of St. Charles. I do further certify that the above and foregoing, identified as Ordinance Number 2022-M-, is a true, complete and correct copy of an ordinance otherwise identified as Authorizing the City of St Charles, Kane and DuPage County, Illinois to borrow funds from the Water Pollution Control Loan Program Loan, passed by the City Council of the City of St Charles on the 7th day of March 2022, and approved by the Mayor of the City of St Charles on the same said date, the original of which is part of the books and records within my control as Clerk of the City of St Charles.

Dated this 7<sup>nd</sup> day of March, 2022.

\_\_\_\_\_  
Clerk of the City of St Charles



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item number: 4.G**

Title:

Recommendation to Approve a Resolution to Approve Riverside Lift Station Replacement Construction Project

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: \$14,878,150

Budgeted Amount: \$11,450,000

Not Budgeted:

**Executive Summary** (if not budgeted please explain):

The design of the replacement for the City of St. Charles' Riverside Lift Station began in October of 2020. The scope of work included site piping, historical building and monument relocation, construction of a new lift station and new park near the corner of IL Rt. 25 and Devereaux Way, and demolition of the existing lift station. The lift station project includes public wash rooms for the historical site as well as removal and replacement of water main and clay pipe effluent from the Main Wastewater Treatment Facility as they were in conflict with the demolition of the existing lift station. Funding for the treatment plant expansion is the IEPA Low-Interest Loan Program. City Council originally approved the \$13,500,000 loan, authorizing Ordinance 2021-M-30 in August of 2021.

The City received five bids for this construction project on Wednesday, January 26th, 2022, and they were opened and read aloud in accordance with the advertisement for the bids. The following is a tabulation of the bids received:

Company	Base Bid Amount
Whittaker Construction and Excavating Inc.	\$ 14,878,150
Williams Brothers Construction Inc.	\$ 15,180,000
Joseph J Henderson & Son Inc.	\$ 15,972,000
IHC Construction Companies LLC	\$ 16,400,000
John Burns Construction Company	\$ 18,465,000

Each of the five bids were reviewed by our engineering consultant, Trotter & Associates and Staff for responsiveness based on the content of the bid, and whether the bid meets the requirements of the Illinois Environmental Protection Agency (IEPA) water Loan Program rules. The apparent low bidder, Whittaker Construction and Excavating, Inc. has provided a complete bid, including all returnable bid documents as well as provided a Disadvantaged Business Enterprise notification utilizing the suggested IEPA language.

The project Engineer and the City has worked with Whittaker on the St. Charles Main and Sludge Handling Building Improvements in 2012. Whittaker Construction has completed numerous other Water and Wastewater projects for communities in northern Illinois, including Dixon, Princeton, Marsailles, Hampshire, Elgin, and Batavia. The firm has a sound resume, self-performs a significant amount of the work, and has a reputation for high quality workmanship.

The project is over budget and staff will be making a recommendation for a budget addition and a new IEPA Loan Authorization Ordinance effective immediately, and will be added to the FY 22/23 budget. As part of the IEPA Loan Program process, the Notice of Intent to Award along with the bid packet will be submitted to the IEPA for review. Once the documents are reviewed and approved by the IEPA, a Notice of Award and a Notice to Proceed will be issued by the City.

**Attachments** (please list):

\* IEPA - Notice of Intent to Award, Notice of Award and Notice to Proceed

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

Recommendation to approve a Resolution approving Notice of Intent to Whittaker Construction and Excavating Inc. for the Construction Project in the amount of \$14,878,150. Contingent of the IEPA bid approval, the Notice of Award and Notice to Proceed and a Resolution authorizing the Mayor, Clerk and City Staff to execute the same on behalf of the City of St. Charles will be issued by the City.

SECTION 00 51 00.10 - NOTICE OF INTENT TO AWARD

Date: **March 07, 2022**

To: **Whittaker Construction & Excavating, Inc.**  
**P.O. Box 21, 105 E. Park Street**  
**Earlville, IL 60518**  
**815-246-7119**

Project: **2021 Riverside Lift Station Replacement – City of St. Charles, Illinois**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of

**Fourteen Million Eight Hundred Seventy-Eight Thousand One Hundred Fifty dollars and zero cents (\$14,878,150.00).**

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days of the final Notice of Award to be sent upon IEPA approval, to you.

Dated this **07<sup>th</sup>** day of **March, 2022**.

---

Lora Vitek, Mayor

END OF SECTION 00 51 00.10

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SECTION 00 51 00 – NOTICE OF AWARD

Date: TBD

To: Whittaker Construction & Excavating, Inc.  
P.O. Box 21, 105 E. Park Street  
Earlville, IL 60518  
815-246-7119

Project: 2021 Riverside Lift Station Replacement – City of St. Charles, Illinois  
Job Number: STC-140

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of

**Fourteen Million Eight Hundred Seventy-Eight Thousand One Hundred Fifty Dollars and zero cents (\$14,878,150.00).**

You are required by the information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice indicated above.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this XX<sup>th</sup> day of XXXXX, 2022.

\_\_\_\_\_  
Lora Vitek, Mayor

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Whittaker Construction & Excavating, Inc. this XX<sup>th</sup> day of XXXXX, 2022.

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

END OF SECTION 00 51 00



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SECTION 00 55 00 – NOTICE TO PROCEED

Date: TBD

To: Whittaker Construction & Excavating, Inc.  
P.O. Box 21, 105 E. Park Street  
Earlville, IL 60518  
815-246-7119

Project: 2021 Riverside Lift Station Replacement – City of St. Charles, Illinois

Job Number: STC-140

Owner: City of St. Charles, IL

You are hereby notified that the contract time for the above referenced project commences to run on \_\_\_\_\_. On this date you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion shall be \_\_\_\_\_ and Final Completion shall be \_\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this \_\_th day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Lora Vitek, Mayor

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_th day of \_\_\_\_\_, 2022.

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

END OF SECTION 00 55 00

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**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution to approve Notice of Intent to Whittaker Construction and Excavating Inc. for the Riverside Lift Station Replacement Construction Project in the amount of \$14,878,150. Contingent of the IEPA bid approval, the Notice of Award and Notice to Proceed and a Resolution authorizing the Mayor, Clerk and City Staff to execute the same on behalf of the City of St. Charles will be issued by the City**

**Presented & Passed by the  
City Council on March 7, 2022**

WHEREAS, The design of the replacement for the City of St. Charles' Riverside Lift Station began in October of 2020;

WHEREAS, funding for the Riverside Lift Station Replacement Construction Project is the IEPA Low-Interest Loan Program. City Council originally approved the \$13,500,000 loan, authorizing Ordinance 2021-M-30 in August of 2021;

WHEREAS, the City received five bids for this construction project on Wednesday, January 26th, 2022, and they were opened and read aloud in accordance with the advertisement for the bids;

WHEREAS, the apparent low bidder, Whittaker Construction and Excavating, Inc. has provided a complete bid, including all returnable bid documents as well as provided a Disadvantaged Business Enterprise notification utilizing the suggested IEPA language.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to approve Notice of Intent to Whittaker Construction and Excavating Inc. for the Riverside Lift Station Replacement Construction Project in the amount of \$14,878,150. Contingent of the IEPA bid approval, the Notice of Award and Notice to Proceed and a Resolution authorizing the Mayor, Clerk and City Staff to execute the same on behalf of the City of St. Charles will be issued by the City

PRESENTED to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

PASSED by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

APPROVED by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

Resolution No. \_\_\_\_\_

Page 2

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item number: 4.H**

Title:

Recommendation to approve a Resolution to Execute an Agreement for Lawn Mowing Services with Milieu Landscaping

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: \$729,163 (for 5 yrs)

Budgeted Amount: \$155,000 annually

Not Budgeted:

**Executive Summary** (if not budgeted please explain):

The City owns and maintains 140 facilities, parks, and parcels throughout the community that require routine lawn mowing services. The City recently issued a request for proposals to perform these services for a 5-year period spanning through April 30, 2027. Two responses were received with Milieu Landscaping of Lake Zurich being the lowest responsive, responsible proposer.

Milieu provides residential and commercial landscaping services throughout the Chicagoland area. They currently provide similar services for several other municipalities and park districts. After reviewing their proposal documentation and verifying their references, staff feels that Milieu is capable of performing mowing services for the City in such a way that meets expectations.

**Attachments** (please list):

Milieu Price Proposal \* Milieu Proposal Documents \* Bid Tabulation

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

Recommendation to approve a Resolution to execute an agreement with Milieu Landscaping for mowing services for a period of five years in the submitted bid amount.



# Price Proposal Page

## Mowing Services – PS2022-3

Based on Addendum # \_\_\_\_\_

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division confirmed via purchase order amendment.

### UNIT PRICES AND EXTENSIONS

May 1, 2022 to April 30, 2023

TYPE	ESTIMATED CYCLES	UNIT PRICE	EXTENSION
Fine Mowing	28	4257.75	119,217
Rough Mowing	16	817.31	13,077
Semi-Annual Mowing	2	5,765.50	11,531
Sub-Total - May 1, 2022 to April 30, 2023			

\*\*Additional Mowing - Price per hour \$ 40

\*\*Additional Price per Acre – As Needed \$ 40

May 1, 2023 to April 30, 2024

TYPE	ESTIMATED CYCLES	UNIT PRICE	EXTENSION
Fine Mowing	28	4257.75	119,217
Rough Mowing	16	817.31	13,077
Semi-Annual Mowing	2	5,765.50	11,531
Sub-Total - May 1, 2023 to April 30, 2024			

\*\*Additional Mowing - Price per hour \$ 41

\*\*Additional Price per Acre – As Needed \$ 41

May 1, 2024 to April 30, 2025

TYPE	ESTIMATED CYCLES	UNIT PRICE	EXTENSION
Fine Mowing	28	4,343.18	121,609
Rough Mowing	16	958.13	15,330
Semi-Annual Mowing	2	5,880.50	11,761
Sub-Total - May 1, 2024 to April 30, 2025			

\*\*Additional Mowing - Price per hour \$ 42

\*\*Additional Price per Acre – As Needed \$ 42

**May 1, 2025 to April 30, 2026**

TYPE	ESTIMATED CYCLES	UNIT PRICE	EXTENSION
Fine Mowing	28	4,342.90	121,601
Rough Mowing	16	833.62	13,338
Semi-Annual Mowing	2	5,880.50	11,761
Sub-Total - May 1, 2025 to April 30, 2026			

121,601  
13,338  
11,761

\*\*Additional Mowing - Price per hour \$ 43  
\*\*Additional Price per Acre - As Needed \$ 63

**May 1, 2026 to April 30, 2027**

TYPE	ESTIMATED CYCLES	UNIT PRICE	EXTENSION
Fine Mowing	28	4,386.32	122,817
Rough Mowing	16	850.25	13,604
Semi-Annual Mowing	2	5,998	11,996
Sub-Total - May 1, 2026 to April 30, 2027			

\*\*Additional Mowing - Price per hour \$ 44  
\*\*Additional Price per Acre - As Needed \$ 64

**May 1, 2022 to April 30, 2027**

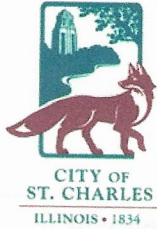
SERVICE PERIODS	EXTENSION
Sub-Total - May 1, 2022 to April 30, 2023	143,825
Sub-Total - May 1, 2023 to April 30, 2024	143,825
Sub-Total - May 1, 2024 to April 30, 2025	146,700
Sub-Total - May 1, 2025 to April 30, 2026	146,700
Sub-Total - May 1, 2026 to April 30, 2027	148,133
<b>Sum Total - May 1, 2022 to April 30, 2027</b>	<b>729,163</b>
<b>***Sum Total of Service Periods May 1, 2022 to April 30, 2027 used to establish Proposal Pricing***</b>	

\*\*Additional Mowing - Price per hour \$ 45  
\*\*Price per Acre - As Needed \$ 65

All prices quoted included all fees. The City will not accept additional costs or surcharges such as, but not limited to: shipping, handling, freight, stocking, delivery, fuel sur-charge, travel, mileage, permits, or other.







# Service Provider Response Requirements

## Mowing Services – PS2022-3

Please provide the below information in the order requested, identifying each section number.

### Experience and Capabilities

1. Experience as evidenced by a listing of five (5) references from similar projects in size and scope within the past five (5) years. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. References within the greater Chicago area preferred.
2. Evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank.
3. Provide a W9.

### Work Specific Knowledge

4. Credentials / Licenses / Certifications for mowing services
5. Attach a list of the areas of work that will be performed by a sub-contractor or other firm.

### Safety Risk

6. Certificate of Insurance
7. A brief explanation of the following:
  - a. A time your organization failed to complete a contract
  - b. Bankruptcy or reorganization
  - c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years
8. Any other services your firm may offer that would benefit the City of St. Charles?



**MILIEU**  
LANDSCAPING

References

Village of Hawthorn Woods  
2 Lagoon Drive, Hawthorn Woods, IL  
Brian Sullivan, 847-847-3531  
bsullivan@vhw.org

Village of Long Grove  
3110 Old McHenry Rd, Long Grove, IL  
Denise Rosenquist, 224-352-2577  
drosenquist@longgroveil.gov

Village of Niles  
6849 Touhy Ave, Niles IL 60714  
Fred Braun 847-588-7900  
fwb@vniles.com

Village of Wheeling  
77 W. Hintz Rd, Wheeling IL 60090  
Vince Hoffman 847-344-4291  
vhoffman@wheelingil.gov

South Barrington Park District  
3 Tennis Club Lane, South Barrington, IL 60010  
Paul Burrus 847-381-7515  
pburrus@sbspd.net

Bloomington Park District  
172 S Circle Ave, Bloomington IL 60108  
Joe Potts 630-529-3650  
joe@bloomingtonparks.org

Glencoe Park District  
675 Village Ct, Glencoe, IL 60022  
Donald Kirk, 847-461-1154  
dkirk@villageofglencoe.org

Village of Lake Villa  
65 Cedar Drive, Lake Villa, IL 60046  
Ryan Horton, 224-355-7106  
rhorton@lake-villa.org

Income			
40100	Sales	9,105,474.40	100.0 %
40110	Service Charge-Late Fee	62.30	0.0 %
	Total Income	9,105,536.70	100.0 %
Direct Cost			
50020	Casual labor	-268.08	0.0 %
50040	Direct labor	2,481,746.41	27.3 %
50045	Overtime Labor	620,330.72	6.8 %
50050	Down time	53.52	0.0 %
50051	Travel time	6,207.13	0.1 %
50053	Snow Shovel	106,735.00	1.2 %
50060	Labor burden	452,932.75	5.0 %
50070	Surety Bonding	2,071.00	0.0 %
50120	Equipment rental	26,587.40	0.3 %
50140	Hard material	890,523.74	9.8 %
50170	Inventory price variance	-26,786.50	-0.3 %
50180	Discounts	-185.13	0.0 %
50200	Freight	7,904.14	0.1 %
50240	Plant material	391,518.30	4.3 %
50260	Sales tax expense	119,125.38	1.3 %
50280	Subcontractors	148,927.63	1.6 %
50283	Snow Services	580.16	0.0 %
	Total Direct Cost	5,228,003.57	57.4 %
	Gross Profit	3,877,533.13	42.6 %
Indirect Cost			
50300	Depreciation - equip & vehicles	20,400.00	0.2 %
50400	Sec 179 Purchases	97,429.75	1.1 %
52010	Auto expense	46,135.07	0.5 %
52020	Gas & oil (truck & auto)	295,105.55	3.2 %
52030	Tolls/Parking/Mileage	2,947.13	0.0 %
52060	License & fees-Vehicles only	22,982.58	0.3 %
52080	Mechanic's salary	105,582.48	1.2 %
52085	Mechanic's OT	32,546.55	0.4 %
52100	Outside repairs-equipment	9,525.74	0.1 %
52110	Outside repairs -trucks & auto	84,453.92	0.9 %
52120	Parts expense	190,390.97	2.1 %
52140	Tire expense	31,396.15	0.3 %
52520	Disposal	47,504.16	0.5 %
52580	Small Tools & Supplies	32,141.63	0.4 %
52588	Equipment (Small) Expense	38,634.94	0.4 %
	Total Indirect Cost	1,057,176.62	11.6 %
Admin Cost			
60010	Amortization-Intangibles	64,215.72	0.7 %
60012	Amortization-NonCompete	20,000.04	0.2 %
60020	Advertising & promotions	24,023.62	0.3 %
60080	Bank charges	8,169.09	0.1 %
60081	Credit Card Service/Late Charges	50,200.82	0.6 %
60110	Sales Commissions	571,289.37	6.3 %
60120	Building maintenance	51,245.60	0.6 %
60130	Consulting Services-Computer	21,578.80	0.2 %

60131	Consulting Services-Accounting	6,057.50	0.1 %
60140	Computer expense-Hdwr/Softwr	13,910.51	0.2 %
60190	Gifts	3,836.15	0.0 %
60220	Depreciation	24.00	0.0 %
60230	License & fees (non auto/truck)	12,866.44	0.1 %
60240	Dues & subscriptions	3,150.92	0.0 %
60280	Entertainment & meals	3,695.77	0.0 %
60281	Entertainment & meal Office/Mtng	3,054.34	0.0 %
60300	Finance/Late Charges-Vendors	332.90	0.0 %
60320	Insurance - business (liab & umbrella)	181,005.00	2.0 %
60340	Insurance-employee health care	50,887.06	0.6 %
60341	Insurance Officer health care	28,812.08	0.3 %
60345	Insurance-Life	1,241.00	0.0 %
60347	Insurance Deductible Exp	4,507.91	0.0 %
60360	Interest expense - General	25,749.77	0.3 %
60380	Office expense & supplies	57,450.95	0.6 %
60385	Copy/Printing Services	1,756.48	0.0 %
60400	Outside services	33,670.92	0.4 %
60430	Web Development	19,885.00	0.2 %
60440	Postage & delivery	2,568.99	0.0 %
60460	Professional fees	27,016.15	0.3 %
60480	Rent	164,052.52	1.8 %
60482	Rent - Auto Lease	13,943.88	0.2 %
60500	Salaries - Officer	85,000.00	0.9 %
60510	Salaries - Admin	173,765.20	1.9 %
60520	Salaries - Design	76,525.31	0.8 %
60530	Salaries - Sales	260,468.86	2.9 %
60550	Salaries - Supervisory	330,192.90	3.6 %
60640	Telephone	7,356.43	0.1 %
60641	Cell Phone Reimbursement	5,935.79	0.1 %
60660	Travel & Convention expense	1,209.71	0.0 %
60680	Uniform expense	19,891.04	0.2 %
60700	Utilities	11,711.90	0.1 %
70050	Interest for late Tax Payments	25.79	0.0 %
	Total Admin Cost	2,442,282.23	26.8 %
	Other Income & Expense		
79040	State corporate tax	6,840.00	0.1 %
79050	Taxes-Penalties (non-interest)	1,298.68	0.0 %
79570	Tax refund	-3,040.02	0.0 %
	Total Other Income & Expense	5,098.66	0.1 %
	Profit/Loss	372,975.62	4.1 %

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**MILIEU DESIGN LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**48 E HINTZ RD**

6 City, state, and ZIP code  
**WHEELING, IL 60090**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
0	1	-	0	8	8	7	6	9	7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ *Jaqueline M. Polen*    Date ▶ **1-14-2021**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Illinois Landscape Contractors Association**

**MEMBER**

**2021-22**

**Milieu Design**

*through their membership  
has pledged to encourage a high code of  
professional ethics and quality workmanship  
among landscape contractors.*





# MILIEU

## LANDSCAPING

525 Enterprise Parkway  
Lake Zurich, IL 60047  
Office: 847-465-1160 Fax: 847-465-1159  
Email: [hello@milieuland.com](mailto:hello@milieuland.com)  
Website: <http://milieuland.com>

February 1<sup>st</sup>, 2022

Attention: City of St. Charles

Subject: City of Saint Charles Mowing Services "Competency of Contractor." Milieu Landscaping

Thank you for the opportunity to propose our services for the City of Saint Charles Mowing Services bid. Our bid package is enclosed.

Our firm has been servicing clients like the City of Saint Charles since 1987. The proposed services would be provided by a team of people operating from our yard in Lake Zurich. Our mission is to safely provide excellent landscape services to clients in a reasonable manner.

While making your decision, please consider the following:

- Milieu has a perfect safety record with all of our school, park and municipal landscape services
- Milieu has landscape designers, landscape architects, licensed applicators, licensed turf experts, licensed irrigation technicians, and more on staff. (see enclosed licenses and certificates). We are a member of the ILCA and have won many awards from the association (including landscape maintenance in 2018 for the Village of Wheeling).
- List of Municipal References (attached)
- Certificate of Insurance (attached)
- Milieu Design LLC is owned solely by myself, Brian Frank. I am active in the business on a day-to-day basis.
- Milieu has a labor force of 90 people during the 8-month growing season. Existing "full-time" staff would be providing the services to Mundelein Park District.
- Milieu has a perfect history of completing all municipal contracts. Moreover, we have never been involved in any litigation nor arbitration with and past client.

I do appreciate your consideration and welcome discussing this with you further. Please let me know the next steps

Brian Frank  
President



**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution to Execute an Agreement with Milieu Landscaping for  
Lawn Mowing Services for a period of five years in the submitted bid  
amount**

**Presented & Passed by the  
City Council on March 7, 2022**

WHEREAS, the City issued a request for proposals to perform lawn mowing services for a 5-year period spanning through April 30, 2027;

WHEREAS, two responses were received with Milieu Landscaping of Lake Zurich, IL being the lowest responsive, responsible proposer;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement be approved with Milieu Landscaping for Lawn Mowing Services for a period of five years in the submitted bid amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

PASSED by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

APPROVED by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item number: 4.I**

Title:

Recommendation to Approve a Resolution to Execute a 5-Year Contract for Janitorial Services

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: \$1,220,124 (5-year cost)

Budgeted Amount: \$300,000 *annually*

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

The Public Works Department recently solicited a request for proposals for a 5-year Janitorial Services Contract. The scope of work includes maintaining the cleanliness of City facilities including City Hall, Century Station, the Police Station, the Public Works Building, and the East and West side Parking Decks. The City received nine proposals to perform this work. Of those nine, three did not allocate sufficient staff hours to demonstrate that they have a thorough understanding of the scope of work and were subsequently excluded.

Of the six remaining contractors, Eco Clean Maintenance of Elmhurst, IL submitted the lowest, responsive, responsible proposal. Eco Clean has been in business in the area for over 15 years and has provided a list of favorable references of similar size and scope.

The prices submitted by Eco Clean represent a **17% decrease** to their fees that the City has paid under the previous contract.

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

\* Price Proposal Tabulation

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

Recommendation to approve a Resolution to execute an agreement with Eco Clean Maintenance for Janitorial Services at City Facilities for a period of five years in the submitted bid amount.

	Eco Clean Maint	CleanNet	Alpha Building Maint	Citywide Building Maint	Bravo	GSF	Total Facility Maint	Clean As a Whiste	Multisystem Mngmt
Year 1	\$ 239,316.00	\$ 255,852.00	\$ 284,088.00	\$ 291,699.20	\$ 290,125.00	\$ 335,993.50	\$ 177,724.68	\$ 208,319.16	\$ 203,940.00
Year 2	\$ 239,316.00	\$ 255,852.00	\$ 289,728.00	\$ 300,450.14	\$ 299,828.74	\$ 349,621.80	\$ 186,610.84	\$ 208,319.16	\$ 208,014.00
Year 3	\$ 239,316.00	\$ 266,976.00	\$ 295,516.00	\$ 309,463.65	\$ 307,793.00	\$ 363,733.37	\$ 195,947.28	\$ 213,119.16	\$ 212,179.66
Year 4	\$ 246,444.00	\$ 266,976.00	\$ 301,382.00	\$ 318,747.55	\$ 323,183.28	\$ 378,483.02	\$ 205,744.56	\$ 213,119.16	\$ 216,397.20
Year 5	\$ 255,732.00	\$ 278,100.00	\$ 307,382.00	\$ 328,103.00	\$ 339,342.44	\$ 393,899.73	\$ 216,031.80	\$ 213,119.16	\$ 220,724.40
<b>Total</b>	<b>\$ 1,220,124.00</b>	<b>\$ 1,323,756.00</b>	<b>\$ 1,478,096.00</b>	<b>\$ 1,548,463.54</b>	<b>\$ 1,560,272.46</b>	<b>\$ 1,821,731.42</b>	<b>\$ 982,059.16</b>	<b>\$ 1,055,995.80</b>	<b>\$ 1,061,255.26</b>
# Of Monthly Hours	1016	927	1193	(Year 1) - 1021.967 (Year 2-5) 988	714.5	1079	206-240	601	39
							<b><i>Did Not Demonstrate Understanding of Scope</i></b>		

**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution to Execute an Agreement with Eco Clean Maintenance for  
Janitorial Services at City Facilities for a period of five years in the  
submitted bid amount**

**Presented & Passed by the  
City Council on March 7, 2022**

WHEREAS, the Public Works Department solicited a request for proposals for a 5-year Janitorial Services Contract;

WHEREAS, Eco Clean Maintenance of Elmhurst, IL submitted the lowest, responsive, responsible proposal;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement be approved with Eco Clean Maintenance for Janitorial Services at City Facilities for a period of five years in the submitted bid amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

PASSED by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

APPROVED by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number: \*4.J**

**Title:** Recommendation to Approve a Resolution to Award the Contract Extension for Water Treatment Salt

**Presenter:** Tim Wilson

**Meeting:** Government Services Committee

**Date:** February 28, 2022

Proposed Cost: \$ 88,374

Budgeted Amount: \$ 100,000

Not Budgeted:

**Executive Summary** (if not budgeted please explain):

The Water Division uses salt as a water treatment method for radium removal. The City currently has two water treatment facilities that use salt for this radium removal process. The City advertised and solicited bids for water softening salt. In May, 2020, the City awarded a two-year contract to Midwest Salt of West Chicago.

This coming April will be the end of the original two-year contract with Midwest Salt. The contract allows for extensions, with current market price variances. City Staff contacted Midwest to see if we can negotiate an extension. Midwest salt agreed to a one-year contract extension at a 4%-unit cost increase. The proposed price change is listed below:

	Current Pneumatic Delivery <u>Bid</u> <u>Results</u>	Current Dump Delivery	Proposed Pneumatic Delivery <u>FY(22-23)</u>	Proposed Dump Delivery <u>FY(22-23)</u>	Estimated Annual Cost <u>FY 22 – 23</u>
Midwest Salt	\$121.75/Ton	\$114.00/Ton	\$126.62/Ton	\$118.56/Ton	\$88,374.00/ FY

It is Staff’s opinion that in comparison to past years, the proposed FY 22-23-unit cost increase for both delivery methods is acceptable. This overall expense was expected to increase as the United States Army Corps of Engineers has been reconstructing several river locks and dams. This construction will result in additional shipping cost to bypass these river closures with trucking. With the national shortage of trucking, the expense in delivery will continue to rise. The water treatment salt for this region is shipped up the Mississippi and Illinois Rivers and these river closures are projected to last the rest of this year.

Salt usage is based on water production; therefore, there may be a slight variation in salt usage from year to year. Currently, the City uses an average of 725 tons of water treatment salt per year, with approximately 300 tons in pneumatic deliveries and 425 tons in dump deliveries. To safe guard the City, the proposed contract allows the total annual increase or decrease to 15% without penalty.

**Attachments** (please list):

None

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

Recommendation to approve a Resolution to award a one-year contract extension to Midwest Salt for water treatment salt based on the unit prices provided in the bid.

**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution to Award a One-Year Contract Extension to Midwest Salt  
for Water Treatment Salt based on the Unit Prices Provided in the Bid**

**Presented & Passed by the  
City Council on March 7, 2022**

WHEREAS, In May, 2020, the City awarded a two-year contract to Midwest Salt of West Chicago;

WHEREAS, This coming April will be the end of the original two-year contract with Midwest Salt;

WHEREAS, Midwest salt agreed to a one-year contract extension at a 4%-unit cost increase;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that a one-year contract extension be awarded to Midwest Salt for Water Treatment Salt based on the unit prices provided in the bid.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

PASSED by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

APPROVED by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item number: \*4.K**

Title:

Recommendation to Approve a Resolution to Award the Bid for Fire Hydrant Painting

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: \$62,146.00

Budgeted Amount: \$62,600

Not Budgeted:

**Executive Summary** (if not budgeted please explain):

On February 11, 2022 the City received two bids for Fire Hydrant Painting. Muscat Painting of Dundee, IL was the apparent low bidder. Muscat has successfully completed fire hydrant painting for the City over the last five years. The proposed unit cost provided by Muscat in this current bid is fair and reasonable as they reduced their unit cost in comparison to the 2019 bids. Muscat has only applied a 2% annual increase to the unit cost for the next three years. This annual increase is well within industry standards of 3 to 7%

**Muscat Past Bid:**

2021/22 Cost - \$92.55/ Unit - \$64,785

**Current Bid:**

2022/2023 - \$88.78/ Unit - \$62,146.00

2023/2024 - \$90.56/ Unit - \$63,385.00

2024/2025 - \$92.55/ Unit - \$64,785.00

Typically the City completes 700 fire hydrants annually. This is about 30% of the total number of fire hydrants within the City.

**Attachments** (please list):

\* Muscat Painting Bid 2022

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

Recommendation to approve a Resolution to approve Muscat Painting unit cost bid for 2022/2023 Fire Hydrant Painting and additional two fiscal years based on annual budget approval.



# Price Proposal Page

Muscat

## Fire Hydrant Painting – ES2022-1

Based on Addendum # \_\_\_\_\_

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

### Unit Cost for Year 1 (May 1<sup>st</sup> 2022 – April 30<sup>th</sup> 2023)

Item Letter	Items	Unit	Unit Price
A	Commercial Blast		Included in Item B
B	Commercial Priming and Painting	Each	88.78

### Unit Cost for Year 2 (May 1<sup>st</sup> 2023 – April 30<sup>th</sup> 2024)

Item Letter	Items	Unit	Unit Price
A	Commercial Blast		Included in Item B
B	Commercial Priming and Painting	Each	90.55

### Unit Cost for Year 3 (May 1<sup>st</sup> 2024 – April 30<sup>th</sup> 2025)

Item Letter	Items	Unit	Unit Price
A	Commercial Blast		Included in Item B
B	Commercial Priming and Painting	Each	92.55

### Total Cost (For Bid Analysis Purposes Only) -

Item Letter	Items	Unit	Unit Price	Estimated Quantity	Annual Cost
Year #1	Commercial Priming and Painting	Each	\$	700	\$ 62,146.00
Year #2	Commercial Priming and Painting	Each	\$	700	\$ 63,385.00
Year #3	Commercial Priming and Painting	Each	\$	700	\$ 64,785.00
<b>THREE YEAR TOTAL-</b>					<b>\$ 190,316.00</b>

Please confirm that all fees, inclusive of but not limited to: shipping, handling, freight, stocking, mobilizations, delivery, fuel sur-charge, permits, manufacturer's warranty including repair and replacement of parts and labor within warranty period; ... are included within the above prices.  Yes  No

We accept payment via City of St. Charles credit card, without additional fees.  Yes  No

We allow a discount of .5 % if payment is received within 7 days of invoice.

We allow these terms for all business conducted with the City of St. Charles.  Yes  No



**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution to Approve Muscat Painting Unit Cost Bid for 2022/2023  
Fire Hydrant Painting and Additional Two Fiscal Years based on Annual  
Budget Approval**

**Presented & Passed by the  
City Council on March 7, 2022**

WHEREAS, on February 11, 2022 the City received two bids for Fire Hydrant Painting;

WHEREAS, Muscat Painting on Dundee, IL was the apparent low bidder;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Muscat Painting Unit Cost Bid for 2022/2023 Fire Hydrant Painting be approved, along with an additional two fiscal years based on annual budget approval.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

PASSED by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

APPROVED by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item number: \*4.L**

Title:

Recommendation to Approve a Resolution to Waive the Formal Bid Procedure and Award Proposal for Eastside Lift Station Pump Replacement

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: \$61,080

Budgeted Amount: \$100,000

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

The City has one sewer lift station pump in need of replacement at the Eastside Lift Station, located on the Public Works Main Campus. This pump is critical to the operation of the wastewater system providing flow from the Eastside sewer collection system. The Eastside sewer system provides services from the River to the Eastern City limits. The proposed replacement is part of a larger four pump lift station.

Two pumps were pulled for maintenance in December with the intention of rebuilding the pumps. Upon further internal inspection and the manufacturer evaluation of one these pumps, it was determined that it had heavy internal erosion from long use and the 100 hp electric motor wasn't able to be rebuilt.

To avoid additional expenses of replacing piping, electrical and other support components within the lift station, Staff is making the recommendation to utilize the same pump manufacturer, Flowserve because their pumps have operated well in this station.

In addition, the City will also receive a one year warranty on the parts and labor associated with this project. Due to the pumps being a single source of purchase, Staff is requesting to Waive the Formal Bid Procedure for the pump replacement.

The City's final recommendation is to Waive the Formal Bid Procedure and award the purchase order to LAI Ltd. to replace the pump at the Eastside Lift Station.

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

\* Bid Waiver Form \* LAI Proposal

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

Recommendation to approve a Resolution to Waive the Formal Bid Procedure and award proposal to LAI Ltd. for the replacement of one Lift Station pump in the amount of \$61,080.



# BID WAIVER

One Time

Today through

Description:

Requested Vendor:

Requested by:

Date:

Approvals:

\_\_\_\_\_ Department Head

\_\_\_\_\_ Procurement

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 **warranted 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 programing** 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.

Other:



# LAI, Ltd.

Since 1958

5400 Newport Drive • Suite #10 • Rolling Meadows, Illinois 60008 • 847/392-0990 • FAX 847/392-1095

February 7, 2022

Ref: City of St. Charles  
Flowserve Pump quote

To: Tim

Thank you for reaching out to LAI for your Flowserve pump quotation. This quote only includes the pump, motor, lifting bail, and motor cable. No testing, spares, or accessories are included in this price. Any coatings will be duplicated however modern day equivalent coatings may need to be provided where needed due to discontinued coating products. Please note the following:

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Net Each</u>	<u>Net Total</u>
1	1	Flowserve, Model: 8MSX18BW-100-6-460-EX, (existing Sales Order: S005142), Lead Time 24 weeks	\$61,080.00	\$61,080.00

**Total Package Price: \$61,080.00**

Freight: Not Included

Delivery: See Lead Times in Part Description

Terms: NET 30 days

Price: firm 60 days

Note: This quote is for a hydraulic duplicate with the same touch points. Internal components may be upgraded to meet current product line standards.

If the above quotation should result in an order, please make your order out to:

**LAI-LTD**

5400 Newport Dr. Suite 10  
Rolling Meadows, IL 60008

Fax# (847) 392-1095 or E-mail: SMeyer@LAI-LTD.com

We appreciate the opportunity to quote the above equipment and look forward to receiving your valued order. Please do not hesitate to contact us if you have any questions.

Respectfully,

*Shea Meyer*

Shea Meyer  
LAI, Ltd.

**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution to Waive the Formal Bid Procedure and Award Proposal to  
LAI Ltd. for Eastside Lift Station Pump Replacement**

**Presented & Passed by the  
City Council on March 7, 2022**

WHEREAS, the City has one sewer lift station pump in need of replacement at the Eastside Lift Station, located on the Public Works Main Campus;

WHEREAS, to avoid additional expenses of replacing piping, electrical and other support components within the lift station, Staff is making the recommendation to utilize the same pump manufacturer;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Proposal for Eastside Lift Station Pump Replacement be awarded to LAI Ltd.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

PASSED by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

APPROVED by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item number: \*4.M**

Title:

Recommendation to Approve Resolution Authorizing Application to Kane County Riverboat Grant Program

Presenter:

Ken Jay

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: n/a

Budgeted Amount:

Not Budgeted:

Each year Kane County offers grant programs to help improve the quality of life within Kane County. The City of St. Charles successfully received funding in the past from the Kane County Riverboat Grant Program to assist with the completion of the Bob Leonard Riverwalk Project, Municipal Center Parking Lot, the 7<sup>th</sup> Avenue Creek Watershed Plan, the 7<sup>th</sup> Avenue Culvert Repairs and most recently the design engineering and construction of Phase 1 of the 7<sup>th</sup> Avenue Creek Project. Staff is proposing to apply for the Kane County Riverboat Grant funding toward construction of the 1<sup>st</sup> Street Pedestrian Corridor and Plaza.

The City will be applying for funds toward the costs associated with the conversion of S. 1<sup>st</sup> Street to a pedestrian-only corridor, including the expansion of the east plaza along the Fox River. The estimated total construction cost for all remaining work is \$2,589,376.

The 2022 grant application will be requesting an amount of \$100,000 for this project, which is the maximum request allowable under this grant. Any grant funding received will reduce the local share of the construction project. As part of the application submittal to the County, approval of the attached resolution is required. Staff requests that the City Council approve the resolution to authorize the application of the grant and to allow staff to execute all documents upon receipt of grant monies.

**Attachments (please list):**

\* Resolution Authorizing Application to Kane County Riverboat Grant Program

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

Recommendation to approve a Resolution Authorizing Application to Kane County Riverboat Grant and that the City Administrator be authorized to execute all necessary documents for construction of the 1<sup>st</sup> Street Pedestrian Corridor and Plaza.

**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution Authorizing Application for Kane County Development  
Funds and Execution of all Necessary Documents for the 1<sup>st</sup> Street  
Pedestrian Corridor and Plaza Project**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

WHEREAS, the City of St. Charles has determined that it is in its best interests to apply for Kane County Riverboat Funds for the 1<sup>st</sup> Street Pedestrian Corridor and Plaza Project, and;

WHEREAS, said project will include the construction of pedestrian improvements along S. 1<sup>st</sup> Street between W. Main Street and Illinois Street, and;

WHEREAS, the Kane County Board must approve said application and will require the City of St. Charles to execute a Funding Agreement and other necessary documents upon approval.

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION ONE: That Heather McGuire, City Administrator, is hereby authorized to execute an application for Kane County Riverboat Funds, a Funding Agreement and other necessary documents upon approval of the application by the Kane County Board, and any requests for payment and documentation required to be submitted by the City of St. Charles to Kane County requesting the dispersal of funds.

SECTION TWO: That any changes to the above-stated project description must be approved by the City of St. Charles.

SECTION THREE: This Resolution shall be in full force and effect upon its passage and approval.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Resolution No. \_\_\_\_\_

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Lora Vitek, Mayor

ATTEST:

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City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



**AGENDA ITEM EXECUTIVE SUMMARY****Agenda Item Number: \*4.N****Title:**

Recommendation to Approve a Resolution Authorizing the Sale of Items of Personal Property owned by the City of St. Charles via an online auction to the highest bidder

**Presenter:**

AJ Reineking Public Works Manager

**Meeting:** Government Services Committee**Date:** February 28, 2022

Proposed Cost: \$ N/A

Budgeted Amount: \$ N/A

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Staff is seeking approval to sell and discard obsolete equipment and items of personal property owned by the City of St. Charles via an online auction site.

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

\*List of auction items

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

Recommendation to approve a Resolution Authorizing the Sale of Items of Personal Property owned by the City of St. Charles via an online auction to the highest bidder.

### **Auction Items**

- Unit 2151 Fire Department Utility Trailer
- Multiple lots of misc. obsolete items from inventory control (water and electrical items)
- Eight Zephyr utility stands (wastewater collections)
- Unit 1875 2009 Ford Escape – Currently Inoperable
- Misc. Meter/Comm obsolete parts and supplies
- Projector with misc. accessories
- Fire Department misc. exercise equipment

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Authorizing the Sale of Items of Personal  
Property Owned by the City of St. Charles**

**Presented & Passed by the  
City Council on March 7, 2022**

**WHEREAS**, in the opinion of at least three-fourths of the Corporate authorities of the City of St. Charles, it is no longer necessary or useful to or for the best interest of the City of St. Charles to retain the personal property now owned by the City of St. Charles and hereinafter;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois as follows:

1. Pursuant to Illinois Compiled Statutes, 65ILCS 5/11-76-4, the City Council finds that the following personal property now owned by the City of St. Charles is no longer necessary or useful to the City of St. Charles and the best interests of the City of St. Charles will be served by its sale:
  - Unit 2151 Fire Department Utility Trailer
  - Multiple lots of misc. obsolete items from inventory control (water and electrical items)
  - Eight Zephyr utility stands (wastewater collections)
  - Unit 1875 2009 Ford Escape – Currently Inoperable
  - Misc. Meter/Comm obsolete parts and supplies
  - Projector with misc. accessories
  - Fire Department misc. exercise equipment

2. Pursuant to said Section 65ILCS 5/11-76-4, the Purchasing and Inventory Control Division Manager be, and he is hereby authorized and directed to sell the foregoing described personal property now owned by the City of St. Charles to the highest respective bidders.

**Presented** to the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022

**Passed** by the City Council of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022.

**Approved** by the Mayor of the City of St. Charles, Illinois, this 7<sup>th</sup> day of March, 2022.

Resolution 2022 \_\_\_\_\_

Page \_\_\_\_\_

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Lora Vitek, Mayor

Attest:

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City Clerk

**Council Vote:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item number: 4.0**

Title:

Recommendation to Approve a Resolution Authorizing a Limited License Agreement with Zayo Group LLC for Fiber Installation within St. Charles Rights-of-Way

Presenter:

Paul Hopkins

Meeting: Government Services Committee

Date: February 28, 2022

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

Zayo Group LLC is a registered telecommunication utility with the Illinois Commerce Commission. As such, they have the right to install facilities in public rights-of-way. Zayo does not sell any programming “content” that would make them subject to a franchise, they sell simply “point-to-point” communication services via leasing fiber.

Zayo has permitted placing their fiber optic system through Northern Illinois from West of St. Charles along IL Route 38 with IDOT and KDOT permits, and need to pass through St. Charles on the way to Geneva and beyond. Creating a Limited License Agreement between Zayo Group LLC and the City would be the best way to process their request to place their private facilities in the public right-of-way and ensure that Zayo is responsible for locating the fiber if the City has a project digging near it. It also covers relocation of the fiber should the City have a roadway project that requires such.

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

\* Zayo Group LLC Limited License Agreement

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

Recommendation to approve a Resolution Authorizing a Limited License Agreement with Zayo Group LLC for Installation of Fiber in the City’s Rights-of-Way.

## LIMITED LICENSE AGREEMENT

This Agreement made this 26th day of January, 2022 (hereinafter the "Effective Date") by and between THE CITY OF ST. CHARLES, a municipal corporation of the State of Illinois, hereinafter referred to as "City", and Zayo Group, hereinafter referred to as "Licensee".

### WITNESS:

WHEREAS, the City of St. Charles and Licensee desire to establish a framework for Right-Of-Way use by the City of St. Charles under the terms and conditions set forth below;

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

WHEREAS, the City of St. Charles and the Licensee agree that it is in the interest of both parties to have orderly and coordinated use of Right-of-Way space;

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

### Section 1. Scope of Agreement.

This Limited License Agreement covers Rights-of-Way under the City of St. Charles jurisdictions for underground and / or aerial installations. Any hand-holes or access boxes shall be flush mount with existing grade.

Licensee shall be responsible to obtain any and all other permits, easements or agreements required by other jurisdictions or private property owners.

This Limited License Agreement expressly does not grant Licensee the rights to use public utility easements unless the Licensee is specifically named in such easement dedication or permit.

### Section 2. Specifications & Requirements.

- A. Each installation shall be required to submit for a Right-of-Way permit.
  - I. This permit submittal shall include scaled drawings showing the proposed installation, method of installation, existing utilities, Right-of-Way limits, and restoration methods. The submittal must also include the engineer estimated cost of the installation.
  - 2 Where road crossings are needed, open cutting of existing pavement areas should be avoided to the extent possible.

3. The City of St. Charles retains the right to "approve" or require modifications to the installation methods, installation location, and all details of the work prior to issuance of the permit to the Licensee. Licensee shall not begin work prior to receipt of an approved permit.
  4. Traffic control and protection shall be provided in accordance with the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition; the Illinois Department of Transportation "Standard Specifications for Traffic Control Items", latest edition; and the Manual on Uniform Traffic Control Devices, latest edition. Any road or lane closures must be identified specifically on the permit submittal drawings.
  5. If greater than 1 acre of land is being disturbed, a Notice of Intent will need to be submitted through the Illinois Department of Natural Resources, which may also require a Stormwater Pollution and Prevention Plan (SWPPP) to be prepared.
  6. Soil erosion and sedimentation control shall be provided in accordance with City standards.
  7. In accordance with the engineer estimate, at the judgement of the City of St. Charles, the Licensee will be required to post a letter of credit prior to starting work. The purpose of this letter of credit is to ensure that the public Right-of-Way is restored satisfactorily or not otherwise damaged. Should the Licensee default on restoration or repair of the Right-of-Way, the City may use the Licensee funds to effect proper restoration or repair as necessary.
  8. Licensee is required to provide "as-built" drawings showing actual location of facilities with respect to Right-of-Way limits and other utilities. Drawings shall also include the depth of the installed facilities.
- B. For as long as the Licensee has facilities in the Right-of-Way, the Licensee shall be active members of the Joint Utility Locating Information for Excavators (JULIE, Inc) such that the City or other Contractors digging in the Right-of-Way will only need to contact JULIE to have the Licensee facilities located. Documentation shall be provided to the City indicating Licensee is an active member.
- C. The Licensee shall be responsible for the relocation of their facilities if such facilities interfere with future City needs. In the event that such relocation is deemed necessary by the City, the Licensee shall be responsible for all costs associated with the physical relocation of Licensee facilities. Said relocation shall require submittal of a Right-of-Way permit to ensure that the relocation is coordinated with the City needs.
- D. Licensee shall provide a 24 hour emergency number for the City to use in emergencies related to Licensee facilities.

- E. Any flush mounted hand-holes or access boxes shall be installed in such a way as to not interfere with Right-of-Way maintenance or mowing.

Section 3. Maintenance of Facilities.

Licensee shall, at its own expense, maintain its facilities in a safe and serviceable condition. Moreover, in the event that City determines that any of Licensee's facilities are in an unsafe condition, Licensee, at its own expense, shall relocate, replace, or repair said facilities within 30 days of written notification, to restore them in a safe condition. However, in the case of emergencies, City may temporarily relocate Licensee's facilities, and the cost of such relocation, shall be reimbursed by the Licensee to City.

Section 4. Defaults.

- A. Notice of Violation or Default. In the event the City believes that the Licensee has not complied with a material terms of the Limited License Agreement, it shall notify the Licensee in writing with specific details regarding the exact nature of the alleged noncompliance or default.
- B. Licensee's Right to Cure or Respond. The Licensee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.
- C. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 4.B above, in the event the City determines that the Licensee remains in default of any material provision of the Limited License Agreement, the City may:
  - 1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or
  - 2. in the case of a substantial or frequent default of a material provision of the Limited License Agreement, declare the Limited License Agreement to be revoked in accordance with the following:

The City shall give written notice to the Licensee of its intent to revoke the Limited License Agreement on the basis of a pattern of noncompliance by the Licensee. The notice shall set forth with specificity the exact nature of the noncompliance. The Licensee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Licensee or upon receipt of the response does not agree with the Licensee's proposed remedy or in the event that the



Licensee has not taken any action to cure the **default**, it may then seek termination of the Limited License Agreement at a public hearing. The City shall cause to be served upon the Licensee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Limited License Agreement.

At the designated hearing, the City shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Limited License Agreement shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Licensee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Licensee in a manner authorized by Section 6. Any final decision by the City shall constitute a final determination for purpose of judicial review and shall be subject to the Illinois Administrative Review Act (735 ILCS 5/3-101 et seq.)

Upon termination of the Limited License Agreement, Licensee may be required to submit a Right-of-Way permit to remove all facilities from the Right-of-Way, except in-ground conduit, with proper restoration, solely at Licensee expense.

#### Section 5. Indemnification.

The Licensee shall indemnify, defend and hold harmless the City from any and all third-party claims, damages, judgments, losses, costs and expenses (including attorneys' fees), for physical injury or damage to tangible property that arises directly out of Licensee's use of the Right-of-Way pursuant to this Agreement; provided, that notice in writing shall be immediately given to the Licensee of any claim or suit against the City which, by the terms hereof, the Licensee shall be obligated to defend, or against which the Licensee has hereby agreed to save and keep harmless the City and provided further that the City shall furnish to the Licensee all information in its possession relating to said claim or suit, and cooperate with the Licensee in the defense of said claim or suit. The governing body of the City may, if it so desires, assist in defending any such claim or suit, but solely under the direction of the Licensee or its attorneys and the Licensee shall not be required to reimburse the City for expenses incurred by it in case of the election so to assist.

In no event shall either party be liable to the other party for any incidental, special, punitive, or consequential damages whatsoever, arising out of or in connection with this agreement.

Contractors performing work on behalf of the Licensee shall provide the City with a Certificate of Insurance to cover all locations of the work being done on behalf of the Licensee, and shall name the City of St. Charles as additional insured. Certificates of Insurance shall be filed no later than 10 days prior to commencement of work. Policies shall contain a non-cancellation clause provision preventing cancellation without 30 days written prior notice to City (ten (10) days in the event of nonpayment of premiums by Licensee). Certificates of Insurance shall be completed on the ACCORD 25-S form.

The City requires the Licensee to provide and maintain insurance consistent with Exhibit A.

#### Section 6. Service of Notices.

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

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

and to Licensee as follows:

Zayo Group, LLC  
Attn: Director, Underlying Rights – East Region  
1821 30th Street, Unit A  
Boulder, CO 80301  
legal@zayo.com

If notice is to Licensee:  
Zayo Group, LLC  
Attn: General Counsel, Legal  
1821 30th Street, Unit A  
Boulder, Colorado 80301  
legal@zayo.com

Emergencies:  
Network Operations Center & Repair  
Phone: (888) 404 9296  
E-mail: zayoncc@zayo.com

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

**Section 7. Term of Agreement.**

Subject to the provisions herein, this Agreement shall continue in force and effect for a period of ten (10) years from and after the Effective Date of this Agreement (the "Initial Term"), and thereafter from year to year (each year a "Renewal Term") unless terminated by either party by giving written notice not less than one (1) year prior to the end of the Initial Term or any Renewal Term.

**Section 8. Assignment of Rights.**

Except as otherwise provided in this Agreement, Licensee shall not assign any of its rights or interests hereunder, or in any of the installations covered by this Agreement, to any firm corporation, or individual, without the written consent of City, which consent shall not be unreasonably withheld, except that Licensee may, without the prior consent of the City, assign all of its rights under this Agreement to: (i) a parent, subsidiary, or Affiliate of Licensee; (ii) a purchaser of all or substantially all of Licensee's assets related to this Agreement; or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Licensee is participating. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. For the purposes of the Section, "Affiliate" means any entity that controls or is controlled by Licensee, or is controlled by Licensee. Nothing herein contained shall prevent or limit the right of Licensee to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another

corporation organized for the purpose of conducting a business of the same general character as that of Licensee, or enter any merger or consolidation and, in the case of the foreclosing of such mortgage or in the case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be. Subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation or company conducting a business of the same general character as that of Licensee and owned, operated, leased, and controlled by it, associated or affiliated with it in interest, or connected with it, to all or any part of the installations covered by this Agreement used by Licensee, in the conduct of its said business. All such installations shall be considered as the installations of Licensee, and the rights, obligations, and liabilities of such assignee under this Agreement, with respect to such installations, shall be the same if it were the actual owner thereof. Notwithstanding any of the provisions in this section, Licensee shall not be released from any of its obligations hereunder.

Section 9. Scope of Right of Licensee.

No use by Licensee of City's Right-of-Way under the terms of this Agreement, however extended, shall create or vest in Licensee any ownership or property rights in said Right-of-Way. but Licensee's rights herein shall be and remain a mere license.

Section 10. Waiver of Terms or Conditions.

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

Section 11. Existing Contracts or Agreements.

Any existing agreements between these parties, whether verbal or written, covering the use of City Rights-of-Way are by mutual consent, hereby abrogated and annulled.

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

**Witness:**

**THE CITY OF ST.CHARLES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**Witness:**

**ZAYO GROUP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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