

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
RITA PAYLEITNER, CHAIRMAN**

**MONDAY, FEBRUARY 26, 2018, 7:00 P.M
CITY COUNCIL CHAMBERS
2 E. MAIN STREET, ST. CHARLES, IL 60174**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADMINISTRATIVE**
 - a. Electric Reliability Report – Information only.
 - b. Active River Project Update – Information only.
 - c. Tree Commission Minutes – Information only.
 - d. Phosphorus Removal and Digester Improvements Project Update – Information only.
- 4. POLICE DEPARTMENT**
 - a. Recommendation to approve a Resolution for the Contract and Lease Agreement with A.I.D. (Association for Individual Development).
 - b. Walk to End Alzheimer’s – Information only.
 - c. Recommendation to approve Street Closures and Use of the First Street Plaza for the Heart of the Fox “Runs, Tugs and Hugs” Event.
- 5. FIRE DEPARTMENT**
 - a. Recommendation to approve Memorandum of Understanding with the Red Cross.
- 6. PUBLIC WORKS DEPARTMENT**
 - a. Schematic Design Presentation for the Police Station Project.
 - b. Presentation of Proposed 2018 Roadway Projects – Information only.

- c. Recommendation to approve Revision to City Code Chapter Twelve and all Pertinent Sub-Chapters allowing the current Tree Commission to become a Natural Resources Commission.
- d. Recommendation to approve Phosphorus Removal and Digester Improvements Project Change Order No. 1 to IHC for Internal Digester Coating.
- e. Recommendation to approve Advanced Disposal Proposal for 2018 Spring Clean Up and Proposed Dates.
- f. Recommendation to award the Proposal for Design Engineering for 7th Avenue Lift Station Replacement.
- g. Recommendation to approve the Award of a 2019 Peterbilt 567 Tractor and Mac Aluminum 32' Trailer to JX Peterbilt and Sell two replacement vehicles, a 2005 International 7400 6 wheeler dump truck, vehicle #1881 and a 2011 International 7400 4x2 dump truck, Vehicle #1765 via an online auction to the highest bidder.
- h. Recommendation to approve the Sale of Items of Personal Property owned by the City of St. Charles via an online Auction to the Highest Bidder.

7. 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)

8. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS

9. 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. 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: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

Attachments *(please list):*

* January 2018 Outage Report

Recommendation/Suggested Action *(briefly explain):*

For information only.

Streetlight Repair Report

Expectation: Streetlights will be repaired within 10 days of notification

Month Light Was Repaired	Number of Lights Repaired	Average Days to Repair
April	48	30.3
May	45	10.5
June	22	4.0
July	166	6.1
August	63	4.4
September	41	4.3
October	54	3.7
November	115	6.5
December	39	4.1
January	89	7.0

January notes: 12 lights exceeded 10 days but were completed within 14 days due to quantity of lights to repair and inclement weather.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.b

Title: Active River Project Update – Information Only
Presenter: Chris Adesso

Meeting: Government Services Committee Date: February 26, 2018

Proposed Cost: \$ N/A Budgeted Amount: \$ N/A Not Budgeted:

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

The Active River Task Force wishes to provide the Council Committee updates on the status of topics pertaining to the Active River Project/Concept. The Task Force offers the attached information to the Committee. A member of the Task Force will be available at each of the Government Services Committee meetings to respond to any questions or comments that the Council Committee may have.

Attachments *(please list):*

* January, 2017 – Task Force Meeting Minutes

Recommendation/Suggested Action *(briefly explain):*

None – For information only.

**MINUTES
ACTIVE RIVER TASK FORCE MEETING
ST. CHARLES
JOHN RABCHUK, CHAIRMAN
JANUARY 8, 2018**

Members Present: Chair. John Rabchuk, Trish Beckjord, Rick Brems,
Holly Cabel, Jim Enck

Members Absent: Chris Adesso, Monica Meyers, John Wessel

Others Present: Tom Anderson, Phil Held, Ed Werneke, Isabel Soderlind

1. Call Meeting to Order

The meeting was convened by John Rabchuk at 8:06 a.m.

2. Minutes Review and Approval

Motion was made to accept and place on file the minutes of the November 13, 2017 Active River Task Force meeting minutes.

Motion by Trish Beckjord second by Rick Brems, to accept and place the minutes on file.

Voice vote: Ayes: unanimous; Nays – None Absent: Chris Adesso, Monica Meyers, John Wessel

Motion carried at 8:07 a.m.

3. City and Park District Active River Project Meeting Discussion Updates

The City and the Park District have met on a couple of occasions to discuss next steps. Mark Koenen and Holly Cabel have also had a follow up meeting. According to Holly Cabel, the meetings to cover the ground work for this initiative has been positive and it appears to be moving forward. Items discussed during this section of the meeting included:

- City of St. Charles and St. Charles Park District Board are discussing the ground work for an inter-governmental agreement Memorandum of Understanding (MOU). The agreement will formalize the responsibilities and financial commitment from each entity. Mark Koenen and Holly will be drafting the agreement, but they need to get direction from their respective Park District Board and City Council.
- Mark would also like to identify the role the philanthropic entity will play in this project.
- Mark and Holly will schedule a conference call with Kathy Blaha. Purpose: discuss Kathy's expertise and determine if her experience is applicable to the Active River Project.

- Holly's impression is the City would like a joint partnership from each of the entities involved in this project.
- St. Charles Park District Board President Bob Carne and Vice-President Brian Charles will be meeting with John Rabchuk before they meet with the City aldermen representatives, Lora Vitek and Dan Stellato.
- Per Holly Cabel, the preliminary engineering phase design may be a two to three year process. For now, WBK has a very preliminary draft outlining the various phases of the project.
- Creating the inter-governmental agreement which would include funding responsibilities are the first steps in moving forward on this initiative. The next step would be for WBK to finalize an outline of the actual phases for this project.
- The group discussed other City projects that may tie back to the Active River Project, e.g., the river wall, Indiana footbridge repairs, bike trail, etc.
- Once the design engineering phase is completed, applying for grants (including federal and state) and philanthropic monies will become applicable.
- Several members present mentioned there is very little information being disseminated by the City in regards to the Active River Project, in particular on the City's website. Holly Cabel mentioned that the project has been discussed at the City "update" meetings.

4. Marketing, Publicity and Community Outreach

A. Update and Presentation of New River Corridor and Active River Website

Rick Brems has not had the opportunity to meet with John Arends regarding the Active River Project website. He does have a meeting with Robert later today and he hopes to have the Active River Project video and website project completed soon.

Phil Held received an email from John Arends on December 22; the Active River Project had 80 to 90% of its initial content in place. Proofreading and other minor adjustments still need to be completed but Arends hopes to complete the project by January 11 or 12. There are still videos that need to be added to the site.

Holly Cabel was unable to find the updated Active River Project plan on the River Corridor website. The St. Charles Park District website had a link to this plan; please notify Holly where the plan is on the Active River Project or River Corridor website so the St. Charles Park District site can link to it.

<http://www.stcharlesactiveriver.org/index.php>

B. Dunham Foundation Update

John Rabchuk spoke with the Dunham Foundation during the holidays and the Active River Project is not being considered for any funds this year. Currently the foundation is focusing on education, primarily in the city of Aurora, due to the state cut backs. The Dunham Foundation is the only philanthropic group John Rabchuk is aware of that has sponsored a project in the preconstruction phase, e.g., River Edge Park in Aurora.

John Rabchuk indicated the Community Foundation of the Fox River Valley has

requested that former grant recipients wait at least two full years from the date they received payment from the Community Foundation before applying for a new grant; therefore the Active River Project will not be able to apply for another grant until next year.

The Grand Victoria Riverboat Foundation will still be a good source for grant money.

C. Kiwanis

John Rabchuk mentioned that the St. Charles Kiwanis Club has a signature project in this week's agenda. There will a motion made at the meeting to initiate a project relating to the Active River Project.

In addition, and for the first time, Kiwanis is going to utilize social media (Facebook) to raise funds for the "Day in the Park" event. This program is in conjunction with Fox Valley Special Recreation Association. If this method raises sufficient funds, this may be another opportunity for the Active River Project to raise monies in the future.

D. Scheduled Presentations

John Rabchuk will be given a presentation to the St. Charles Bank & Trust Pioneers Adventure Club, Thursday, January 11, 2018 at 8:30 a.m. The speaking engagement will be held at the Charlestown Cinema. This will be a one-hour presentation to approximately 100 people.

There is also another presentation to the St. Charles Golden K Club that is still to be determined.

5. Member Organization Updates

A. St. Charles Park District

i. Shoreline Restoration and Stabilization

Holly Cabel stated money is being allocated for the Golf Shoreline Stabilization project. The entire plan will be designed and then dollars will be allocated to each section of the project starting in the fall.

ii. Boy Scout Island Boat Launch Project

Holly reported Boy Scout Island project will start in March. Repairing the launch is the first priority and then the expansion of the parking lot. According to Holly, the expansions will double the number of parking spaces. It will be also more efficient when conducting drop offs.

B. City of St. Charles

Chris Adesso was not in attendance. No updates given at this meeting.

C. River Corridor Foundation

Heart of the Fox: Run, Tugs & Hugs Event Scheduled for May 20th

Instead of the Bob Leonard Run this year, the River Corridor is planning to rename the event to: "Heart of the Fox: Runs, Tugs & Hugs". In addition to the

Color Run, the Fox Valley Special Recreation Association (FVSRA) group is requesting a Color Run and a Tug-of-War event for children with special needs at Pottawatomie Park. The course however still needs to be laid out.

John Rabchuk has requested a meeting with Northwestern Hospital to see if they would be interested in sponsoring the event, as a “health and wellness” event, e.g. Northwestern Hospital could take blood pressure checks,” talk with a doc”, etc.

In addition, there are several entities that are offering to donate monies toward the event. Colonial is offering to sponsor the Color Run(s) and several banks are offering to donate monies toward the event. Restaurants may also want to get involved, especially those that are located in the First Street Plaza area. John Rabchuk will be attending the Downtown St. Charles Partnership Board meeting this coming Wednesday to promote the event.

The keynote event would also include an adult Tug-of-War across the river in the downtown area. At the moment, the committee is looking to hold the event from the Harris Bank parking lot across to the 1st Street Plaza, as one of the potential locations for the this event. The committee discussed pros and cons of different locations and logistics of the event. Fox Valley Recreation Association may also be interested in putting a couple of teams together for this event. The event will need to be advertised soon.

John Rabchuk has also spoken to John Baird, Assistant Superintendent for Operations, from School District 303. Mr. Baird indicated he would organize this portion of the event utilizing his team of high school students.

The event is being planned for Sunday, May 20. Pottawatomie Park has already been reserved. The 5K will begin at 7:00 a.m. The 10K will begin soon after that. The Color Runs will be conducted around 9:30 a.m. to 11:00 a.m. and the Tug-of-War will run from 11:00 a.m. to 4:00 p.m. John Rabchuk is looking to publicize the Active River Project at the event by organizing a display area in the 1st Street Plaza. The display can include pictures and possibly videos.

The River Corridor Foundation of St. Charles will discuss this further next week.

6. Other

Trish Beckjord mentioned the Fox River Ecosystem Partnership (FREP) is holding a monthly meeting this week on Wednesday, January 10, at The Centre of Elgin to focus on grant funding sources. The program will assist FREP members and the watershed community in their search for funds for a variety of projects. Nancy Williamson will be giving a presentation on IDNR grants, Grand Victoria Foundation website, Community Foundation of The Fox River Valley website and Illinois Clean Energy Community Foundation website.

Trish emailed the announcement to Mark Koenen and Holly regarding the upcoming meeting. These meetings are always open to the public and this may be a good networking opportunity for those seeking grants to attend. Trish mentioned she was planning to attend, but would also forward the notice to Greg Chismark at WBK.

Holly will check in with Laura to see if she should take advantage of this opportunity.

7. Adjourn

The next meeting is scheduled for February 5, 2018, at 8:00 a.m. at the Baker Community Center.

Meeting was adjourned at 9:12 a.m.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.c

Title: Tree Commission Minutes – Information only

Presenter: AJ Reineking

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: \$ N/A

Budgeted Amount: \$ N/A

Not Budgeted:

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

A duty of the Tree Commission is to advise and consult with the Government Services Committee. The November 9, 2017 Tree Commission meeting minutes are attached.

Attachments *(please list):*

* Tree Commission Minutes – November 2017 meeting minutes.

Recommendation/Suggested Action *(briefly explain):*

For information only.

**MINUTES
CITY OF ST. CHARLES
TREE COMMISSION MEETING
RALPH GRATHOFF, CHAIRMAN
November 9, 2017**

Members Present: Chair. Ralph Grathoff, Kathy Brens, Jon Duerr, Raymond Hauser,
Suzi Myers, Ron Ziegler

Members Absent: Valerie Blaine, Pam Otto, Caroline Wilfong

Others Present: Chris Adesso, Marcelline D'Argento

Visitors Present: Heather Gondreau, Lee Haggas, Loren Nagy

1. Call to Order & Pledge of Allegiance

The meeting was convened by Chair. Grathoff at 7:05 p.m.

2. Introduction of Visitors, Comments and Concerns

None.

3. Minutes Review and Approval

Motion to approve and place into the public record the minutes of the September 14, 2017 Tree Commission meeting. Motion by Comm. Brens, second by Comm. Myers to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:09 p.m.

4. Old Business

None.

5. Natural Resources Commission

The Commissioners reviewed the second draft of the revisions to City Code to reflect the transition by the Tree Commission to a Natural Resources Commission. Comm. Myers noted it may be difficult to get four high school students to commit to participating on the NRC, however, four students are not required for the NRC [four is the maximum number of student participants as proposed in the draft Code]. Comm. Brens will check the curriculum at St. Charles East High School, and reach out to teachers and students to encourage participation with the NRC. NRC participation could also be included on students' college applications. The Commissioners requested the addition of the word "pruning" to the activities listed in Section 12.20.050 paragraph 3; staff will make this addition.

Chair. Grathoff confirmed the next step for the transition would be review of the proposed Code amendments by the City's legal counsel; Mr. Adesso confirmed. The Tree Commission would not need to review the draft Code again unless changes were made by legal counsel. Comm. Myers inquired as to the possible timing of the transition. Mr. Adesso explained the next Government Services Committee meeting would be the fourth Monday of January 2018. Chair. Grathoff noted the transition could be completed by February 2018.

Motion by Comm. Duerr to approve the second draft of the amendments to City Code 12.20 [with the afore-mentioned addition] and forward to the City's legal counsel for review, second by Comm. Brens. Voice vote: unanimous; nays – none. Motion carried at 7:17 p.m.

6. New Business

Chair. Grathoff inquired as to possible new salting practices this winter. Mr. Adesso explained the City is continuing its sustainable salting practices, and crews are receiving training on de-icing and snow plowing techniques and operations. Mr. Adesso noted the City has been using significantly less salt and also applying a reddish-brown colored commercial product. The commercial product is effective when applied at lower temperatures and helps prevent snow from bonding to the pavement, thereby reducing the need to apply large amounts of salt.

Mr. Adesso noted the City's snow fleet has been gradually updated with new trucks/equipment that provide better control and strategic salting. Comm. Hauser inquired as to the expense of untreated versus pre-treated salt. Mr. Adesso explained that although pre-treated salt is more expensive, the City uses less.

Comm. Duerr commented on the culvert project at the campus of Thompson Middle School. Comm. Duerr spoke with the schools' maintenance staff and was informed that the project was related to City requirements and that the upper portion of the detention area will be used for athletic fields. Comm. Duerr inquired as to whether the school project was related to the City's State Street Creek Watershed Plan. Mr. Adesso clarified that detention requirements are based upon the county's ordinances. The school detention project was not an identified project in the City's Plan, but it does benefit the watershed. Mr. Adesso stated the City's Watershed and Stormwater Master Plans are required for grant funding, and the City may receive grants for native landscapes, creekbed restorations and other projects.

Comm. Duerr inquired if the proposed plans for relocating the Police Department to West Main Street have been finalized yet, and noted there is marshland under old shopping mall. Mr. Adesso explained the Police Dept will be required to have detention similar to the Thompson Middle School project based on the county's ordinances. Comm. Brens noted the trees around the old shopping mall should be preserved.

Mr. Nagy inquired as to potential plans to replace the Fox River dam. Mr. Adesso explained a study and concept plan were developed for the Active River Project. A civil engineering firm conducted a proof of concept which included a hydrology study, cost estimates and permitting requirements. Mr. Adesso encouraged the Commissioners and visitors to review the River Corridor Foundation website which includes its Master Plan; the Bob Leonard River Walk, among other projects, was part of the Master Plan.

7. Committee Reports

A. Education Committee

Chair. Grathoff and Comm. Myers commented on the positive responses received from the school libraries regarding the book, *The Sparrow and the Trees*, which was donated to the City's elementary schools by the Tree Commission in October.

B. Langum Woods Clean-Up

Mr. Adesso informed the Commission about a competition promoted by the Forest Preserve District of Kane County. The competition was between Geneva High School and Batavia High School for the largest brush pile from clearing Buckthorn and Honeysuckle from forest preserve property. This may be a way to involve students in the clean-up of Langum Woods.

8. Communications – Approval of Public Services Division Tree Activity Reports for September and October 2017

Motion by Comm. Duerr to approve the above-referenced reports and place into the public record, second by Comm. Brens. Voice vote: unanimous; nays – none. Motion carried at 7:40 p.m.

9. Additional Items

A. Commissioners

Comm. Myers was in Slovenia recently when tree planting was being done. She spoke with one of the workers who informed her they also value diversity in planting.

Comm. Brens expressed her thanks to everyone at Public Works who worked to repair the water main break and restore the parkway in front of her home.

B. City Staff

None.

C. Visitors

Ms. Gondreau commented on pumpkin collection last Saturday, November 4th at the farm near the Northern Illinois Food Bank in Geneva. This may be a possible event for the NRC next year.

10. Adjournment

Motion by Comm. Myers to adjourn the meeting, second by Comm. Ziegler. Voice vote: unanimous; nays – none. Motion carried at 7:50 p.m.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.d

Title:

Phosphorus Removal and Digester Improvements Project
Update – Information only

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: n/a

Budgeted Amount: n/a

Not Budgeted:

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

Information only report on the Phosphorus Removal and Digester Improvements Project. The intent is to provide the Council Committee an update on the project status.

A member of the Public Works Staff will be available at each of the Government Services Committee meetings to respond to any questions or comments that the Council Committee may have.

Attachments *(please list):*

* Information only project report

Recommendation/Suggested Action *(briefly explain):*

None

Phosphorus Removal and Digester Improvements Project

February 2018

Construction Update Report

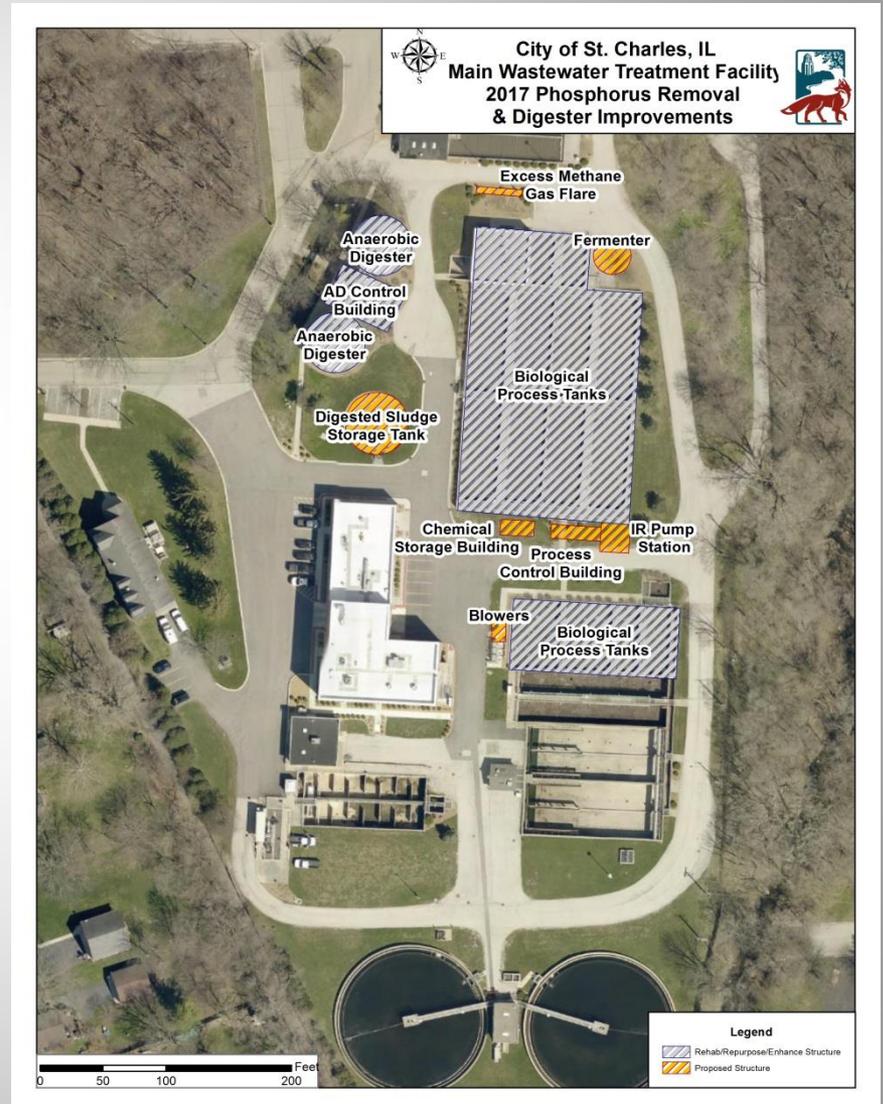
Construction Update February 2018

- Construction Contractor: IHC Construction Companies
- Project Schedule:
 - ~~Commence Construction : September 27, 2017~~
 - Chemical Feed System Online : June 1, 2018
 - Substantial Completion : February 6, 2019
 - Final Completion : March 8, 2019
- Construction Contract : \$13,294,896
- Approved Contract Change Orders: \$0
- Pending Contract Change Order:\$28,308.41
- Amount Billed to Date: \$1,161,693
- Construction Percent Complete: 20%

Construction Update February 2018

Current Construction Activity

- South Anaerobic Digester
- Digested Sludge Tank
- Fermenter
- IR Pump Station



South Anaerobic Digester



South Anaerobic Digester

- Internal paint coating conditions



Digested Sludge Tank



Digested Sludge Tank

Final Wall Section Completed



Fermenter

- Interior wall concrete form



IR Pump Station

- 16" Wall pipes



- 36" Wall pipe and concrete forms



IR Pump Station

- Concrete pour of the walls



Site Page

- Phosphorus Removal & Digester Improvements Project Page-
 - <https://www.stcharlesil.gov/projects/2017-phosphorus-removal-and-digester-improvements>



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.a

Title:	Recommendation to Approve a Resolution for the Contract and Lease Agreement with A.I.D. (Association for Individual Development)
Presenter:	Chief Keegan

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: \$30,000.00

Budgeted Amount: \$30,000.00

Not Budgeted:

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

After an extremely successful first two years, the Police Department would like to continue to work with A.I.D. (Association for Individual Development) to provide a social worker in the day-to-day operations and have office hours within the police operations; 20-hours per week. This will continue to develop strong relationships within the community and enhance rapport with officers and staff alike to enhance overall operational effectiveness.

A.I.D. offers a multitude of programs and support. The program the Police Department partners with A.I.D. in is the Victims Services Program; in addition to having a counselor housed at the Department 20 hours per week. A one-year contract is what the Police Department is proposing with the contract dates effective May 1, 2018 through April 30, 2019.

The City budgets for this expense through the police department's annual operating budget. This contract also includes the 24/7 on-call services AID offers and the availability of other City departments to use the services for residents in need.

Attachments *(please list):*

*Resolution *Contract for Lease *Contract for Services

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Resolution for the Contract and Lease Agreement with A.I.D. (Association for Individual Development) for one year.

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution Authorizing the Mayor and City Clerk
of the City of St. Charles to Execute a Contract and
Lease Agreement with Association for Individual Development (AID)
for One Year Beginning May 1, 2018 – April 30, 2019**

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

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute a Contract and Lease Agreement with Association for Individual Development (AID) for One Year Beginning May 1, 2018 – April 30, 2019 in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this ____ day of March 2018.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of March 2018.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of March 2018.

Mayor Raymond P. Rogina

ATTEST: _____
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Abstain:

Absent:

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the “Licensor” or “City”), AND THE Association for Individual Development (A.I.D.), an Illinois not-for-profit corporation (the “Licensee”);

WITNESSETH

WHEREAS, the Licensor is the owner of the St. Charles Police Station located at 211 North Riverside, St. Charles, Illinois (the “Property”); and,

WHEREAS, THERE IS CERTAIN VACANT OFFICE SPACE LOCATED ON THE Property that the Licensor does not currently utilize, as more specifically described on Exhibit “A” attached hereto and incorporated herein as (“Office Space”), as well as certain office equipment that the City does not currently utilize, as listed on Exhibit “B” attached hereto and incorporated herein (“Equipment”); and,

WHEREAS, the Licensee was organized for the purpose of responding to the psychological and emotional needs of those in need. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of fire related events or incidents responded to by the City of St Charles’ Police Department.

WHEREAS, Licensee requires office space and equipment in order to conduct its activities; and,

WHEREAS, Licensor is desirous of granting a license to Licensee, and Licensee is desirous of being granted a license from Licensor, for Licensee to utilize the Office Space and Equipment, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the sum of One Dollar (\$1.00), and other good and valuable considerations, the adequacy and sufficiency of which the parties hereto hereby acknowledge the parties hereto hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Grant. Licensor agrees to grant, and does hereby grant, to Licensee, a license to use the Office Space and Equipment for the term of this Agreement for the purpose of conducting its activities as contemplated by its Articles of Incorporation.

Section 3. Exclusive Grant. The privilege granted herein is exclusive; provided, however, that Licensor reserves the right at any time to enter upon the Office Space.

Section 4. Liens. Licensee, its officers, agents, contractors, volunteers and/or employees, shall not suffer to permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach or be against the Property, the Office Space, or the Equipment of any portion thereof. Should any such lien be filed, the Licensor shall have the right to contest same.

Section 5. Condition and Upkeep. Licensee has examined and knows the condition of the Office Space and Equipment and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Licensor prior to all the execution of this Agreement that are not herein expressed; Licensee will keep the Office Space and Equipment in good repair, normal wear and tear excepted; and upon the termination of this Agreement, in any way, will yield up the Office Space and Equipment to Licensor, in good condition and repair, ordinary wear excepted and will deliver the keys therefor at the Property.

Licensee will not allow the Office Space or Equipment to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not permit the Office Space or Equipment for any unlawful purpose, or for any purpose that will increase the fire hazard of the Property. The Licensee will not permit any alteration of the Office Space except by written consent of the Licensor; all alterations to the Office Space shall remain for the benefit of the Licensor unless otherwise provided in said consent.

Section 6. Access. Licensee, its officers, contractors, agents, volunteers and/or employees, shall at all times have the right of access to the Office Space and such other areas of the Property as are necessary to access the Office Space. The Licensee, its officers, contractors, agents, volunteers and/or employees shall also have access to other areas of the Property as follows: (a) conference and meeting rooms shall be available during normal business hours provided that said rooms are not in use by, or needed by, the City, and (b) use of conference and meeting rooms during non-business hours shall be available on the same basis as the City makes such rooms available to other non-City users, by scheduling in advance and pursuant to the City's policy.

Section 7. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensor.

Section 8. Insurance. Licensee shall procure and maintain at its sole and exclusive expense, comprehensive personal injury, workman's compensation and property damage insurance in such amounts as Licensee deems necessary and Licensor deems satisfactory to adequately cover all operation under the exercise of the privileges herein granted. Evidence of insurance shall be provided by Licensee to Licensor.

Section 9. Hold Harmless and Indemnification. Licensee hereby indemnifies, releases and holds Licensor harmless, and agrees to defend Licensor from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensee, its officers, contractors, agents, volunteers and/or employees under the exercise of the privileges herein granted. This indemnity is intended as a full and complete general indemnity and shall

include Licensee's responsibility for any attorney's fees incurred by Licensor in defense of any claims or actions brought by third parties against Licensor as a result of the privileges granted to Licensee herein.

Licensor hereby indemnifies releases and holds licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits damages or demands of whatever nature arising out of the conduct of Licensor, its officers, agents and/or employees regarding the License Area. This indemnity is intended as a full and complete general indemnity and shall include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

Section 10. Financial Responsibility/No Third-Party Beneficiaries. Licensor shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensor's granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Licensee and the Licensor.

Section 11. No Lease or Easement. Licensee expressly acknowledges that nothing herein is intended to create a corporal or possessory interest of Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 12. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensor and the Licensee.

Section 13. Term. Unless otherwise terminated pursuant to Section 14, this Agreement shall remain in effect until the Victim's Services Contract between A.I.D. and the City of St. Charles expires or upon mutual agreement of the parties hereto.

Section 14. Termination. If the Licensee breaches any of the provisions of this Agreement, or abandons or vacates the Office Space, the Licensor may declare this Agreement terminated upon thirty (30) days written notice to the Licensee. In addition, the Licensor may, for any reason and in its sole discretion, declare this Agreement terminated upon one hundred twenty (120) days written notice to the Licensee.

Section 15. Damage and Destruction. Licensor and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage or inconvenience which may arise from this Agreement.

Licensor and its officers, contractors, agents and/or employees shall not be liable for any damage occasioned by failure to keep the Office Space or Equipment in good repair, nor for any

damage done or occasioned by or from plumbing, electricity, gas, water, sprinkler, steam or other pipes or sewerage of the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Property or Office Space nor for any damage occasioned by water, snow or ice being upon or coming through the roof, windows or otherwise.

Section 16. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach of failure to enforce any of the terms or conditions of the Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 17. Effective Date. This Agreement shall become effective upon execution by both parties hereto.

Section 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 19. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. Licensor at:

Association for Individual Development (A.I.D.)
309 New Indian Trail Court
Aurora, IL 60506
Attn: President

B. Licensee at:

City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: City Administrator

C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

Section 20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written.

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

City Clerk

Association for Individual Development (A.I.D.)

By: _____

ATTEST:

**Victims Services
Contract for Program Operation
By and Between the City of St Charles Police Department and the
Association for Individual Development (A.I.D.)**

.01 Statement of Purpose:

A.I.D.'s Victims Services Program employees will respond to victim's psychological and emotional needs. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of fire related events or incidents responded to by the City of St Charles' Police Department. In addition to these primary responsibilities, the program provides assistance to police personnel following traumatic incidents by providing critical incident stress debriefings when requested. The overall mission is to positively impact the quality of life for the citizens of St. Charles by assisting victims/survivors, families/neighborhoods and City employees.

.02 Organization and Staffing:

The program evaluation will be done quarterly to ensure it is organized in such a way that it meets the changing needs of the St Charles community. This evaluation may result in changes, over time, to redistribute resources to optimally address contemporary issues and conditions. A.I.D. shall give St Charles reasonable notice prior to major redistribution of resources or termination of the program. Provided, however, the program shall not be terminated prior to the conclusion of the services period, April 30, 2019.

The Association for Individual Development (A.I.D.) will be in charge of, and responsible for, all staff. It is also the responsibility of A.I.D. to ensure the program is staffed to adequately handle the needs in the St. Charles community. In addition, AID will provide an "on-site" Victims Services Case Manager for 15-20 hours per week. This Case Manager will optimally be the same individual and will be allowed to use the office space outside of the scheduled hours.

.03 Utilization and Deployment:

A.I.D.'s Victims Services Program will respond to requests for assistance from SCPD. There shall be no limit to the number of requests. Types of assistance shall include, but are not limited to: on-scene crisis stabilization counseling, case management, follow-up services, linkage and referral to community resources, and critical incident mental health response. In addition, the division provides training and presentations to volunteers, police personnel and other internal and external organizations as requested.

.04 Goals and Objectives:

Program goals and performance measures are the responsibility of A.I.D. and are tallied on a quarterly basis. Periodic reports indicating progress are available by contacting the Program Director and will be made to the City of St Charles Police Department as required. A.I.D. program representatives will meet at least annually, upon request, with Police staff in order to discuss and evaluate the program.

.05 Indemnification:

To the fullest extent permitted by law, A.I.D shall indemnify, defend and hold St. Charles, its employees and agents, harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorney's fees and litigation costs caused by or arising out of the negligent acts, errors or omissions, or willful misconduct of A.I.D., its employees, agents or subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of St. Charles, its employees or agents.

.06 Insurance and Limitation of Liability.

A.I.D. shall maintain insurance coverage as set forth below:

Worker's Compensation - Statutory
Employer's Liability - \$1,000,000 per person/\$1,000,000 per disease/\$1,000,000 aggregate
General Liability - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
Automotive Liability - \$1,000,000
Professional Liability - \$1,000,000
Umbrella-\$2,000,000 excess of Employer's Liability, General Liability, Auto Liability and Professional Liability

Upon request, A.I.D. shall furnish copies of insurance certificates showing insurance coverage on its behalf in the amounts as set forth above, and further, showing that St. Charles is an additional insured on said policies. Said insurance coverage shall remain in full force and effect during the term of this Agreement.

In consideration for the services to be provided, the City of St. Charles Police Department shall pay the Association for Individual Development the sum of \$30,000.00-\$15,000 to be invoiced in May 2018, the remainder in October 2018. Services shall begin May 1, 2018 and conclude on April 30, 2019.

Approval: _____ Date: _____
Executive Director, Association for Individual Development

Approval: _____ Date: _____
City Administrator, City of St Charles



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.b

Title: 2018 Walk to End Alzheimer's – Information only

Presenter: Chief Keegan

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: N/A

Budgeted Amount: \$

Not Budgeted:

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

This special event application was received on January 17, 2018 and the committee met with event sponsors to discuss the details of the event on February 13th.

The Alzheimer's Association will be conducting its 4th annual walk in St. Charles, to raise awareness and funds to cure Alzheimer's care, support, and research. The event will occur on Saturday, September 22, 2018 and set-up will begin at 6:00 a.m. They are expecting approximately 900 attendees.

The walk is set for 10:00 a.m. and will travel south through Pottawatomie Park, to Riverside Ave., cross Prairie St. Bridge, go around Mt. St. Mary's Park, return under Prairie, cross the pedestrian bridge, and travel back north on Riverside Ave. to the park. There will be route guides along the path; however no Police services will be needed.

A loudspeaker permit will be obtained and all power will be provided within the Park District property. There were no known issues with last year's event in St. Charles or at any of the additional locations.

Attachments *(please list):*

* Event Maps

Recommendation/Suggested Action *(briefly explain):*

Information purposes only.



Pet Zone

Start/Finish

10x10

Kids zone 10x10 tent
3 tables, 6 chairs

Promise Tower 10x20 Tent
6 tables, 6 chairs

Relief shipments 10x20
6 tables, 4 chairs

10x20 tent w/ w/ back and sides
w/ 9 tables - 4 out front, 5 in
back opening and 2 in back

EJ
10x10

DJ - Opening
Ceremony
James H. and Joann
N. Collins Tower

**2018 St. Charles Walk to End Alzheimer's Route 2.48 Miles
Starting/Finishing at Pottawattamie Park**

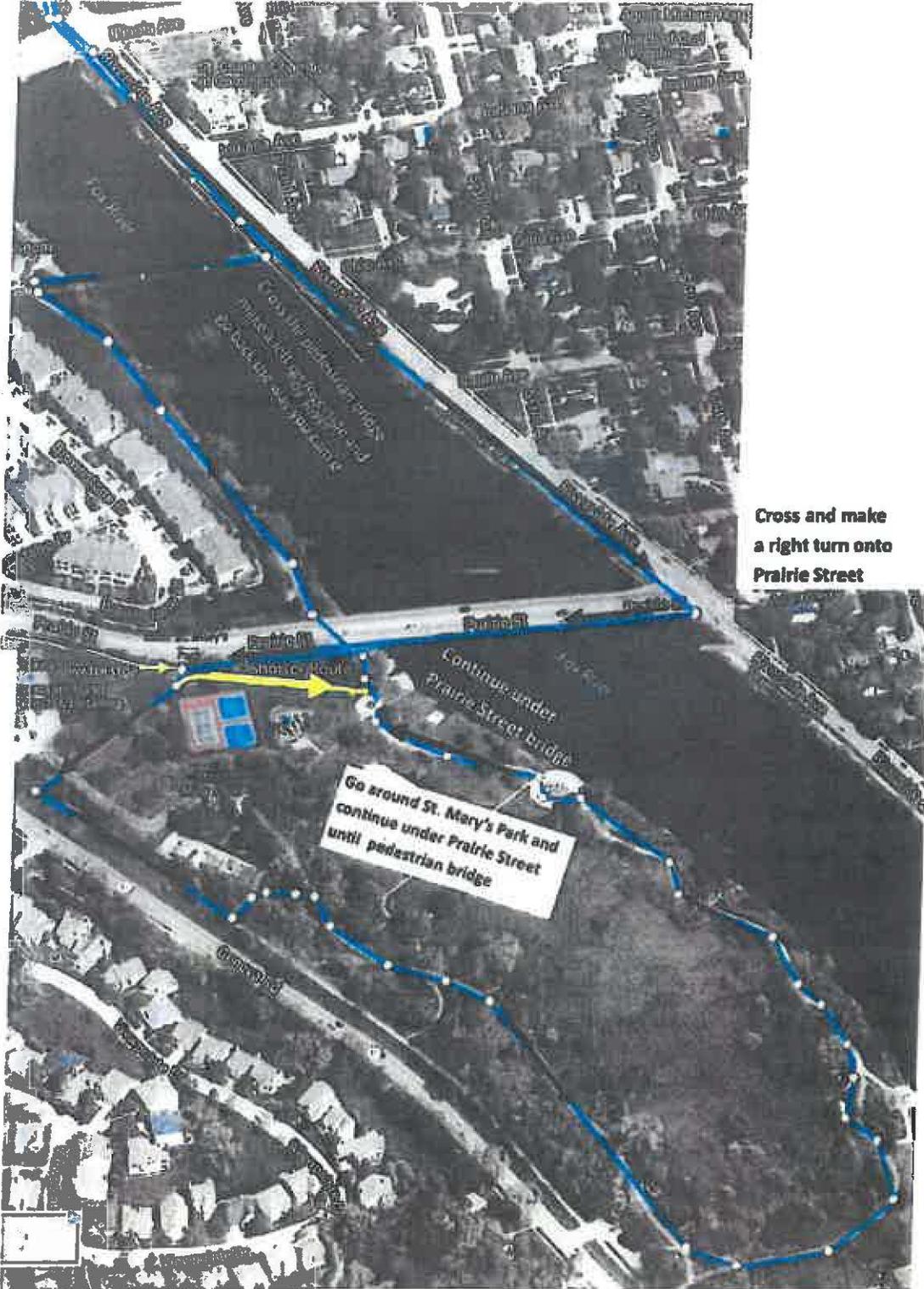


**Start and Finish line in
same location**



**Cut around the
police station**

Continue down Riverside Ave



Cross and make a right turn onto Prairie Street

Go around St. Mary's Park and continue under Prairie Street until pedestrian bridge

Go to the pedestrian bridge, make a left turn onto 122nd St, and turn right onto Prairie St

notice board

Continue under Prairie Street bridge

2/6/2018

**Heart of the Fox
Runs, Tugs and Hugs
Sunday, May 20, 2018**

Event Schedule (tentative)

- 7:00 AM - 7:30 AM 5K Run**
- starts at main pavilion in Pot Park, then through the Timbers subdivision and back (same course utilized by Bob Leonard Run for previous years)
- 7:30 AM - 9:00 AM 10K Run**
- starts at Pot Park main pavilion then through Timbers and Wild Rose and back (same course utilized by Bob Leonard Run for previous years)
- 9:00 AM - 9:15 AM Colonial Cafe Kids Color Run**
- starts in center of Pot Park, uphill to 2nd Ave., west on North Ave. and back to starting point

Northwestern Medicine wellness programs in Pot Park and in First Street Plaza

- 11:00 AM - 4:00 PM Tug of war across the Fox River**
- location from BMO Harris parking lot on east to First Street Plaza on the west - multiple competitions

HEART OF THE FOX



RUN & TUG



Bob Leonard 5k

5 km

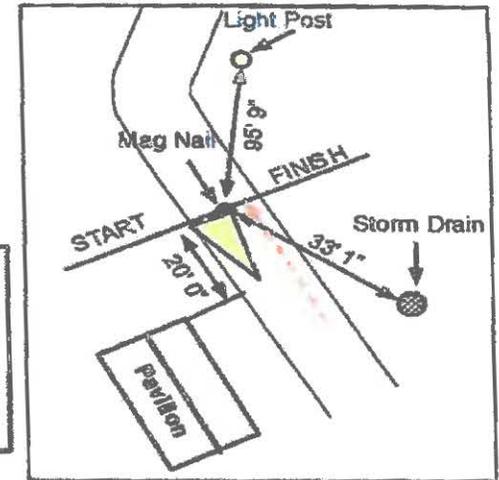
Saint Charles, Illinois

USATF Certificate # IL17010WR

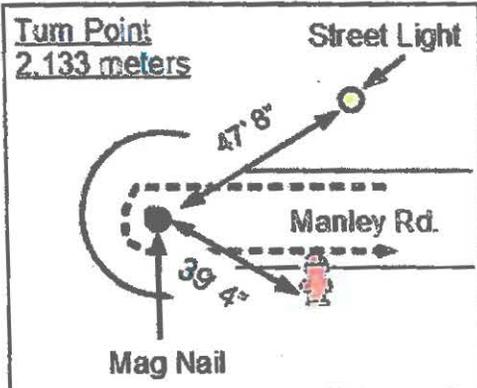
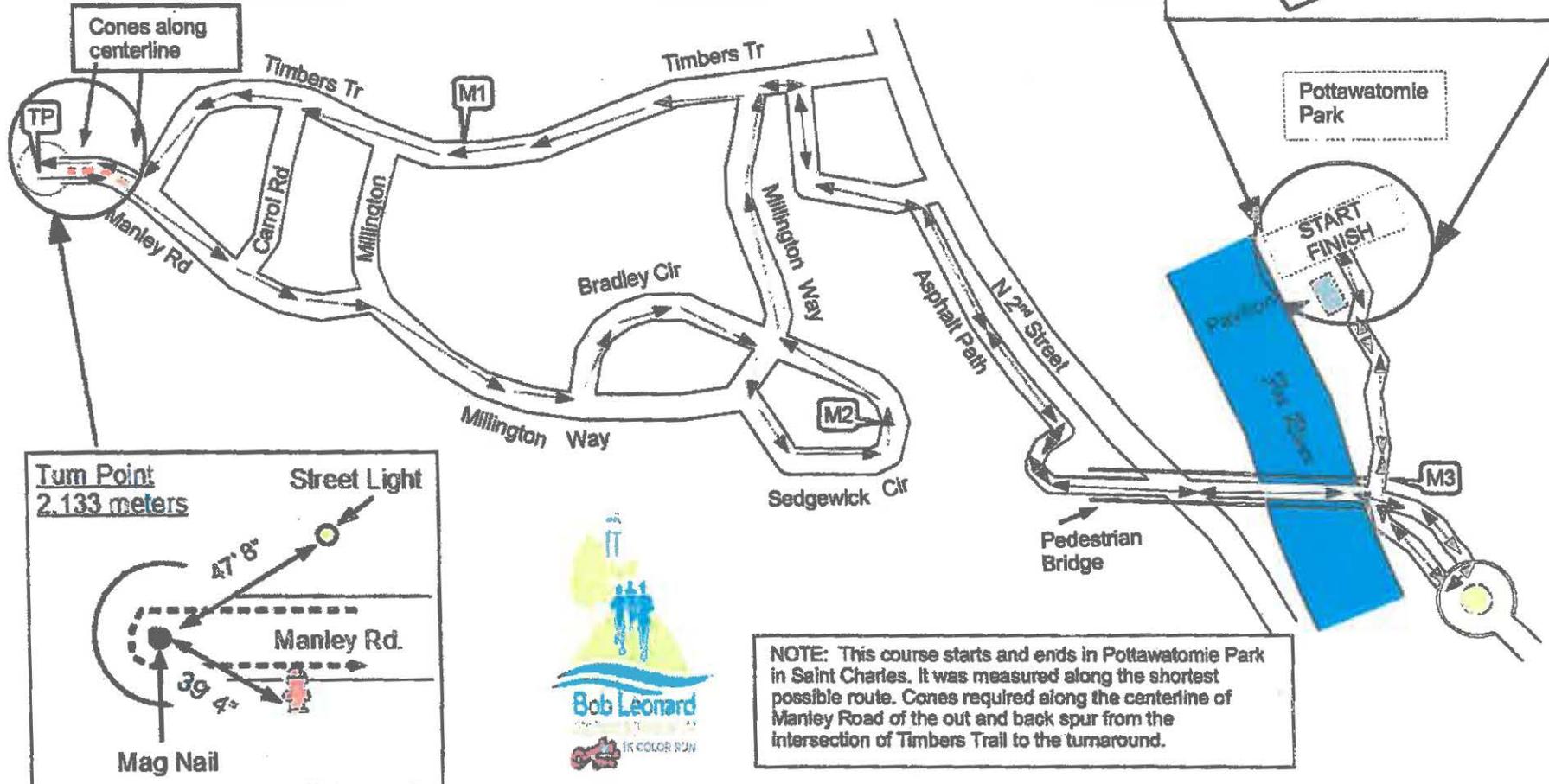
Effective April 26, 2017 – Dec 31, 2027



Map not to Scale



- Start: Mag nail, center of asphalt path, 33' 1" N of center of storm drain and 95' 9" S of light post (see detail)
 Mile 1: North curb of Timbers Trail, 34' W of center of driveway at 506 address
 Turn: Mag nail, at end of Manley Tr. 39' 4" W of fire hydrant and 47' 8" SW of street light (see detail)
 Mile 2: West curb of Sedgewick Circle, 1' S of center of driveway at 258 address
 Mile 3: Walkway N of pedestrian bridge overpass, 55' S of John "Jack" Kerr memorial plaque
 Finish: Same point as start
 Measured by Winston Rasmussen April 17, 2017 (w.rasmussen@comcast.net)



NOTE: This course starts and ends in Pottawatomie Park in Saint Charles. It was measured along the shortest possible route. Cones required along the centerline of Manley Road of the out and back spur from the intersection of Timbers Trail to the turnaround.

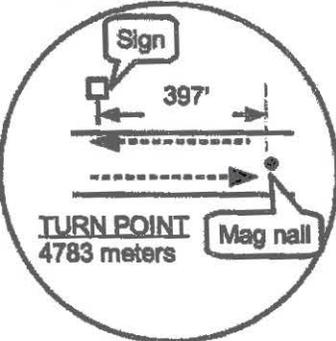
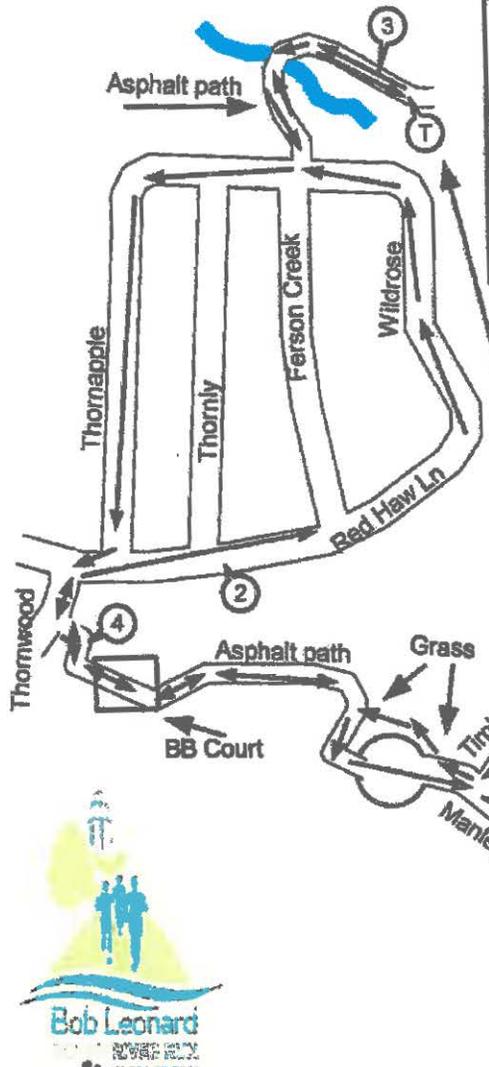


Bob Leonard 10k
 10 km
 Saint Charles, Illinois
 USATF Certificate # IL17011WR
 Effective April 26, 2017 – Dec 31, 2027

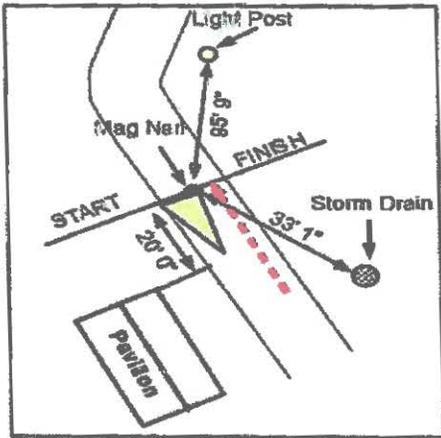


Map not to Scale

Start: Mag nail, center of asphalt path, 33' 1" N of center of storm drain and 95' 9" S of light post (see detail)
Mile 1: North curb of Timbers Trall, 34' W of center of driveway at 506 address
Mile 2: South edge of Red Haw Lane, 31' 6" E of center of man hole cover E of driveway to 36w667 address
Turn: Mag nail center of path, 397' E of Natural Area Enhancement Project sign (41:55:55.96, 88:19:51.22)
Mile 3: North edge of path 147' 6" W of turn point (41:55:56.58, 88:19:53.12)
Mile 4: 23' north of north edge of 1st park bench east of entrance
Mile 5: West curb of Millington Way, 45' south of fire hydrant on SW corner of Bradley Circle
Mile 6: 54' 6" east southeast of east end of iron railing by steps
Finish: Same point as start
 Measured by Winston Rasmussen April 17, 2017 (w.rasmussen@comcast.net)



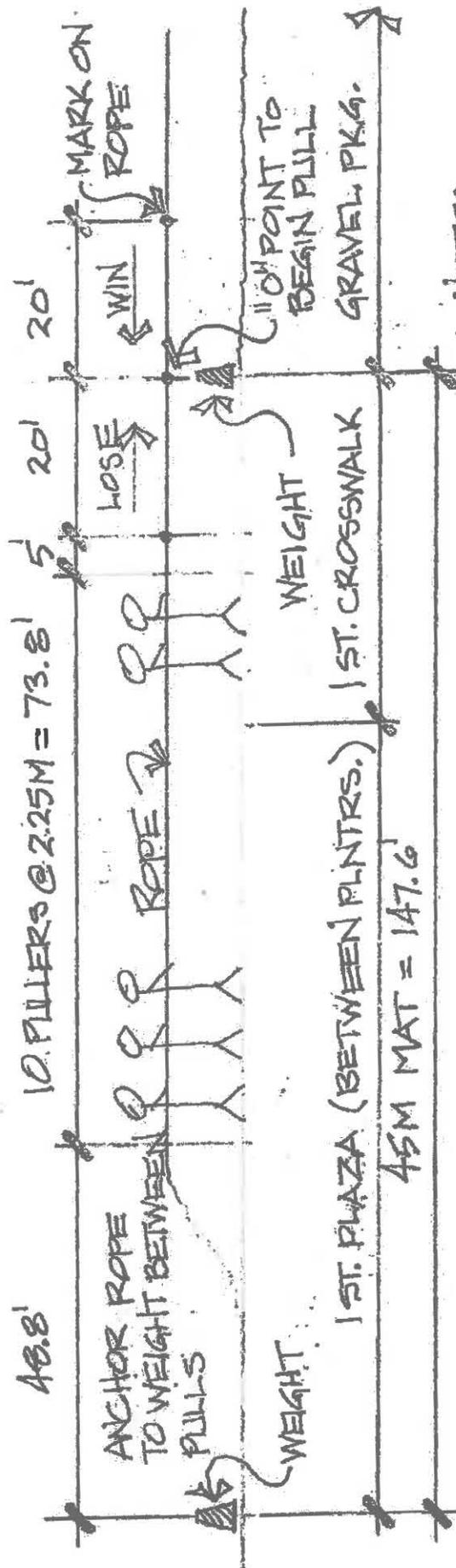
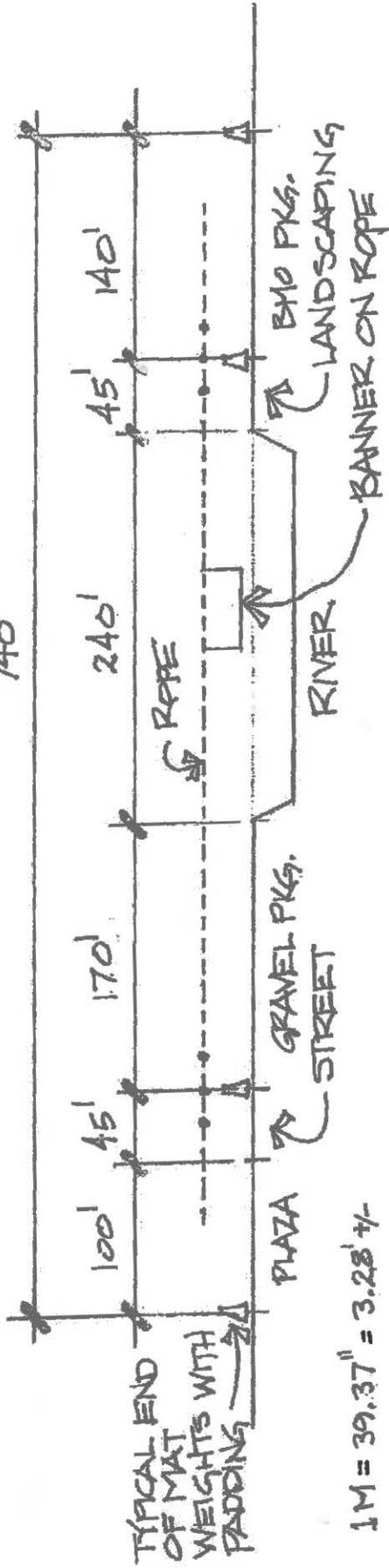
NOTE: This course starts and ends in Pottawatomie Park. It was measured along the shortest possible route except for the out and back spur on the path over Ferson Creek to the turn point and back.



Pottawatomie Park



740



HEART OF THE FOX - TUG EVENT



Red = BARRICADES
Yellow = TUG OF WAR ROPE

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.a

Title:

Recommendation to approve Memorandum of Understanding with the Red Cross

Presenter:

Fire Chief Joseph Schelstreet

Meeting: Government Services Committee Date: February 26, 2018

Proposed Cost: \$0

Budgeted Amount: \$N/A

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

In order to ensure that an adequate response can be made to natural and manmade disasters, the City of St. Charles maintains its own Emergency Management Agency as a division of the Fire Department. While we have taken a great many steps to prepare ourselves for the required response and recovery efforts, our Emergency Operation plans rely upon the assistance of outside agencies such as the Red Cross to effectively respond when needed.

The City of St. Charles and the Red Cross have enjoyed a long standing mutually beneficial relationship with the last MOU being signed in 2009. This renewal reaffirms the intent of both parties to continuing that relationship. There is no cost involved with the MOU and it has also been reviewed by legal counsel.

Attachments *(please list):*

* Memorandum of Understanding with the Red Cross

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve the Memorandum of Understanding with the Red Cross.

Memorandum of Understanding

Between

The American Red Cross

and

City of St. Charles

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and the City of St. Charles, its lead Emergency Management Agency (hereinafter "St. Charles"), and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and St. Charles in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the St. Charles to the community and other agencies.

II. Parties

A. City of St. Charles

The Illinois Emergency Management Act (20 ILCS 3302/11) states that the effect of the declaration of a local emergency or disaster is to activate the emergency operations plan of the political subdivision. As such, this plan is written to include activities that will occur within the City of St. Charles following the activation of the plan. Preparedness activities, taken prior to the onset of an emergency or disaster are not directly addressed in this document. In addition City of St. Charles Ordinance No. 2014-M-17 provides specific emergency actions available to the subdivision in response to a disaster.

B. American Red Cross

1. Services to help people prepare for, respond to, and recover from disasters

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

MOU Between the American Red Cross and the City of St. Charles

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- *Assessing community hazards, priority risks, needs and asset;*
- *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- *Enabling individuals and families and organizations to take preparedness actions;*
- *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*
- *Reunification*
- *Distribution of Relief Supplies*
- *Information & Referrals*

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- *Community Recovery Strategy Development*
- *Casework/Recovery Planning*
- *Direct Client Assistance*
- *Community Preparedness & Resiliency Building*

**For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.*

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

MOU Between the American Red Cross and the City of St. Charles

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

III. Cooperative Actions

The Red Cross recognizes the authority assigned to city mayors, parish presidents, borough presidents, county judges, and other local county officials of St. Charles and will share operating plans, priorities and objectives with the delegated emergency management staff of the local jurisdiction.

St. Charles recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

St. Charles recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and St. Charles will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of St. Charles.
2. Coordinate mutual activation of no-notice events through the established 24-hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.
3. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
4. During a disaster or emergency situation, the Red Cross will, at the request of St. Charles, provide liaison personnel to the St. Charles Emergency Operations Center. St. Charles will provide facility access and identification, work space, and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.
5. St. Charles will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting.
6. St. Charles will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a

MOU Between the American Red Cross and the City of St. Charles

separate agreement.

7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.
8. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
9. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
10. Both parties will ensure, to the fullest extent possible, that disaster operations within St. Charles will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
11. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and St. Charles and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within St. Charles.
12. St. Charles recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, St. Charles will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.
13. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the “owning party” for review in advance of dissemination or publication.
14. The Red Cross will support St. Charles in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster

response operations.

15. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.
16. Widely distribute this MOU within the Red Cross and St. Charles departments and administrative offices and urge full cooperation.
17. The Fire Department participates within the MABAS division 13 for additional assistance, as well as the Police Department in agreement with ILEAS, Public Works participates in the IPWMAN agreement, and the Emergency Management Agency has a signed mutual aid agreement with IESMA.

IV. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

V. Term and Termination.

This MOU is effective as of February 1st, 2018. It expires on February 1st, 2023. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

VI. Miscellaneous

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

MOU Between the American Red Cross and the City of St. Charles

Signature Page

City of St. Charles

The American Red Cross

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: Yvette Alexander-Maxie

Title: _____

Title: Regional Manager, External
Relations

Date _____

Date: _____

Contact information

Contact information

Telephone: _____

Telephone: 312-907-2008_____

E-mail: _____

E-mail: yvette.alexander@redcross.org



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.b

Title: Presentation of Proposed 2018 Roadway Projects
 Presenter: Karen Young

Meeting: Government Services Committee Date: February 26, 2018

Proposed Cost: n/a Budgeted Amount: \$2,886,550 Not Budgeted:

Executive Summary (if not budgeted please explain):

The following roadways are being recommended for construction in 2018 as part of the City's MFT Street Rehab Program and other independent Capital projects, pending approval in the FY 18/19 fiscal year budget. The locations are also shown on the attached location map.

MFT STREET PROGRAM

	Roadway	From	To	Improvements
1	Adams Avenue	S. 9 th Avenue	East End	Resurfacing
2	Adams Court	Adams Ave	End of cul-de-sac	Resurfacing
3	Doverhill Court	Doverhill Road	End of cul-de-sac	Resurfacing
4	Fox Chase Drive	Kirk Road	Foxfield Road	Resurfacing
5	Jackson Avenue	South Avenue	Washington Avenue	Resurfacing
6	Mildred Avenue	Ronzheimer Avenue	Rita Avenue	Resurfacing
7	N. 12 th Avenue	E. Main Street	Wing Avenue	Resurfacing
8	Persimmon Drive	Cul-de-sac Only	(1315-1345 Persimmon)	Resurfacing
9	Rita Avenue	Mildred Avenue	S. Tyler Road	Resurfacing
10	Ronzheimer Avenue	S. Tyler Road	Weber Road	Resurfacing
11	Ruth/Jewel Avenue	S. 7 th Ave	S. 7 th Ave	Resurfacing
12	Spring Avenue	S. 6 th Avenue	Monroe Avenue	Resurfacing

CAPITAL IMPROVEMENTS

	Roadway	From	To	Improvements
13	Ohio Avenue	Kirk Road	Kautz Road	Full Depth Reclamation
14	Campton Hills Road	Peck Road	West City Limit	Resurfacing

All improvement locations will include repairs to sidewalks and curbs, utilities, pavement marking and landscape restoration. Resurfacing improvements will include removal of the top layer of pavement surface and replacement with a new driving surface. The improvements to Ohio Avenue will receive full depth reclamation and new driving surface. A total of 3.68 miles of roadway are proposed to be improved. These projects will be funded through Motor Fuel Tax (MFT) funds, General fund and utility funds.

Attachments (please list):

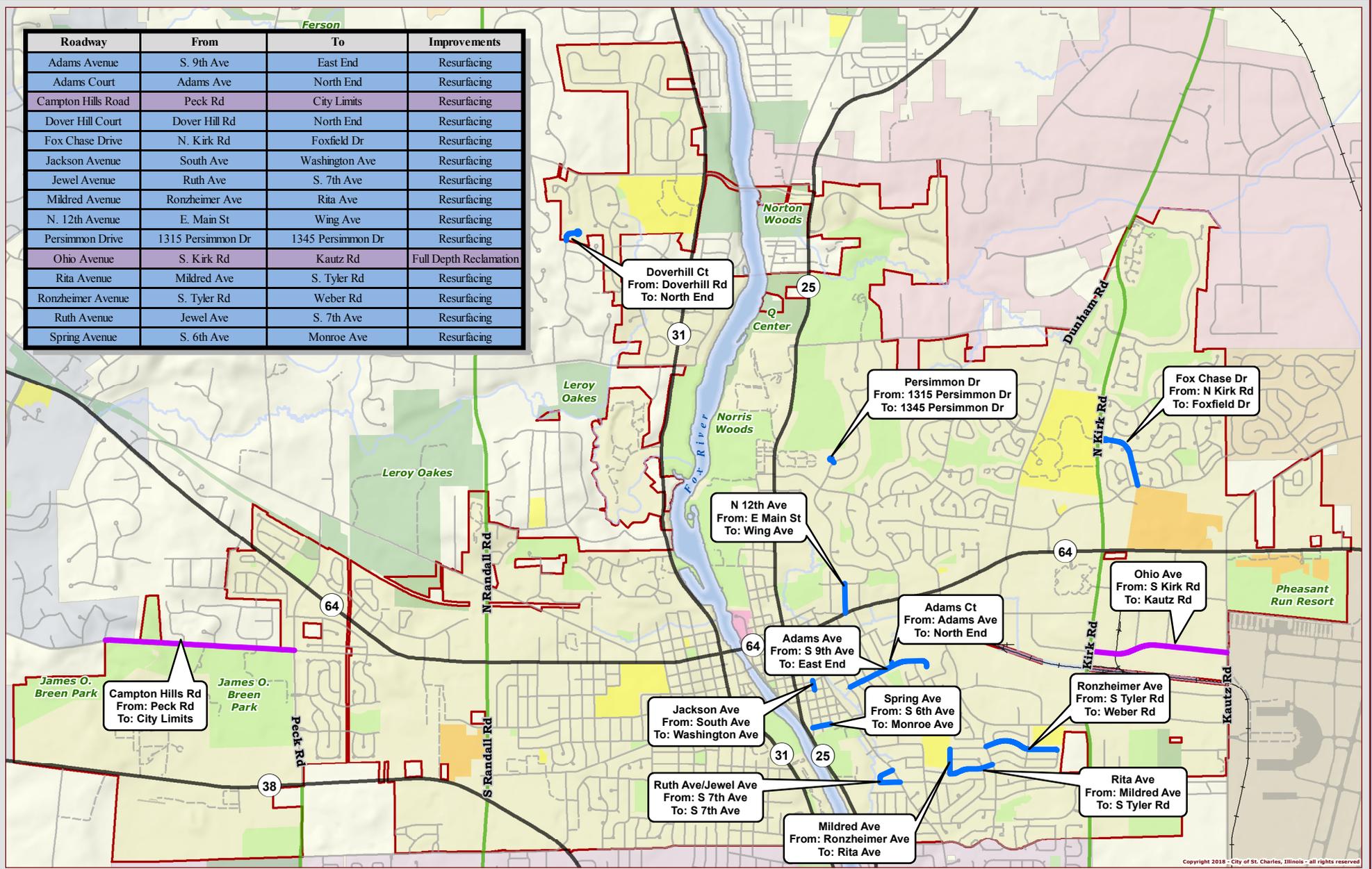
*Location Map

Recommendation/Suggested Action (briefly explain):

For information only



Roadway	From	To	Improvements
Adams Avenue	S. 9th Ave	East End	Resurfacing
Adams Court	Adams Ave	North End	Resurfacing
Campton Hills Road	Peck Rd	City Limits	Resurfacing
Dover Hill Court	Dover Hill Rd	North End	Resurfacing
Fox Chase Drive	N. Kirk Rd	Foxfield Dr	Resurfacing
Jackson Avenue	South Ave	Washington Ave	Resurfacing
Jewel Avenue	Ruth Ave	S. 7th Ave	Resurfacing
Mildred Avenue	Ronzheimer Ave	Rita Ave	Resurfacing
N. 12th Avenue	E. Main St	Wing Ave	Resurfacing
Persimmon Drive	1315 Persimmon Dr	1345 Persimmon Dr	Resurfacing
Ohio Avenue	S. Kirk Rd	Kautz Rd	Full Depth Reclamation
Rita Avenue	Mildred Ave	S. Tyler Rd	Resurfacing
Ronzheimer Avenue	S. Tyler Rd	Weber Rd	Resurfacing
Ruth Avenue	Jewel Ave	S. 7th Ave	Resurfacing
Spring Avenue	S. 6th Ave	Monroe Ave	Resurfacing



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Publication Date: February 15, 2018
 Data Source: City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Request #: 1804



— MFT — Capital Improvements

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**PROPOSED AMENDMENTS TO CODE
12.20 TREES AND SHRUBS
TREE COMMISSION TRANSITION TO
NATURAL RESOURCES COMMISSION**

12.20.010 – Definitions

As used within this Chapter, the following terms shall have the meanings set forth in this Section:

- A. “Parkway” – A portion of the right-of-way (“ROW”) between the edge of the pavement structure or curbing and the lot or parcel adjacent to the ROW. The parkway may include sidewalk, driveway, trees, shrubs, seeded and/or sodded lawn areas and utility services as defined in Chapter 12.04.005.
- B. “Arborist” – The City Arborist of St. Charles, Illinois, a position requiring expertise in the field of arboriculture.
- C. “Shrubbery” – A group of low, usually several stemmed woody plants.
- D. “Property Owner” – The record owner or contract purchaser of any parcel of land.
- E. “Tree” – A woody perennial plant having a main stem or trunk exceeding ten feet in height at maturity.
- F. “Root Flare” – The exposed roots that flare out from the base of the tree.
- G. “Volcano Mulching” – Mulch that has been piled up too high around the trunk of the tree similar to a volcano.
- H. “ISA” – International Society of Arboriculture.
- I. Right of Way or ROW – A strip of land occupied or intended to be occupied by a street, sidewalk and/or railroad, and by electrical transmission lines, oil or gas pipelines, water mains, sanitary or storm sewer mains, trees and/or for other special uses. The usage of the term “right-of-way” for land platting purposes shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Right-of-ways intended for streets, crosswalks, water mains, sanitary sewers, storm drains, trees or any other use involving maintenance by a public agency shall be dedicated to public use by the make of the plat on which such right-of-way is established as defined by Chapter 12.30.30.

(2012-M-47: § 5; 2007-M-56: § 1; 1998-M-28: § 1; Prior code: § 12.501)

12.20 – Natural Resources 12.20.020 – Purpose and Intent

A. Purpose – The purpose of this Chapter is to:

1. Protect the City’s natural resources, and promote environmental values and stewardship within the community.
2. Protect the public health, safety and general welfare of the community by providing for the regulation of planting, maintenance and removal of trees and shrubs within the City.
(Ord. 2012-M-47 § 5.)

B. Intent – It is the intent of the City Council of St. Charles that the terms of this Chapter shall be construed so as to promote:

1. Environmental programs and awareness, and natural resources conservation and education.
2. Planting, maintenance, restoration and survival of desirable trees and shrubs within the City.
3. The protection of residents from personal injury and property damage, and the protection of the City from property damage, caused or threatened by improper planting, maintenance, or removal of trees and shrubs located within or affecting City owned property or the City right-of-way.

(2012-M-47: § 5; 1998-M-28: § 1)

12.20.040 – Natural Resources Commission: establishment, composition, appointment of members

- A. Establishment – The St. Charles Natural Resources Commission (hereinafter “NRC” {formerly the St. Charles Tree Commission}) is hereby established and incorporates the functions and duties of the former Tree Commission. The NRC’s functions and duties are limited to those set forth in this chapter.
- B. Composition – The NRC shall be composed of eleven commissioners. All commissioners shall be appointed by the Mayor with the approval of the City Council. All commissioners shall serve without pay. Subject to the exceptions in paragraph “C” immediately below, each commissioner shall serve for a term of four years.
- C. Appointment of Members – Five (5) of the eleven (11) commissioners initially appointed to the NRC shall serve for a term of two (2) years; six (6) of the eleven (11) commissioners initially appointed shall serve for a term of four (4) years. Terms shall start on May 1. Determination of the initial term length (two or four year) shall be by lot. The Chairperson of the NRC shall be elected by majority vote of the NRC and shall be subject to re-election annually on May 1. The NRC may also include one (1) or more, not exceeding four (4), non-voting member(s) who shall be a high school student and/or college student resident having an interest in the duties and mission of the NRC. Student members shall be

appointed by the NRC and shall serve on the NRC for a minimum of one (1) school semester and a maximum term of two (2) years. Student members may be appointed to the NRC at the age of eighteen (18) if a vacancy exists on the NRC.

- D. Expiration or Vacation of Terms – Within thirty days following the expiration of the term of any appointed commissioner, a successor shall be appointed by the Mayor with the approval of the City Council, and the successor shall serve for a term of four (4) years. Should any commissioner resign or be removed from the NRC, a successor shall be appointed by the Mayor with the approval of the City Council and shall serve for the unexpired period of the vacated term. A member of the NRC may be removed by the Mayor with the approval of a majority of the City Council.

E. Official Meetings – The NRC shall meet twelve (12) times per year on the second Thursday of every calendar month.

(1998-M-32: § 1; 1998-M-28: § 1)

12.20.050 – Natural Resources Commission Duties

- A. Duties – The NRC shall perform the following duties:
1. Within a reasonable time after the appointment of the NRC, upon call of the Chairperson of the NRC, the NRC shall meet and adopt rules of procedure for regular and special meetings to fulfill the duties imposed upon it by this Chapter.
 2. Serve as a resource and advocate to City Government in developing policies and practices in an environmentally conscious manner.
 3. The NRC shall advise and consult the City's Government Services Committee on any matter pertaining to the topics covered in this Chapter and its enforcement. The topics under which this advice and consultation may be given may include, but are not limited to, any of the following:
 - a. Amendment to this Chapter and alteration or revisions of the Urban Forestry Management Plan;
 - b. Policy concerning matters of City business as outlined in this Chapter;
 - c. investigation into practices of green infrastructure, sustainable business practices and programs, native species and ecological restorations and other matters of importance that may influence the City's environmental footprint.
 - d. Establishment of educational and informational programs including, but not limited to, natural resources conservation, environmental awareness and behavior, public health, an annual Arbor Day celebration and the City's Tree City USA designation. (Ord. 2012-M-47 § 5.)
 - e. Investigate and recommend to the City's Public Works Department and the City Council as it may consider appropriate to support:

Preservation, conservation, education, enhancement and protection of the environment, natural resources and environmental values of the City, including the quality of land, air and water and the interrelationship that exists between them and all biotic systems.

All recommendations by the NRC and information resulting from the NRC's activities shall be forwarded to the designated representative of the City's Public Works Department and the City Council.

- f. Advise the City Council on such matters as may be requested.
4. The NRC, with the assistance of the City's Public Works Department and City Arborist, shall update the Urban Forestry Management Plan annually. The Urban Forestry Management Plan shall outline the City's urban forestry program activities for the next five (5) years. The Urban Forestry Management Plan shall describe the urban forestry activities to be undertaken by the City, the reasons for those activities, the possible funding source(s), the means of accomplishing the activities, the alternatives available to the City to fund or accomplish the activity, the projected date of completion and the consequences if the activity is not completed. Activities include, but are not limited to, street tree inventory, planting, pruning, tree removal, beautification projects and educational projects.
 5. The NRC, with the assistance of the Public Works Department and the City Arborist, shall develop and periodically review and revise, as necessary, the City's Trees and Shrubs ordinance. This ordinance shall contain regulations and standards for the planting, maintenance and removal of trees and shrubs upon City-owned property and the City right-of-way.
(Ord. 2012-M-47 § 5.)
 6. The NRC shall cause the Urban Forestry Management Plan and the Trees and Shrubs Ordinance, and all revisions and amendments to it, to be published and promulgated and shall cause copies of the ordinance and all revisions and amendments to it, to be available for public inspection at the office of the City Clerk. The Trees and Shrubs Ordinance and any revisions and additions thereto shall become effective upon the approval date of the ordinance or revision or amendment thereto.
 7. The NRC shall inform the public about the activities of the NRC.
 8. The City shall issue such permits as are required by this Chapter and shall obtain as a condition precedent to the issuance of such permits the written agreement of each person who applies for such permits that he or she will comply with the requirement of this Chapter, the Urban Forestry Management Plan and with the regulations and standards of the Trees

and Shrubs Ordinance. The City's Public Works Department shall have the right to inspect all work performed pursuant to such permits. If the City's Public Works Department finds that the work performed is not in compliance with the requirements of this Chapter, the Urban Forestry Management Plan or with the regulations or standards of the Trees and Shrubs Ordinance, the Public Works Department shall provide written notice of its findings to the permit applicant. The notice shall contain a copy of Section 12.20 of this Chapter, and the permit shall be nullified and voided. The City's Public Works Department may issue a written order that the permit applicant cease and desist all work for which the permit was required. The permit applicant shall be subject to penalty under the terms of the Ordinance. The City's Public Works Department may take steps to correct the results of the non-complying work and the reasonable costs of such steps shall be charged to the permit applicant.

Public Utility Companies

Nothing in this section shall be construed to exempt public utility companies or their agents from any of the requirements of this Ordinance

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6.d

Title:

Recommendation to Approve Phosphorus Removal and Digester Improvements Project Change Order No. 1 to IHC for Internal Digester Coating

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: \$28,308.41

Budgeted Amount: \$370,538.47
(Loan Contingency)Not Budgeted: **Executive Summary** (if not budgeted please explain):

In 2014, the north digester at the main waste water treatment plant was drained in preparation for emergency steel repairs. Because the digester needed to be drained to make the emergency repairs, staff took the opportunity to perform an ocular inspection of the internal coating of the digester in the lower portion of the digester where the liquids are normally present. The results of the inspection were favorable and identified that only the top ten percent of the coating, in an area where the gases are normally located was visually in need of recoating. Consequently when the design process started for the Phosphorus and Digester plan it was anticipated that it would only be necessary to recoat the upper 10% of the digester which typically contains the corrosive gases. Therefore approximately \$20,000 was included in the project budget to install internal coatings of the digesters.

In 2014 it cost the city \$119,000 to drain, clean, and dispose the solids to make the emergency repair and conduct the coating inspection for just for one digester. Therefore the decision was made to forego the process of draining each digester and inspecting the internal coating and steel before designing the current improvements and rely on the data gained from the 2014 inspection. This was done to save an estimated \$240,000 in costs associated with cleaning, dewatering, and sludge disposal.

As part of the construction contract the general contractor (IHC) has drained, cleaned and completed a structural review of the digester tank, its internal coating and other apparatus with a third party engineer. IHC began the project working in the south digester, that digester has never been drained and inspected. The steel in the south digester was found to be in good condition with no repairs needed. The internal coating of this tank, however, was found to be in very poor condition and in need of complete replacement. City staff, IHC and our consulting engineer reviewed the internal conditions as well as the information from the third party review and determined a complete internal coating replacement was warranted.

The City requested the contractor obtained three quotes for the work and they have provided the City with those estimates. City staff is making the recommendation to approve the change order for the internal painting of the digester.

Attachments (please list):

* Change Order #1 * Summary of Change Order #1 * Summary of Allowances * Summary of Loan Contingency Remaining

Recommendation/Suggested Action (briefly explain):

Recommendation to Award Change Order No. 1 to IHC in the amount of \$28,308.41.

CHANGE ORDER NO. 1

Date: February 20, 2018 Date of Agreement: September 25, 2017

Project: City of St. Charles
2017 Phosphorus Removal and Digester Improvements

Job Number: STC-100

Owner: City of St. Charles Contractor: IHC Construction Companies, LLC
2 East Main Street 1500 Executive Drive
St. Charles, Illinois 60174 Elgin, Illinois 60123

The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Requests (CMR's) #1 thru #7.

Justification: See attached CMR's.

Original Contract Price	\$13,294,896.00
Amount of Previous Change Order(s)	\$0.00
Current Contract Price adjusted by Previous Change Order(s)	\$13,294,896.00
Change in Contract Price Due to this Change Order	\$28,308.41
Contract Price Including this Change Order	\$13,323,204.41

Original Contract Time	530	Calendar Days
Previous Changes to Contract Time	0	Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	530	Calendar Days
Change to Contract Time Due to this Change Order	0	Calendar Days
Contract Time Including this Change Order	530	Calendar Days

Approvals:

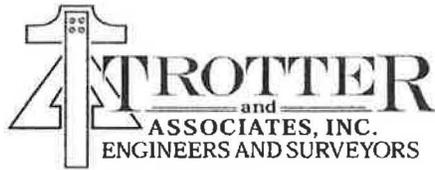
Requested by: _____ Recommended by: _____
Jerry Ruth, P.E. Tim Wilson
Project Engineer Environmental Services
Trotter and Associates, Inc. Manager
City of St. Charles

Ordered by: _____ Accepted by: _____
Hon. Raymond Rogina Brian Rausch
Mayor Project Manager
City of St. Charles IHC Construction Companies,
LLC

2/20/2018

Change Order No. 1

Trotter and Associates, Inc.
STC-100



**City of St. Charles - 2017 Phosphorus Removal and Digester Improvements
Summary of Change Order #1**

CMR No.	Description	Amount	Days
1	Remove the supply of the Engineer's Trailer, furniture, power/comm., etc.	\$ (9,693.00)	0
2	Furnish an enclosure for the FeCl3 feed system with more work space	\$ 3,075.45	0
3	Fermenter relocation (\$1,959.69 from Conflicts Allowance)	\$ -	0
4	Add control contacts and wiring between SS tank mixer CP and PLC	\$ 996.19	0
5	Add emergency stops for the boilers (\$4,618.69 from Conflicts Allowance)	\$ -	0
6	Additional Coating within S. ESAD (\$75,000.00 from ESAD Repair Allowance)	\$ 38,840.50	0
7	Adjust base elevation for process control building	\$ (4,910.73)	0
TOTAL FOR CHANGE ORDER #1		\$ 28,308.41	0

Original Contract Price	\$ 13,294,896.00
Previous Change Orders	\$0.00
Current Contract Price adjust by Previous Change Orders	\$ 13,294,896.00
Contract Price due to this Change Order will be adjusted by	\$ 28,308.41
Contract Price including this Change Order	\$ 13,323,204.41

	Substantial Completion	Final Completion
Original Completion Dates	February 6, 2019	March 8, 2019
Previous Contract Time Adjustment	0	0
Current Completion Dates adjusted by Previous Change Orders	February 6, 2019	March 8, 2019
Contract Time due to this Change Order to be Adjusted by	0	0
Completion Dates including this Change Order	February 6, 2019	March 8, 2019

**City of St. Charles - 2017 Phosphorus Removal and Digester Improvements
Summary of Allowances**

CMR No.	Description	Conflict Allowance	ESAD Repair Allowance
1	Remove the supply of the Engineer's Trailer, furniture, power/comm., etc.		
2	Furnish an enclosure for the FeCl3 feed system with more work space		
3	Fermenter relocation (\$1,959.69 from Conflicts Allowance)	\$ 1,959.69	
4	Add control contacts and wiring between SS tank mixer CP and PLC		
5	Add emergency stops for the boilers (\$4,618.69 from Conflicts Allowance)	\$ 4,618.69	
6	Additional Coating within the ESAD		\$ 75,000.00
7	Adjust base elevation for process control building		
	TOTAL ALLOWANCE AMOUNT UTILIZED	\$ 6,578.38	\$ 75,000.00

	Conflict Allowance	ESAD Repair Allowance	Total
Original Allowance Value	\$ 40,000.00	\$ 150,000.00	\$ 190,000.00
Allowance Utilized by Change Orders	\$ 6,578.38	\$ 75,000.00	\$ 81,578.38
Allowance Amount Remaining	\$ 33,421.62	\$ 75,000.00	\$ 108,421.62



**City of St. Charles - 2017 Phosphorus Removal and Digester Improvements
Summary of Loan Contingency Remaining**

Description	Total	Loan Eligible
Design Engineering	\$ 921,500.00	\$ 921,500.00
Construction Engineering	\$ 816,000.00	\$ 816,000.00
Construction - IHC Construction Company, L.L.C	\$ 13,294,896.00	\$ 13,294,896.00
Contingency	\$ 398,846.88	\$ 398,846.88
GRAND TOTAL	\$ 15,431,242.88	\$ 15,431,242.88

Original Contract Price	\$ 13,294,896.00
Executed Change Orders	\$ -
Current Contract Price adjust by Previous Change Orders	\$ 13,294,896.00
Contract Price due to this Change Order will be adjusted by	\$ 28,308.41
Contingency Remaining under Loan Limit	\$ 370,538.47
Will we exceed the contingency with the next change order?	NO
Percentage of contingency used up by current change orders	7%

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6.e

Title:

Recommendation to Approve Advanced Disposal Proposal for 2018 Spring Clean Up and Proposed Dates

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: \$93,000

Budgeted Amount: \$128,000

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

The proposed FY 2018/2019 budget includes \$128,000 for a Spring Clean Up event this May. Attached is a proposal from Advanced Disposal for this service. The proposed amount is \$93,000 for up to 300 tons of material and \$55.00 per ton for every ton over the initial 300. The last official Spring Clean Up was in 2016. That year there was approximately 200 tons of debris collected. A clean up was also conducted in April 2014.

As part of the general refuse contract the City is required to use the contractor for these types of services. Pricing since 2014 has only increased by \$1,000 on the lump sum amount and \$2.00 per ton for the per tonnage rate; therefore, Public Works staff is requesting acceptance of the proposal due to refuse contract language.

The proposed dates are for East side pickup on Saturday, April 28 and West side pickup on Saturday, May 5. Notice to residents will go out in a press release and placed on the City's website.

Attachments *(please list):*

* Advance Disposal Proposal * Advance Disposal Acceptable Material List

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Advance Disposal Proposal for 2018 Spring Clean Up at a flat fee of \$93,000 up to 300 tons and \$55.00 per ton for every ton over 300 tons.



February 5, 2018

Mr. Tim Wilson
Department of Public Works
City of St. Charles

Re: Spring Clean Up

Dear Tim,

Advanced Disposal Services is pleased to present you with pricing for a Spring Clean Up for the City of St. Charles residential homes.

The clean up would be conducted over two Saturdays. We would complete the East side operation on April 28, 2018, and the West side operation on May 5, 2018.

We are able to offer the clean up at a rate of \$93,000 for up to 300 tons of material. If we collect more than 300 tons during the event, we will bill the additional tonnage at a rate of \$55.00 per ton.

Thank you for the opportunity to serve the City of St. Charles. We appreciate the business and our long standing relationship. Should you have any questions, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'CR', is written over the word 'Sincerely,'.

Chris Rooney
General Manager

Agreed to and Accepted:

Signature

Name

Title

Date



February 15, 2018

Tim Wilson, Environmental Services Manager
City of St. Charles
Department of Public Works
200 Devereaux Way
St. Charles, IL 60174

Re: 2018 Spring Clean Up Guidelines

Dear Tim:

The following guidelines will be in place for the City of St. Charles 2018 Spring Clean-Up on Saturday, April 28th (East Side) and Saturday, May 5th (West Side):

General Guidelines

- Materials must be placed out on the treebank by 7:00 a.m. the day of your scheduled collection
- Loose materials should be containerized as much as possible (i.e., placed in plastic garbage bags, garbage cans or garbage carts)
- Please do not place trash in recycling carts!
- Rugs and carpet should be rolled, taped/tied and cut into segments no larger than 5 feet in length and weighing no more than 50 lbs.
- Items should weigh 50 lbs. or less

Unacceptable Items

- Refrigerant-bearing household appliances
- Household hazardous waste such as gasoline, solvents, pesticides, motor oil, pool chemicals, paint thinner, paint, etc...)
- Mercury containing devices (i.e., thermostats, thermometers, etc...)
- Electronics
- Yard Waste
- Batteries
- Fluorescent bulbs

- Tires
- Liquids & Gases (no propane tanks, fire extinguishers, etc...)
- Contractor construction debris (doors, windows, large amounts of lumber, masonry products, drywall, siding, roofing)

Residents are encouraged to visit the Kane County Recycles website at www.countyofkane.org/Recycling for more information on how to properly dispose of unacceptable items.

Thank you for the opportunity to service the City of St. Charles. We appreciate your business and value our long-standing partnership. Should you have any further questions, please feel free to contact me or Chris Rooney directly.

Sincerely,



Tish Powell
Municipal Marketing Manager
Advanced Disposal – Midwest

E-Mail: Tish.Powell@advanceddisposal.com

Phone: 630-762-7595

C: Christopher Rooney, General Manager - Advanced Disposal – Batavia



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.f

Title:

Recommendation to Award the Proposal for Design Engineering for 7th Avenue Lift Station Replacement

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: \$30,300

Budgeted Amount: \$36,700

Not Budgeted:

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

The Lift Station located at 7th and Division Avenues was originally constructed in 1974 with a wet well/dry well configuration. Since its construction, the dry well has been converted to a second wet well with submersible pumps. The design life for this type of lift station is 25 years. This station has now reached the end of its life and is in need of replacement.

The lift station serves approximately 250 services. The service area is generally bound by Moore Avenue on the north, Division Street on the south, 7th Avenue on the west and Kirk Road on the east. A project location map is attached.

Funding for the lift station replacement was approved with the Phosphorus and Digester construction EPA low-interest loan. As part of the loan application process, the EPA has pre-approved the funding for this project.

In January the City conducted an RFQ/P for the engineering design phase of this project. The City received four responses for the project. The proposals submitted were equal in scope of work and met all the criteria of the project timeline. The proposals received were as follows:

Trotter & Associates:	\$30,600
EEI:	\$51,327
Ruekert – Mielke:	No proposal due to change in staff
CMT:	No Proposal due to their workload

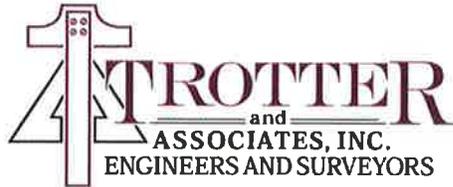
Upon review, Trotter and Associates submitted the lowest proposal for the design project. In addition, they have completed similar projects in comparable communities making them qualified for the project.

Attachments *(please list):*

* Trotter and Associates Proposal * Project Location Map

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Award the Proposal for Design Engineering 7th Avenue Lift Station Replacement to Trotter and Associates for the not to exceed amount of \$30,300.



February 1, 2018

Honorable Raymond Rogina
Mayor of St. Charles
City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174

Re: 7th & Division Lift Station Replacement Project
Professional Services Agreement

Dear Mayor Rogina:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.



Jerry Ruth, P.E.
Project Engineer

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December 11, 2017

Honorable Raymond Rogina
Mayor of St. Charles
City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174

Re: 7th & Division Lift Station Replacement Project
Professional Services Letter Agreement and Exhibits

Dear Mayor Rogina,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the City of St. Charles, IL (CLIENT) for the 7th & Division Lift Station Replacement Project (hereinafter referred to as the "PROJECT").

Project Background

In 2015, Trotter and Associates, Inc. completed a Facility Plan which included a summary of the City's wastewater infrastructure, including the sixteen lift stations. The 2015 Facility Plan Update identified four of the City's lift stations for rehabilitation or replacement due to condition and age. The City has chosen to address two of the four over the next five fiscal years (FY): 7th & Division Lift Station and Country Club Lift Station.

The 7th & Division Lift Station was originally constructed in 1974 with a wet well/dry well configuration. Since its construction, the dry well has been converted to a second wet well with submersible pumps. 7th & Division Lift Station has the ability to bypass flow.

The lift station serves approximately 500 PE. The service area is generally bound by Moore Avenue on the north, Division Street on the south, 7th Avenue on the west and Kirk Road on the east. A project location map is included as Appendix A. The force main discharges at the intersection of 7th Avenue and Moore Avenue and is tributary to Riverside Lift Station.

The design life for lift stations of this type is twenty-five years. The lift station was rehabilitated in 2007 and included the installation a new pre-cast concrete lids, pumps, flow meter, controls, generator, and transfer switch. The pumps have been replaced twice, in 2009 and 2014. In addition to unusually short service life of the pumps, ragging and grease are a problem at this station. The control panel is in poor condition, as it is old and deteriorating.

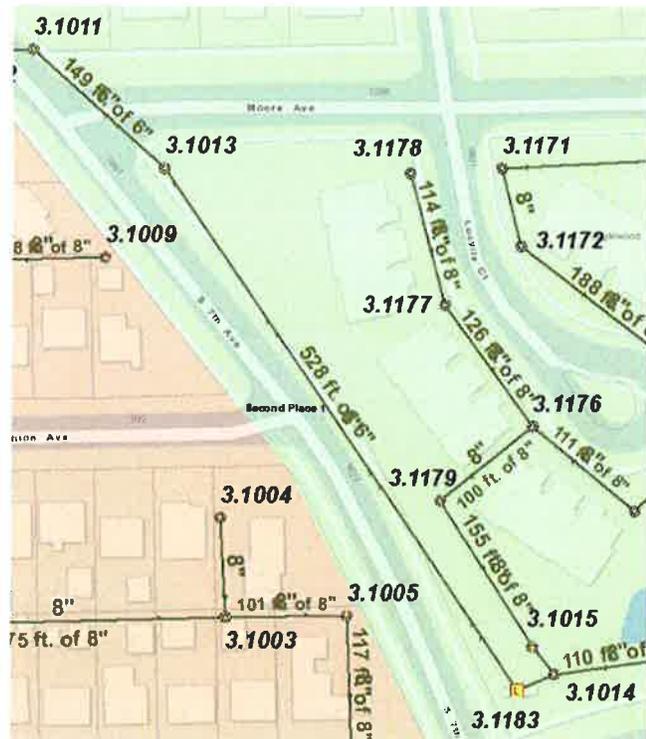


Table 1: 7th & Division Lift Station – Pump and Force Main Data

Number of Pumps	Pump Manuf. & Type	Pump Motor (HP)	Pump Rated Capacity (GPM)	Force Main Dia. (inch)	Rated TDH (feet)	Installation Date
2	Gorman-Rupp Submersible	4	220	6	35	2014

Project Understanding

The proposed improvements include replacement of the lift station with a single wet well with a valve vault configuration. Vehicle access to the station will be improved and the control systems will be upgraded. The lift station will be integrated into the City’s SCADA system.

Project Schedule

The design will adhere to the following implementation schedule based on an effective date of February 1st, 2018:

TASK	DATE
Notice to Proceed	March 5, 2018
Complete Topographic Survey	March 20, 2018
Complete 50% Plans and EOPC	April 20, 2018
Receive City Comments on 50% Plans and EOPC	April 27, 2018
Complete 90% PS&E and Submit to IEPA	May 20, 2018
Complete 100% PS&E	June 6, 2018

The City and TAI will work closely to make sure that the permitting of this project will be in to the IEPA with ample time for review prior to entering the bidding phase in June/July of 2018.

Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

1. Preliminary Engineering Report – Completed
2. Preparation of IEPA Low Interest Loan Application - 4 hours
 - a. Prepare and Submit Low Interest Loan Pre-Application - Completed.
 - b. Develop and submit planning documents as required by the IEPA - Completed.
 - c. Complete necessary documents for the IEPA for City’s approval and signatures.

- d. Act as liaison between the IEPA Project Manager and the City to address the IEPA Low Interest Loan package review comments and correspondence.
 - e. Work with the City to develop the required ordinances/resolutions required for the Low Interest Loan.
 - f. Incorporate IEPA required contract documents into the project specifications.
3. Preliminary Design Phase - 140 hours
- a. Meet with City Staff on a bi-weekly basis to determine design layout details for the project.
 - b. Topographic survey and base sheet development.
 - i. Make necessary field surveys and topographic for design purposes.
 - ii. Make measured drawings of and investigate existing conditions or facilities, or to verify the accuracy of as-built drawings or other information furnished by the City.
 - iii. Advise City if additional reports, data, information, or testing services are necessary and assist City in obtaining such reports, data, information, or services. Specifically assist the City with requirements for soil borings at the wet well location and coordinate this work.
 - iv. Prepare Preliminary Engineering Plans to show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed force main. Include the following but is not limited to these drawings:
 1. Cover Sheet
 2. General Construction Details and Notes
 3. 50% Site Civil Drawings showing existing conditions, process piping plan and profiles, site grading and landscaping, erosion control plan, and traffic control details, if applicable.
 4. 50% Demolition drawings showing existing structures and utilities to be removed or abandoned in place.
 5. 50% Process drawings including bypass pumping plan and details if applicable.
 - c. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer
 - d. Meet with City Staff to discuss preliminary design and opinion of probable cost.

**PRELIMINARY DESIGN
 MANPOWER ESTIMATE AND FEE SUMMARY**

TASK	QC	PM	PE	EIT	CAD	PLS	SC	TOTAL MANHOURS
Kick-Off meeting with City staff		2	3					5
Topographic survey and base sheet development	2	39	12	11	37	11	18	130
Opinion of probable construction cost	1	2						3
Meet with City staff to review and discuss the preliminary design		1	1					2
TOTAL - PRELIMINARY DESIGN	3	44	16	11	37	11	18	140

*QC = Scott Trotter; PM = Jerry Ruth; PE = Jillian Kiss; EIT = Ben Steele; CAD = Gary Cooper or Mike Davison; PLS = James McKenzie, SC = John Pfortmiller

-
4. Final Design Phase - 111 hours
- a. Permit design documents. Prepare Engineering Plans to show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed force main. Include the following but is not limited to these drawings:
 - i. Cover Sheet
 - ii. General Construction Details and Notes
 - iii. 90% Site Civil Drawings showing existing conditions, process piping plan and profiles, site grading and landscaping, erosion control plan, and traffic control details, if applicable.
 - iv. 90% Demolition drawings showing existing structures and utilities to be removed or abandoned in place.
 - v. 90% Process drawings including bypass pumping plan and details if applicable.
 - vi. 90% Project specifications with all process equipment selected in accordance with the 32 / 64 Division CSI Format.
 - vii. Submit engineering plans and specifications to Illinois EPA for construct and operate permit.
 - viii. Submit Kane County Stormwater Permit if applicable.
 - ix. Obtain Right of Way Easement for improvements if necessary.
 - b. Prepare an updated opinion of probable cost, based on the Final Engineering Plans.
 - c. Meet with City Staff to discuss 90% design and opinion of probable cost.
 - d. Final design documents. Prepare Engineering Plans for bidding that show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed force main.

**FINAL DESIGN
 MANPOWER ESTIMATE AND FEE SUMMARY**

TASK	QC	PM	PE	EIT	CAD	PLS	SC	TOTAL MANHOURS
Permit design documents	2	35		10	22	4		73
Opinion of probable construction cost	1	2		2				5
Meet with City staff to review and discuss OPCC	2	3		6				11
Final design documents	1	5			16			22
TOTAL - PRELIMINARY DESIGN	6	45	0	18	38	4	0	111

*QC = Scott Trotter; PM = Jerry Ruth; PE = Jillian Kiss; EIT = Ben Steele; CAD = Gary Cooper or Mike Davison; PLS = James McKenzie, SC = John Pfortmiller

- 5. Bidding and Negotiating Phase – Not Included
- 6. Construction Phase – Not Included
- 7. Contractor’s Completion Documents – Not Included

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. The total compensation for services is estimated to be \$36,600.00 based on the following assumed distribution of compensation:

IEPA Loan Application	\$600
Preliminary Design Phase	\$20,100
<u>Final Design Phase</u>	<u>\$15,900</u>
Not to Exceed: \$36,600	

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges.

The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Soils Analysis for CCDD Forms. OWNER will contract directly with a geotechnical engineering company to obtain the appropriate CCDD form. ENGINEER will coordinate with the geotechnical engineering company as necessary to obtain this form.

Soils Borings. OWNER will contract directly with a geotechnical engineering company to obtain soil borings. ENGINEER will coordinate with the geotechnical engineering company as necessary to facilitate the borings.

Reimbursable Expenses. OWNER should budget \$200 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated for based on actual cost as a pass-through without mark-up.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

By: _____

By: _____

Title: _____

Title: _____

Effective Date: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:
40W201 Wasco Road, Suite D
St. Charles, IL 60175

Designated Representative

Designated Representative

Jerry Ruth

Title:

Title: Project Engineer

Phone Number:

Phone Number: (630) 587-0470

Facsimile Number:

Facsimile Number: (630) 587-0475

E-Mail Address:

E-Mail Address: j.ruth@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

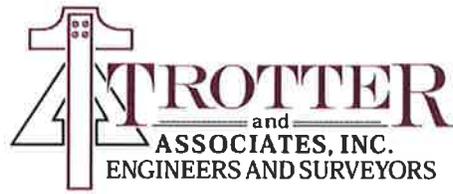
EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

CLIENT Initial _____

TAI Initial _____



CLIENT Initial _____

TAI Initial _____

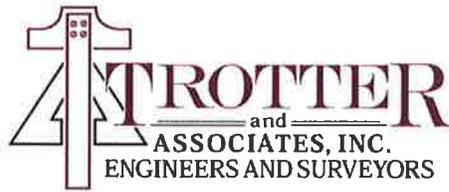


EXHIBIT A - STANDARD TERMS AND CONDITIONS

Table of Contents

ARTICLE 1 - SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 - CLIENT'S RESPONSIBILITIES	1
2.01 General	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	2
3.01 General	2
3.02 Suspension	2
ARTICLE 4 - PAYMENTS TO ENGINEER	3
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER	3
4.02 Other Provisions Concerning Payments	3
ARTICLE 5 - OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	3
6.02 Authorized Project Representatives	4
6.03 Design without Construction Phase Services	4
6.04 Use of Documents	4
6.05 Insurance	5
6.06 Termination	6
6.07 Controlling Law	6
6.08 Successors, Assigns, and Beneficiaries	6
6.09 Dispute Resolution	6
6.10 Hazardous Environmental Condition	6
6.11 Allocation of Risks	7
6.12 Notices	7
6.13 Survival	7
6.14 Severability	7
6.15 Waiver	7
6.16 Headings	7
6.16 Definitions	7

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services.

ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating

systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of

such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.
- F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT’s officers, directors, partners, employees, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’s officers, directors, partners, employees, and CLIENT’s consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER’s total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER’s negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity

from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, “Supplemental Conditions,” if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

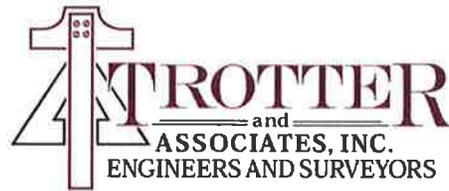
6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2018 Schedule of Hourly Rates		2018 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Principal	\$224.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Senior Project Manager	\$219.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Project Manager	\$193.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Professional Land Surveyor	\$183.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Project Coordinator	\$183.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Senior Project Engineer	\$183.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level IV	\$169.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineer Level III	\$153.00	Comb Binding < 120 Sheets	Each	\$3.50
Engineer Level II	\$133.00	Binding Strips (Engineering Plans)	Each	\$1.00
Engineer Level I	\$112.00	5 Mil Laminating	Each	\$1.25
Engineering Intern	\$52.00	Copy 11" x 17" - Color	Each	\$0.50
Senior Technician	\$155.00	Copy 11" x 17" - Black and White	Each	\$0.25
Technician Level IV	\$138.00	Copy 8.5" x 11" - Color	Each	\$0.25
Technician Level III	\$125.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Technician Level II	\$109.00	Recorded Documents	Each	\$25.00
Technician Level I	\$98.00	Plat Research	Time and Material	
Clerical Level II	\$76.00	Per Diem	Each Day	\$30.00
Clerical Level I	\$64.00	Field / Survey Truck	Each Day	\$45.00
Survey Crew Chief	\$155.00	Postage and Freight		Cost
Survey Technician Level II	\$79.00	Mileage	Per Mile	Federal Rate
Survey Technician Level I	\$66.00			
Prevailing Wage Survey Foreman**	\$185.00			
Prevailing Wage Survey Worker**	\$181.00			
Sub Consultants	Cost Plus 5%			

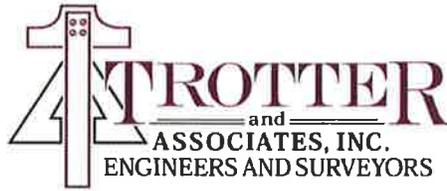
***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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CLIENT Initial _____

TAI Initial _____



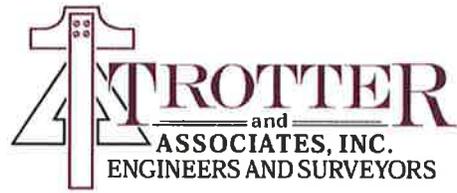
**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

Engineer hereby agrees to incorporate and accept the following provisions to be included in the aforementioned Agreement at no additional compensation:

- A. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- B. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- C. Audit and access to records clause:
1. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 2. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
 3. All information and reports resulting from access to records pursuant to the above section C.1 shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, or the audited parties.
 4. Records under the above section C.1 shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Illinois Administrative Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
- D. Covenant Against Contingent Fees:
- The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

CLIENT Initial _____

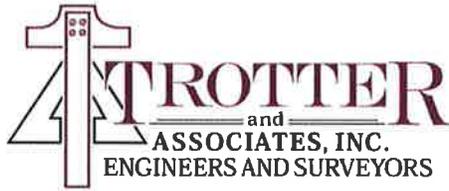
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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: 7th & Division Lift Station Replacement

Project No. STC-xxx

Addendum No. _____

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

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount	\$ _____
Changes Prior to This Change	\$ _____
Amount of This Change	\$ _____
Revised Contract Amount:	\$ _____

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

CLIENT:

ENGINEER:

CITY OF ST. CHARLES

TROTTER AND ASSOCIATES, INC.

SIGNED:

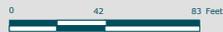
TITLE

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Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Coordinate System: Illinois State Plane East
 Projection: Transverse Mercator
 North American Datum 1983
 Printed on: January 16, 2018 08:25 AM



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AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.g

Title:

Recommendation to Approve the Award of a 2019 Peterbilt 567 Tractor and Mac Aluminum 32' Trailer to JX Peterbilt and to Sell two replacement vehicles, a 2005 International 7400 6 wheeler dump truck, vehicle #1881 and a 2011 International 7400 4x2 dump truck, Vehicle #1765 via an online auction to the highest bidder.

Presenter:

Michael Shortall

Meeting: Government Services Committee

Date: February 26, 2018

Proposed Cost: \$ 182,000

Budgeted Amount: \$ 182,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

Tonight staff is seeking approval to purchase a new 2019 Peterbilt Model 567 Tractor & Mac Aluminum Trailer for use by the Environmental Services Division through the National Joint Purchasing Alliance (NJPA). The NJPA is a national cooperative purchasing program based out of Minnesota and the NJPA contract for Peterbilt was awarded to JX Peterbilt of Bolingbrook, IL for this year.

The Environmental Services Division has been making an analysis of its bio solids hauling program for the last year to determine the most optimized vehicle to utilize taking into account several important factors. These factors include the new bio solids building's loading facility, hauling capacity of the vehicles that currently owned by the division, trips made to dump sites and staff time required to complete the hauling work. After compiling all the information it was determined that a tractor/trailer setup would provide the greatest economy of scale and allow the work to be completed most efficiently, while taking advantage of the bio solids buildings loading facility to its greatest extent.

By utilizing the vehicles currently owned by the City in a different organizational manner and by purchasing a tractor/trailer to haul bio solids, the Public Works department has determined that the fleet in the Environmental Services Division can be reduced by one large six-wheel truck and ultimately save the City's vehicle replacement fund more than \$50,000. The tractor/trailer option was presented to the City's Fleet Committee and approved through the FY17/18 budget.

Staff is also seeking approval to sell the replaced 2005 International 7400 6 wheeler dump truck, vehicle #1881 and 2011 International 7400 4x2 dump truck, vehicle #1765 via an online auction to the highest bidder.

Attachments (please list):

*Detailed list of bid obtained from NJPA vendor

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve the Award of a 2019 Peterbilt 567 Tractor and Mac Aluminum 32' Trailer to JX Peterbilt and to Sell two replacement vehicles, a 2005 International 7400 6 wheeler dump truck, vehicle #1881 and a 2011 International 7400 4x2 dump truck, Vehicle #1765 via an online auction to the highest bidder.

x GOOD



January 31, 2018

Tim Wilson
City of St. Charles
200 Devereaux Way
St. Charles, IL. 60174

Dear Tim,

JX Peterbilt - Bolingbrook is pleased to present a price quotation for (1) New 2019 Peterbilt Model 567 tractor with enclosed specifications.

(1) 567 tractor as per attached specifications-----	\$121,700.00
Municipal Tractor plates included	
2 Line Wet Kit-----	\$6,400.00
Mac Aluminum Frameless 32'/44 yd trailer	
Supers single tires	
Front to rear electric tarp-----	\$53,014.00
No trailer plate included	
Admin and documentation fee -----	\$172.00
Total-----	\$181,286.00

****Does not include any other applicable fees. F.O.B. Bolingbrook, IL. Pricing valid for 15 days. Full payment will be due upon delivery to the customer.**

Sincerely,

Tor MW Larkin | Sales Executive
JX Peterbilt - Bolingbrook
Cell 224-200-2483
tlarkin@jxe.com

* 6000

ILOCA Services, Inc.

Rentals • Sales • Service • Parts • Leasing

Your Full Service SemiTrailer Dealership ®

Your Partner For The Long Haul ®

www.semitrailers.net 1-888-736-4826

Frameless MVP SS		Quote ID # 26373		Rev 5	
Customer JX Peterbilt			Balance Due 53,014.00		
Dealer Name ILOCA SERVICES INC.			Cubic Yards 44		
Quote Date 1/29/18	Quote Expires 2/9/18	Qty 1	Weight 10579 lbs. ***		

Cust P.O. #

Cust Unit #

BODY

LOAD PROFILE	MATERIAL, 60K GVWR
LENGTH	32
WIDTH	96
FLOOR	1/4 in. FULL
CROSSMEMBER SPACING	12 IN.
FLOOR LINER	AMERICAN MADE UHMW 3/8 in. X 10 REPRO
RUBBER SEAL	YES
SIDE PLACEMENT	INSET SMOOTHSIDE PANEL
WALL HEIGHT	58
WALL THICKNESS	(67%) - STD. 15-1/2in (33%) - HVY. 15-1/2in
TOP RAIL OPTION	ANGLE RADIUS TOP, EVEN WITH TOP (ADD 2-1/2 in. TO WALL HEIGHT)
ANGLE RADIUS TOP, EVEN WITH TOP (ADD 2-1/2 in. TO WALL HEIGHT)	
REAR POCKET SLOPE	2.75
HOIST	8-5-220 (32-34), CUSTOM
BULKHEAD	3/16 IN.
BULKHEAD TYPE	RADIUS CORNERS
LOWER BULKHEAD WRAP	NO
BULKHEAD STEPS	BULKHEAD STEPS OUT (D.S.)
Sides Steps D.S.	LAST OUTSIDE ONLY
SHOVEL HANGER	YES, CURB SIDE
FRONT FENDERS WITH FLAPS	CORNER W/FLAPS

LIGHTS

LIGHT TYPE	GROTE L.E.D. W/ GROMMET
LIGHT PANEL	3 LARGE-3 SMALL-3 LARGE (FULL LIGHT PANEL) OOO ooo OOO
APRON	3/8 in. X 1-1/2 in. FULL LIGHT SHIELD
STD. MARKER LIGHTS	3 EACH SIDE
MID-TURNS	1 PAIR L.E.D. (COMBO)
REAR POCKET LIGHTS	1 PAIR

GATE

GATE SHEET THICKNESS	VERTICAL PANELS
GATE OPERATION	AIR CAB CONTROL AND BALL VALVE

Sign : _____ Date: _____

HINGE TYPE	OVERSLUNG ONLY
GATE BRACING	NO BRACING (SMOOTH SIDE PANELS)
WINDERS / SAFETY LATCH	WINDERS (1) EACH SIDE

PRIMARY AXLES

MODEL	TANDEM
NO. OF PRIMARY AXLES	2
SUSPENSION	HEND. INTRAAX AA-250 TP W/HXL-5
AXLE SPACING	52
SUB-FRAME	WIDE I-BEAM (17 IN.)
AXLES	AXLE FOR INTRAAX ONLY.
BRAKES	7 IN. XL, W/30-30 CHAMBERS
HUB AND DRUM	CENT W/DURA L HUB.(23K) HP OB 10 STUD TP, LS, 7 IN.
TIRES	MICHELIN X-ONE MULTI ENERGY T 445/50R 22.5 20 PLY S.S.
WHEELS	ALCOA 22.5X14.0 SUPER SINGLE POL (FOR XTE)

LIFT AXLES

NO. OF LIFT AXLES	0
-------------------	---

STEERABLE LIFT AXLES

NO. OF STEERABLE AXLES	0
------------------------	---

CHASSIS

5th WHEEL PLATE	BREAK-AWAY PIN
5TH WHEEL PLATE HEIGHT	49 IN. HIGH
PIN SETTING	16
TRACTOR DRIVE MODEL	TANDEM DRIVE
GALVANIZED SUSPENSION HANGERS	YES
DRAFT ARM	3/8 ALUM
SUSPENSION CONTROL	AIR IN CAB & BALL VALVE
ABS	(1) 2S1M MERITOR / WABCO
SLACKS	AUTOMATIC
AXLE LUBRICATION	HXL, SYNTHETIC SEMI-FLUID GREASE
DOLLIES - LANDING GEAR - LANDING LEGS	JOST A450 - (62,500 lb.) - 10 YEAR NO LUBE - STEEL - D.S.
REGISTRATION HOLDER	TUBE TYPE HOLDER
AIR TANKS	ALUMINUM TANK
HYD. HOSE FITTING	1in. X 108 in. HOSE W/WING FITTING
FLAPS REAR OF TIRES	FULL RUBBER ACROSS REAR OF TRAILER

TARP

TARP MANUFACTURER	AERO EASY COVER MESH
TARP COLOR	BLACK
TARP CONTROL	AERO EASY COVER ELECTRIC

PAINT

HANGERS	GALVANIZED
SUSPENSION COLOR	BLACK SOFT COAT
DOLLIES	BLACK
HOIST COLOR	BLACK
5TH WHEEL PLATE COLOR	BLACK
PIN STRIPING	BLACK
MAC MACHINE FINISH LOGOS	MAC BLACK

ACCESSORIES

Sign : _____ Date: _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.h

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

Presenter: Michael Shortall

Meeting: Government Operations Committee

Date: February 12, 2018

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

We are seeking approval to sell 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 the Sale of Items of Personal Property owned by the City of St. Charles via an online auction to the highest bidder.

Auction Items

Goulds Pumps Booster Pumps
Shindawa HT-20 gas Hedge trimmer
Hydraulic Cut Saw
Fisher Research Depth Reading Line Tracer
Misc. Pumps and Motors
Honda Lawnmower model HRR2168VYA
Craftsmen 28" 5HP Rototiller
#2179 2000 Pace Trailer
#2005 2006 Halmark Trailer
#2009 1999 Belsh Trailer
1999 Honda Accord (Police)
2001 Dodge Ram (Police)
Skid of auto parts
Skids of tires
Power washer
Van Cabinets
Skid of Cones
2 Skids of Fire Hose
Gas Transfer Pump
ADA Stamps
Drill Press
Table Saw
Used Fire Equipment
2 Generators
Presonis Equalizer
Gold Necklace
Garmin Watch