

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

**MONDAY, OCTOBER 22, 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. Natural Resources Commission Minutes – Information only.
- d. Phosphorus Removal and Digester Improvements Project Update – Information only.

**4. OMNIBUS VOTE**

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

**5. FINANCE DEPARTMENT**

- a. Recommendation to accept the auditors reports for the fiscal year ending April 30, 2018, including the Comprehensive Annual Financial Report, Independent Auditor's Report Pursuant To Uniform Guidance, Management Letter, Pension Fund Reports, TIF Compliance Reports, and Sales Tax Revenue Bond Compliance Report.

**6. POLICE DEPARTMENT**

- a.** Recommendation to Authorize City Staff to execute an Agreement with IT-Stability Systems for Dacra Software Upgrade and Hosting Services.

**7. PUBLIC WORKS DEPARTMENT**

- a.** Recommendation to award the Bids for Bid Package #3B and Interior Design Presentation for the Police Station Project.
- b.** Recommendation to approve Agreement for Exterior Renovations to City Owned Building at 107-109 East Main Street (Former George's Sports) to Schramm Construction.
- c.** Presentation of Water Supply Component of Water Utility Master Plan.
- d.** Recommendation to approve Agreement Authorizing Grant Acceptance – IEPA Section 319 Grant for the 7<sup>th</sup> Avenue Creek Project.
- \*e.** Recommendation to approve an Intergovernmental Agreement with St. Charles Township Regarding Snow/Ice Control.
- \*f.** Recommendation to approve an Intergovernmental Agreement with School District 303 Regarding Snow/Ice Control Materials.
- \*g.** Recommendation to approve Illinois Department of Transportation Resolution Regarding Non-Routine Maintenance Work Within the State Right-of-Way for 2019 and 2020.

**8. 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)

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

**10. ADJOURNMENT**

*ADA Compliance*

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



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: October 22, 2018

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

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

\* September 2018 Outage Report

\* September 2018 Streetlight Repair Report

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

For information only.

**City of St. Charles  
September 2018 Outages**

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	9/3/2018	3:12 PM	63	Large sections of SE quadrant, plus some areas on 1st St.	311/312	<b>LABOR DAY.</b> Major lightning hit during storm. Crew responded to substation, inspected for damage, and restored power.	1447	91,161	Weather	Lightning
1	9/3/2018	3:12 PM	70	E. Main corridor, Persimmon Dr., Cedar St. area.	315/316	<b>LABOR DAY.</b> Major lightning hit during storm. Crew responded to substation, inspected for damage, and restored power.	730	51,100	Weather	Lightning
1	9/3/2018	3:12 PM	0	State St. area, N. 5th Ave. corridor, half of Q Center.	313/314	<b>LABOR DAY.</b> Major lightning hit during storm caused L13150 to operate at ComEd station. Lighting strike occurred on Riverside just north of PW driveway.	450	0	ComEd	L13150
1	9/3/2018	3:12 PM	0	Large areas of SW quadrant.	611/614/ 615/616	<b>LABOR DAY.</b> Major lightning hit during storm caused L13150 to operate at ComEd station. Lighting strike occurred on Riverside just north of PW driveway.	407	0	ComEd	L13150
2	9/3/2018	3:15 PM	0	First St. and areas south on Route 31, Walnut Ave. corridor.	331/332	<b>LABOR DAY.</b> Major lightning hit during storm. Automatic reclose.	1367	0	ComEd	L13150
2	9/3/2018	3:15 PM	0	Large area of SW quadrant, Prairie St. corridor.	624	<b>LABOR DAY.</b> Major lightning hit during storm. Automatic reclose.	783	0	Weather	Lightning
3	9/10/2018	7:30 AM	45	500 block of S. 11th St.	214	Contractor working for AT&T dug into primary cable, causing it to pop off bushing. Switched out loop to change the feed to the transformer.	8	360	Others	Dig-In
4	9/17/2018	1:00 PM	45	3014 Glen Eagles Ct. & 1209 Fox Glen Dr.	314	Replace secondary blocks for bad connector.	2	90	Equipment	Connector
5	9/22/2018	6:30 AM	22	1652 E. Main St.	514	Scheduled outage. Replaced transformer and restored power.	6	132	Equipment	Transformer Failure
6	9/22/2018	7:40 AM	22	1100 W. Main St.	214	Scheduled outage. Replaced transformer and restored power.	6	132	Equipment	Transformer Failure
<b>Total of Interrupted Minutes</b>								<b>142,975</b>		
<b>Total SAIDI*</b>									<b>9.121</b>	
Total of ComEd Interrupted Minutes								<b>0</b>		
Total SAIDI without ComEd									<b>9.121</b>	
*System Average Interruption Duration Index (SAIDI)										

## Streetlight Repair Report

Expectation: Streetlights will be repaired within 10 days of notification

### Streetlight Repair Statistics

Fiscal Year	Number of Lights Repaired	Average Days to Repair
2018	801	5.3
<b>2019</b>		
Month Light Was Repaired	Number of Lights Repaired	Average Days to Repair
May	66	4.4
June	27	3.0
July	38	3.3
August	47	6.2
September	46	3.0
October		
November		
December		
January		
February		
March		
April		

**September Notes:**

No remarks.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3.b

Title: Active River Project Update – Information Only

Presenter: Chris Adesso

Meeting: Government Services Committee

Date: October 22, 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):*

\* August, 2018 – Task Force Meeting Minutes

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

None – For information only.

**MINUTES  
ACTIVE RIVER TASK FORCE MEETING  
ST. CHARLES  
JOHN RABCHUK, CHAIRMAN  
AUGUST 6, 2018**

**Members Present:** Chair John Rabchuk, Chris Adesso, Trish Beckjord, Rick Brems, Jim Enck, Tony Zehnder

**Members Absent:** Holly Cabel, Monica Meyers, John Wessel

**Others Present:** Jon Hull, Natalie Nelson

**1. Call Meeting to Order**

The meeting was convened by John Rabchuk at 8:07 a.m.

**2. Minutes Review and Approval**

A motion was made by Trish Beckjord and seconded by Chris Adesso to accept and place on file the minutes of the June 4, 2018 Active River Task Force meeting.

A voice vote was taken. Ayes – unanimous; Nays – none; Absent— H. Cabel, M. Meyers, J. Wessel

The motion carried at 8:09 a.m.

**3. ARP Funding Issues & Discussions**

a) 2018 City of St. Charles Budget

Chris Adesso reported the City of St. Charles received pricing for a portion of Phase I Engineering work, but the City is waiting to move forward with this work until the completion of an Economic Impact Analysis of the Fox River Corridor Master Plan, for which the City recently released an RFQ. He stated he was not privy to the status of the consultant selection, as that is being executed in the Economic Development Department. The RFQ documents are posted on the City's website.

Discussion occurred regarding the City of St. Charles' 2018-2019 fiscal budget. The City has budgeted \$400,000 for ARP expenses, conditional upon participation from other agencies, for the purpose of professional services. Mr. Rabchuk stated that the City hopes to make up its budget shortfall of \$500,000 with a new gasoline tax, which has not yet been approved, and they are exploring other revenue sources.

Mr. Adesso recommended reviewing City Council materials online from March and April to learn more about the City's financials and budget.

Further discussion focused on ensuring river improvements are part of the City's downtown redevelopment initiatives. Mr. Rabchuk reported the City intends to use the Economic Impact Analysis to attract developers to downtown. Engineering will occur after the economic study is complete.

Mr. Rabchuk stated the City's budget for funding river projects is conservative because there is no guarantee tax revenue will be sufficient or that issuing bonds will be profitable to bondholders. Ms. Beckjord said that raising some funds requires the completion of a watershed plan. She also recommended setting up a reserve fund for river improvement maintenance.

- Borings in river for potential dam-like structures, etc. will not occur until the City's economic study is completed.
  - Ms. Beckjord asked that the minutes reflect that the City's economic study will not include demographic studies.
  - The role of the ARP taskforce was discussed. Now that the City and Park District have adopted Active River Project Master Plan, the group's role is primarily advisory. Mr. Rabchuk stated that the City receives and files the group's meeting minutes, but acting upon the group's recommendations has been slow. Mr. Enck suggested writing a letter from the ARP to the City, requesting to be included in meetings with consultants on projects pertaining to riverfront development. Mr. Rabchuk will write the letter to Mark Koenen.
- b) Strategies for attracting private developers to downtown near the river were discussed. Mr. Rabchuk reported upon a conversation he had with Jerry Ferstman, who recommended following Greenville's model for downtown redevelopment. In this scenario, municipalities attract private developers by promoting multiple downtown parcels and potential riverfront projects as a package together. This is different from the traditional approach to attracting developers, referred to as "if you build it, they will come." He said developers are most focused upon securing City financial support and future profitability, rather than finding communities with fully established riverfronts.
- c) Update on constructing IGA between City and Park District was not discussed.

#### **4. Marketing, Publicity and Community Outreach**

- a) River Corridor and Active River websites were not discussed.
- b) Ms. Beckjord announced two upcoming events:
- The City of Carpentersville is leading a tour to view recent improvements at four locations on the Fox River on Wednesday, August 8, from noon to 1:30. Meet at the Public Works Training Room at 1075 Tamarack Drive in Carpentersville.

- The Fox River Study Group is hosting a presentation on Fox River water quality on Wednesday, September 12 at 2200 Harnish Drive in Algonquin. This presentation will discuss data collected by the State of Illinois' water testing of the Fox River since 2002.

## 5. Member organization updates

### a) Park District

- Shoreline restoration and stabilization efforts along east bank of river – north of Pottawatomie Park were discussed. The project will include installation of retaining walls with timber and native rocks. Work will begin in the fall and is likely to continue for 2-3 years. These efforts will help prevent the continued loss of Golf Course land to the Fox River. Mr. Rabchuk stated that recent trimming appears to have exposed the shoreline and attracted nuisance geese.
- The potential purchase of UP RR right of way from Randall Road to the river was discussed. The purchase price is \$1.6 million, with \$800,000 in matching funds from the Park District. The question of ownership and maintenance of the RR trestle bridge has yet to be addressed but will probably become part of final negotiations if the Park District is successfully awarded this grant.

### b) City of St. Charles

Replacement of the Piano Factory pedestrian bridge was discussed. Mr. Adesso reported the City did not receive the ITEP grant funds for replacing or repairing the bridge. The bridge remains open unless and until the City's consulting engineer's annual inspection report suggests otherwise.

### c) River Corridor Foundation

A list will be developed to identify and evaluate new riverfront enhancement projects with smaller scopes and quicker results that the public can see. Among the list are the following improvements in and around Prairie Street, which may be paid for with grant funds or other fundraising monies collected:

- Connecting Bob Leonard Walkway and the north side of Prairie Street at the wastewater discharge, which would serve as an alternative route when the Prairie Street underpass is flooded.
- Planning potential native plantings, benches and bioswales along Rt. 25 south of Prairie on east and west sides of roadway was not discussed.
- Establishing a fishing pier off the east side by Langum Park was suggested, which would serve to attract anglers away from bicycle path traffic.

**6. New business**

Upcoming meeting dates were discussed. The September meeting falls on Labor Day, and the group decided to cancel that meeting and reconvene on October 1, 2018, at 8:00 a.m. at the Baker Community Center. The group agreed that meetings should continue on a monthly basis until after the City's economic study is complete.

**7. Adjournment**

A motion to adjourn was made by Ms. Beckjord and seconded by Tony Zehnder.

A voice vote was taken. Ayes – unanimous; Nays – none; Absent— H. Cabel, M. Meyers, J. Wessel

The motion carried and the meeting adjourned at 9:06 a.m.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3.c

Title: Natural Resources Commission Minutes – Information only

Presenter: AJ Reineking

Meeting: Government Services Committee

Date: October 22, 2018

Proposed Cost: \$ N/A

Budgeted Amount: \$ N/A

Not Budgeted:

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

A duty of the Natural Resources Commission is to advise and consult with the Government Services Committee. The September 13, 2018 Natural Resources Commission meeting minutes are attached.

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

\* Natural Resources Commission Minutes – September 2018 meeting minutes.

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

For information only.

**MINUTES  
CITY OF ST. CHARLES  
NATURAL RESOURCES COMMISSION MEETING  
RALPH GRATHOFF, CHAIRMAN  
SEPTEMBER 13, 2018**

**Members Present:** Chairman Ralph Grathoff, Valerie Blaine, Kathy Brens, Jon Duerr, Heather Goudreau, Lee Haggas, Ray Hauser, Suzi Myers, Loren Nagy, Pam Otto, Caroline Wilfong

**Members Absent:** None

**Others Present:** Jeremy Craft, AJ Reineking

**Visitors Present:** None

**1. Call to Order & Pledge of Allegiance**

The meeting was convened by Chair. Grathoff at 7:02 p.m.

**2. Minutes Review and Approval**

Motion to approve and place into the public record the minutes of the August 9, 2018 Natural Resources Commission [NRC] meeting. Motion by Comm. Duerr, second by Comm. Brens to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:03 p.m.

**3. Old Business**

**A. Pumpkin Composting Event**

Comm. Goudreau confirmed the NRC's pumpkin composting event will be held on Saturday, November 3rd from 8:00 a.m. to 12:00 p.m. in the City's Public Works parking lot. Lakeshore Recycling Systems will drop off a container on Friday, November 2nd. The event will be publicized via flyers and on social media; the City's Communications Division will assist with publicity. Chair. Grathoff thanked Comm. Goudreau for coordinating this event.

**B. Storm Drain Stenciling/Medallions**

Comm. Goudreau provided a sample of one of the storm drain medallions obtained by SCARCE [School and Community Assistance for Recycling and Composting] via grant funding. The medallions are placed on top of storm drains or on the curb next to the storm drain with adhesive supplied with the medallions. Comm. Otto noted some of the storm drains in the City have the wording "No Dumping Drains to River" cast into the metal drains. The subject of storm drain stenciling was brought up by America in Bloom (AIB) judges during their visit to the City in July. Comm. Otto explained the medallions are generally made from plastic, aluminum or brass at a cost of \$4 - \$7 each. Comm. Blaine added that educating the public on where storm drain water drains would be an important part of this initiative. Mr. Reineking suggested the NRC may consider posting a short article on the City's website and/or blog with a link to additional information about the storm drain placards. Comm. Myers suggested using a diagram of the storm sewer system so residents can see where the water actually goes. Chair. Grathoff summarized by requesting the City obtain cost information including installation for 50 – 100 storm drain placards to determine if this would be budgetable or if a grant should be pursued. In the meantime, the NRC can utilize its social media presence for storm drain education.

**C. Social Media Presence Memorandum of Understanding**

Mr. Reineking explained the content of NRC's Facebook page is required to adhere to certain standards based on the "*Memorandum of Understanding, The City of St. Charles and St. Charles Boards and Commissions, Maintaining a Board or Commission Social Media*

*Presence.*” The NRC is the first City Commission to utilize social media. The City’s Communications Division Manager is the administrator of the NRC’s Facebook page, but any member of the NRC may have editing rights within the parameters of the above-referenced memo. Several Commissioners have photos to post. Chair. Grathoff requested a link to the NRC’s Facebook page from the City’s website; Mr. Reineking will find out how this is handled. A copy of the memo of understanding is attached to and made a part of these minutes.

#### **4. New Business**

##### **A. Urban Forestry Management Plan Review**

The following amendments will be made:

- Wording with the [former] Tree Commission will be amended to reflect the Natural Resources Commission.
- Reference and links to the Morton Arboretum website with regard to recommended trees species for planting by residents will be included in the Plan and on the NRC’s Facebook page.

Comm. Nagy requested clarification and provided suggestions regarding:

- Mulching – timing, completion City-wide, ongoing mulching.
- Preservation of private trees in construction zones – Mr. Reineking confirmed this is accurate and set forth in City Code.
- Invasive trees versus recommended tree species and the number of these types of trees to be planted in the City – specifically Callery Pear trees, Amur Cork trees, Mountain Ash trees and Fringe trees.
- Amend to include revised OSHA standards that require electric line clearing and arboriculture certifications for work done by arborists and contractors.

Chair Grathoff requested the inclusion of photos taken by Graf Tree Care into the Plan.

Chair. Grathoff noted none of the amendments to the UFMP are substantive as to require review or approval by City Council and/or Government Services Committee.

##### **B. Retention Pond Clean-Up**

Comm. Otto explained this topic is also related to AIB’s visit to the City. The site at the southwest corner of Route 38 and Randall Road is the location of a future Wahlburgers restaurant. There is a retention pond at this location that needs clean-up as there are overgrown reeds, the seeds of which are a concern as they may be drawn into the adjacent storm drains; stigmite plants and buckthorn are also overgrown.

Comm. Duerr expressed concern regarding adherence to City Code with regard to storm water retention. Mr. Reineking noted the development plans were approved by City Council; the restaurant building will be on the west side of the pond facing east toward Randall Road. Comm. Duerr stated the owner of the land should be responsible for pond clean-up. Comm. Brens suggested the NRC’s role could be advisory to the property owners with regard to pond clean-up. Comm. Otto asked if the City has any jurisdiction in terms of requiring clean-up of the retention pond. Mr. Reineking explained the City’s Community Development was involved in the project. Chair. Grathoff and Comm. Duerr noted the City’s construction permitting process will include stormwater management, etc., and the City’s Building and Code Enforcement Division will ensure the project adheres to City Code standards.

Comm. Otto restated there appears to be an opportunity for the NRC to ensure the retention pond area is cleaned-up and the right mix of plants are included in the plantings around the pond. Mr. Reineking will contact the City's Community Development Department to obtain additional information on the formal plans for the retention pond in connection with the restaurant project. This topic will be further discussed at the October NRC meeting.

## **5. Committee Reports**

### **A. Education Committee**

Comm. Myers reported she and Comm. Haggas attended a presentation regarding bioreactors; a copy of informational materials was distributed to all present. The Kane County Farm Bureau is interested in nutrient loss reduction, specifically nitrate loss. A bioreactor was installed on Silver Glen Road, and processes water through wood chips to retain nutrients. The bioreactor requires gravity, not electricity, and is buried underground so no crop acreage is lost. A copy of the informational materials are attached to and made a part of these minutes.

In connection with the City's solar plant, Comm. Myers provided information on a type of no-maintenance landscape grass specifically for solar plants called "solar farm mix." Perhaps these grasses can be included with the City's landscaping around the solar plant. The Kane County chapter of Pheasants Forever may be willing to partner with the NRC on a possible initiative for solar landscaping.

### **B. Langum Woods Clean-Up Committee**

Comm. Otto – no information reported.

## **6. Public Services Division Tree Activity Reports July 2018**

Motion by Comm. Nagy to approve the Public Services Division Tree Activity Reports and place into the public record, second by Comm. Brens. Voice vote: unanimous; nays – none. Motion carried at 8:06 p.m.

## **7. Additional Items**

### **A. Commissioners**

Comm. Hauser commented on the importance of milkweed in relation to the monarch butterfly. Comm. Blaine noted there will be a monarchs and milkweed event held by the Forest Preserve District of Kane County on June 2, 2019.

Comm. Goudreau informed the NRC there will be a green fair at the DuPage County fairgrounds this weekend, which will include monarch information, an enviroscape watershed model and a recycling event.

Comm. Blaine shared information and recommended a book entitled *The American Canopy – Trees, Forests and the Making of a Nation*. Comm. Blaine will give a talk on this book in November at the Batavia Public Library.

Comm. Nagy shared information on the second annual Impact Conference on Building Sustainable Landscapes. The event will be held October 16, 2018, at the Chicago Botanic Garden.

Comm. Brens shared information on an upcoming St. Charles History Museum event, Grave Reminders, which will be held October 6, 2018.

The NRC thanked Mr. Craft for the removal work and tree trimming recently completed.

**B. City Staff**  
None.

**8. Adjournment**

Motion by Comm. Brens to adjourn the meeting, second by Comm. Myers. Voice vote: unanimous; nays – none. Motion carried at 8:12 p.m.



RAYMOND P. ROGINA *Mayor*

MARK KOENEN, P.E. *City Administrator*

## Memorandum of Understanding

### The City of St. Charles & St. Charles Boards and Commissions Maintaining a Board or Commission Social Media Presence

#### Purpose

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This Memorandum outlines the expectations and responsibilities for developing and hosting a social media account(s) representing a City of St. Charles Board or Commission.

#### Objective of a Board or Commission on Social Media

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Members of City of St. Charles Boards or Commissions are appointed to advance the purpose of the Board or Commission as outlined in the City of St. Charles Municipal Code. Content on a Board or Commission social media account(s) shall support this purpose only.

#### Social Media Roles

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##### *Board or Commission Member*

Member(s) of the Board or Commission shall serve as editors/contributors, with authority to post comments, photos, graphics, video, audio and links on the social media account(s) that advance the purpose of the Board or Commission as outlined in the City of St. Charles Municipal Code.

##### *City of St. Charles*

The City of St. Charles Staff Liaison to the Board or Commission and/or the Communications Division Manager shall be the primary administrators of the Board or Commission social media account(s). As administrators, these City representatives have final oversight over the account(s) and may remove any posts, comments, photos, graphics, video, audio or links that do not meet City of St. Charles standards of professionalism. Administrators also have the authority to revoke the role of an editor/contributor or delete the account(s).

*Heritage. Community. Service. Opportunity.*

## Term

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The agreement outlined in this memorandum shall remain in place for the duration of the social media account(s).

## Signatures

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Name of Board or Commission

Board or Commission Representative

Date

City of St. Charles Department Director

Date

*Heritage. Community. Service. Opportunity.*

# Woodchip Bioreactors

## A science-based option to reduce nitrate loss

This fact sheet answers some of the most common questions about woodchip bioreactors using a recent survey of all published bioreactor research.

Woodchip bioreactors remove nitrate from subsurface (“tile”) drainage water without significantly impacting production ground or crop yield. At the edge of a field or between adjacent fields, tile drainage water is routed to a carbon-filled excavated hole or trench—the bioreactor. The carbon media, typically woodchips, provides fuel for natural bacteria to convert nitrate in the water to harmless nitrogen gas. This conversion is a natural part of the nitrogen cycle called the process of *denitrification*. Water control structures, typically located at the inlet and outlet of the bioreactor, manage the water flow. These structures help to provide the anoxic (low-oxygen) conditions required to enhance the conversion of nitrate to nitrogen gas. Understanding and acceptance of woodchip bioreactors has grown rapidly in the past five years due to work by and interest from researchers, state and federal agencies, and private agricultural and environmental groups.

The woodchips provide the water-cleaning bacteria carbon to fuel the process. Because it's the bacteria that clean the nitrate from the water, it's called a *bioreactor*.

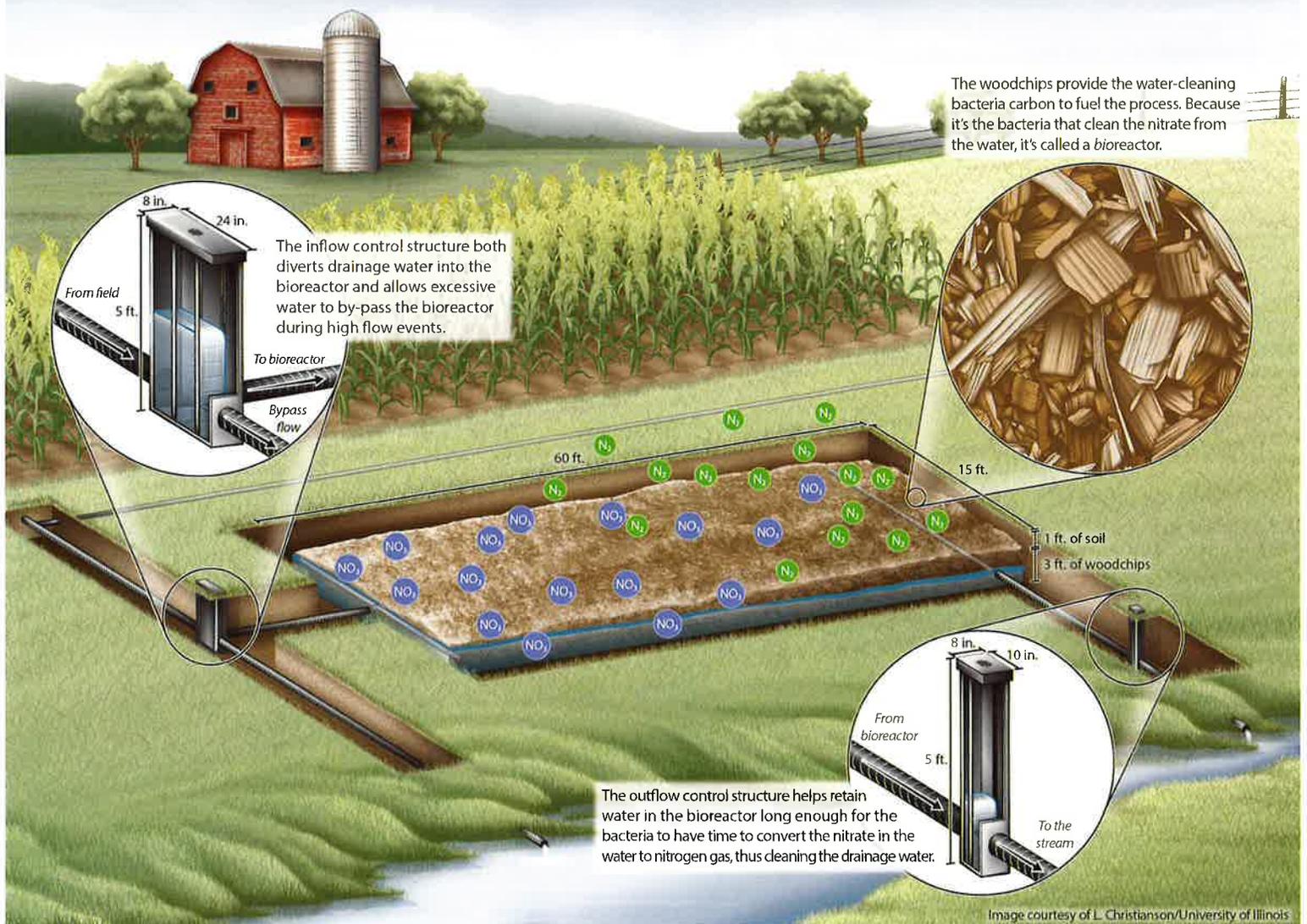


Image courtesy of L. Christianson/University of Illinois

## What impacts how much nitrate a bioreactor can remove?

The amount of nitrate removed from the water entering a bioreactor often depends on the retention time—how long the water stays inside. Because denitrification is a biological process, the bacteria need enough time to do their job well. For instance, water that stays in a bioreactor less than 6 hours has less nitrate removed from it compared with longer time periods (see graph). Retention time depends on both how fast the water is flowing and the size of the bioreactor.

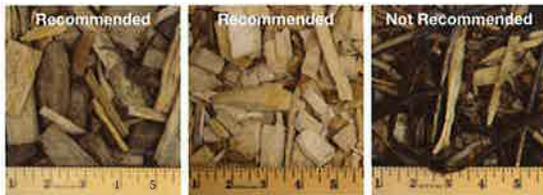
Water temperature also plays a major role in how quickly bacteria can remove nitrate. Cooler temperatures, like during springtime drainage, slow denitrification.

## What kind of woodchips are best in a bioreactor?

Softwood and hardwood chips have similar potentials to remove substantial nitrate in bioreactors. There is no significant difference between the two types (see graph). However, some kinds of wood, such as faster-growing species including willow, might leach more organics (that is, create more undesirable tea-colored outflow water) when a bioreactor is new. And some kinds of wood, such as cedar, may have antimicrobial or antifungal properties that have not fully been tested in a woodchip bioreactor.

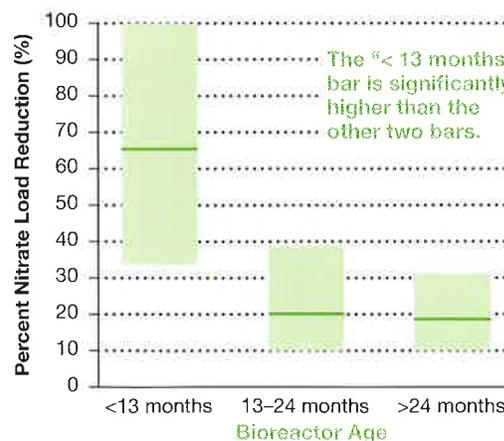
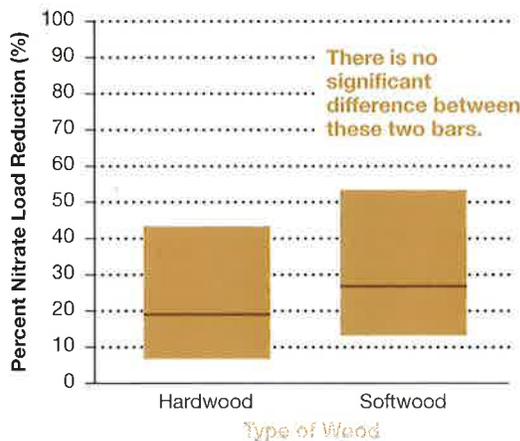
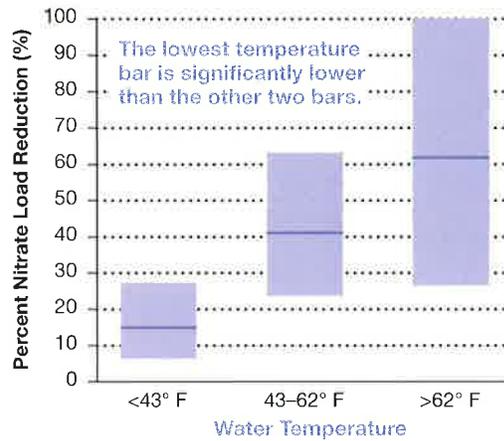
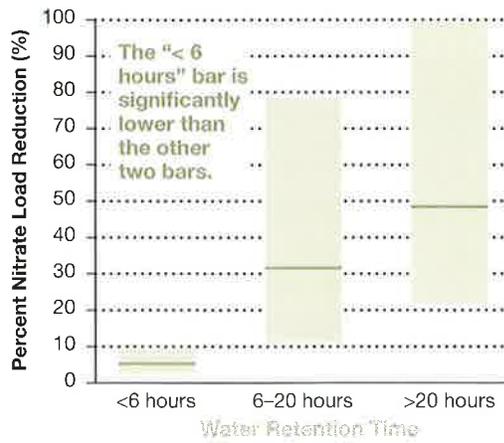
The size and shape of the woodchips used in a bioreactor are typically more important than the kind of wood. The best woodchips have these characteristics:

- Relatively free of fines and debris
- About 0.5–2 inches in size
- Square in shape



## Does the age of a bioreactor matter?

Bioreactors within about one year of construction remove more nitrate than older bioreactors (see graph). When the woodchips are new, they initially contribute more carbon to fuel nitrate removal. First-year performance can be misleading, so bioreactors are designed with longer-term performance in mind.



## Methods for Developing Scenarios

We assumed an average bioreactor size of 150 cubic yards, average bioreactor drainage treatment area of 50 acres, and average nitrate loss of 21 pounds of nitrogen per acre. Tile drainage was assumed to flow ten months of the year. We applied these assumptions to a wide inspection of the scientific literature that reported bioreactor nitrate removal in terms of the amount of nitrate removed from the water per the volume of the bioreactor per day (that is, pounds of nitrate-nitrogen removed per cubic yard of woodchips per day). This metric is useful to scientifically compare the performance of different bioreactors. We converted the scientific values using these assumptions to report values in terms of percent nitrate load reduction, a figure more useful for land owners, watershed planning, and creating policy. On the graphs, the line within the bars represents the average nitrate load reduction percent; the edges of the bars represent the 5th and 95th percentiles.

For more information on the original analysis, see this publication: Addy, K., A.J. Gold, L.E. Christianson, M.B. David, L.A. Schipper, and N.A. Ratigan. 2016. Denitrifying bioreactors for nitrate removal: A meta-analysis. *J. Environ. Qual.* 45(3): 873-881.

For more information, contact Dr. Laura Christianson, University of Illinois (LEChris@illinois.edu)

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 Issued in furtherance of Cooperative Extension Work Acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture. George F. Czapar, Director, University of Illinois Extension, University of Illinois at Urbana-Champaign. University of Illinois Extension provides equal opportunities in programs and employment.

Funding for this fact sheet was provided by The Illinois Nutrient Research and Education Council.



**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: October 22, 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

October 2018

Construction Update Report

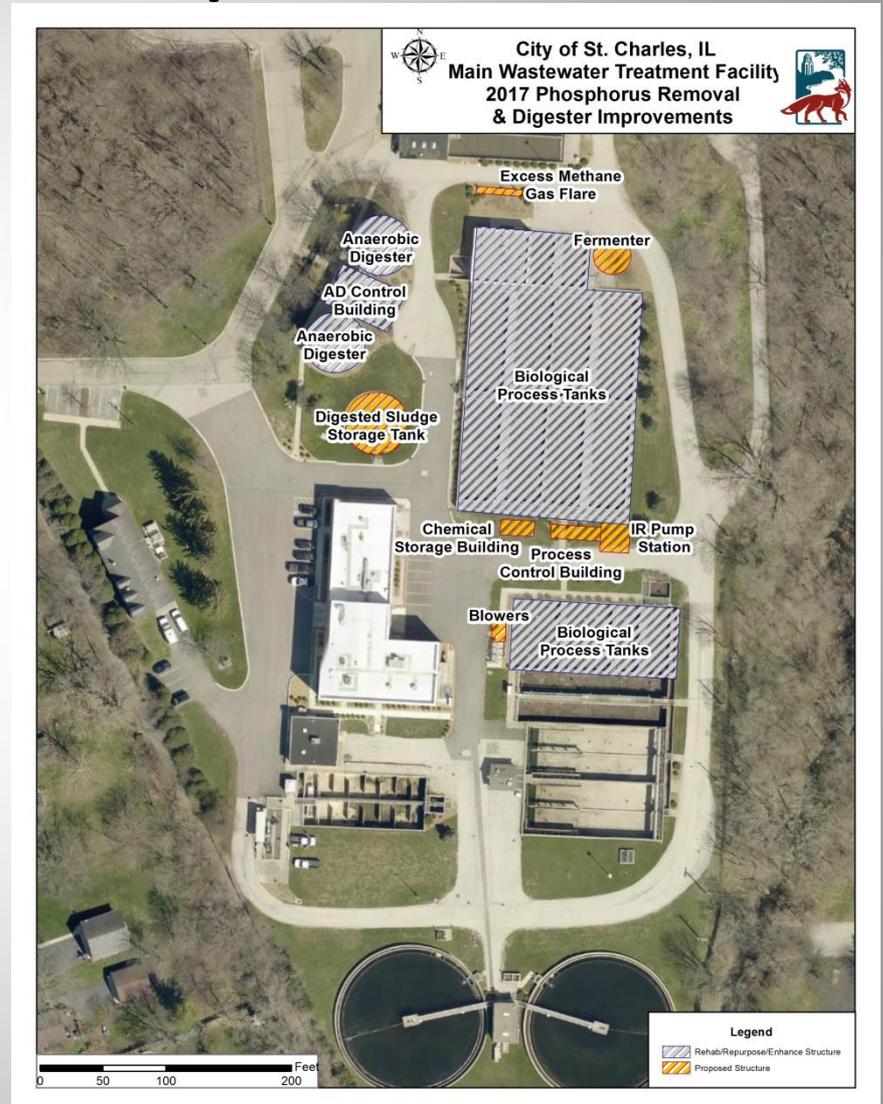
# Construction Update

- 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: \$7,954.43
- Pending Contract Change Order: None
- Amount Billed to Date: \$8,097,392
- Construction Percent Billed:57 %

# Construction Update

## Current Construction Activity

- North Anaerobic Digester
- AD Control Building
- Digested Sludge Tank
- Fermenter
- IR Pump Station
- Chemical Storage Building
- Blowers
- Biological Aeration Tanks
- Underground Piping



# Construction Update Topic #1

- North Digester Paint Coating and Steel Inspections
  - Concern:
    - The third party review of the North digester included the internal coating and steel inspections. The preliminary report was completed 10.10.2018. The report provided some recommendations on the coating replacement and steel repairs.
  - Impacts:
    - Review third party recommendation determine scope that is included in the contract and new scope work to be completed by contractor
    - Contractor will provide estimates for any changes in scope
    - Overall project schedule will be reviewed
  - Solution:
    - Awaiting on project engineer to determine what is included in the contract vs new scope
    - Awaiting on contractor to provide cost and schedule impacts
  - Council Action:
    - None

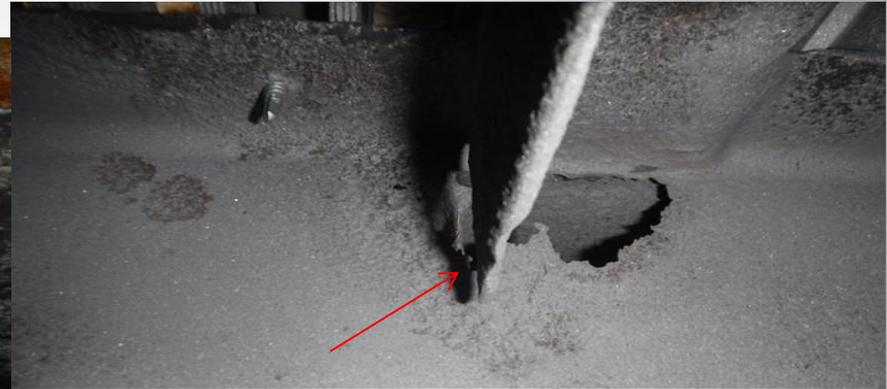
# Construction Update Topic #1

- Photos of some preliminary concerns

**Coating Delamination and Failure**



**I-Beam holes in effluent box**



**Piping Holes**



# Construction Update Topic #1

- Photos of some preliminary concerns

**Deep Steel Pitting and Heavy Rust Build-up**



# North Anaerobic Digester

Removal of the roof on the digester; Scaffolding being assembled in tank



# North Anaerobic Digester

- Has been drained and working on scaffolding installation



# Digester Control Building

- Removing the North Boiler and Concrete Pad



# Digester Stair Tower & Walkway

- Sandblasting and coating



# Upper Aeration Tanks

Cleaning and installing mud valves



# Upper Aeration Tanks

- Pipe Installation



# Upper Aeration Tanks

- Dropping in mixing bridge



# Upper Aeration Tanks

Final piping & valves installed in Upper Tank 1



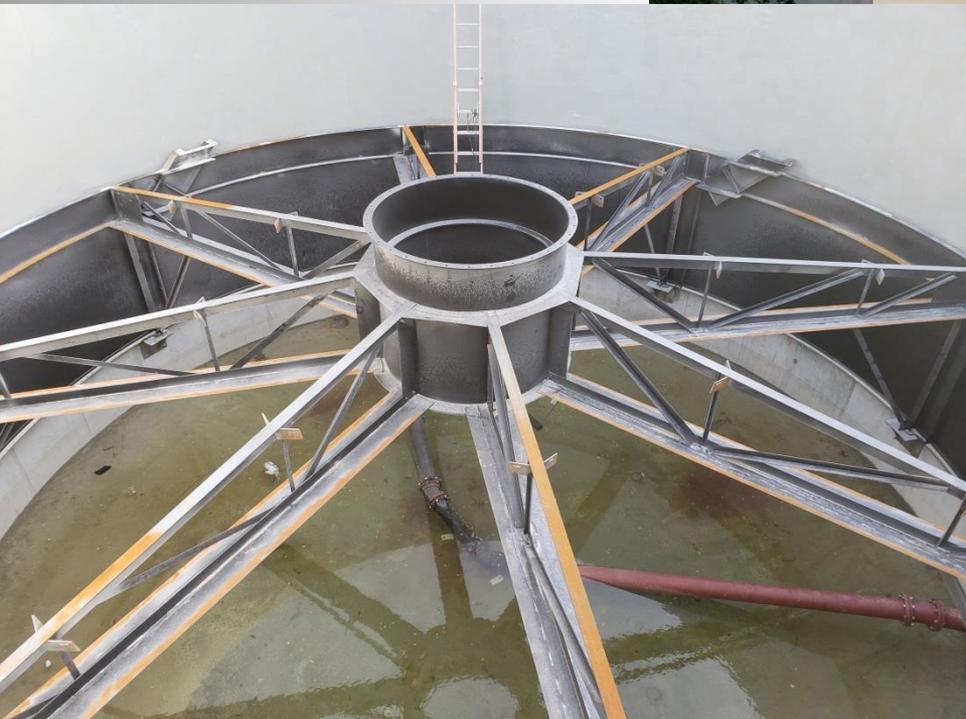
# Sludge Storage Tank

- Cover ready to install



# Sludge Storage Tank

- Cover lifted and install into tank



# Sludge Storage Tank

- Roof plates for cover after sandblasting and coating



# IR Pump Station

- Finishing Masonry on Building



# Fermenter

- Installation of fermenter mixer



# Site Page

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







## *Municipal Enforcement Software Agreement*



- Formal SaaS Agreement
- Software Pricing - Appendix A
- Scope of Service - Appendix B
  - System Features
  - Functionality Overview
  - Technical Specifications
  - Sample Project Schedule
  - Training, Service, and Support
- Illinois Compliance Affidavit - Appendix C
- Corporate Overview and References

Submitted: September 18, 2018

Expiration of Offer: December 31, 2018

Confidential - All Rights Reserved

<p><i>President</i> Zlatko "Z" Koprivec zlatko@it-stability.com 847-890-8440</p>	<p><i>IT-STABILITY SYSTEMS LLC</i> 1845 Grandstand Place Elgin, Illinois 60123 847-890-8440 <a href="http://dacragov.com">dacragov.com</a></p>	<p><i>Director of Sales</i> Glenn M. Theriault glenn@dacragov.com 815-508-5272</p>
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## **Dacra Municipal Enforcement Software Municipal Software as a Service Agreement**

This Dacra SaaS Agreement (“Agreement”) is made and entered into on this date, September 1, 2018, (the “Effective Date”) by and between IT-Stability Systems LLC (“IT-Stability” or a “Party”), an Illinois Limited Liability Company with its principal place of business at 1845 Grandstand Place, Elgin, IL 60123, and The City of St. Charles (“Client” or a “Party”), an Illinois municipal corporation with its principal place of business at 2 E. Main Street, St. Charles, Illinois 60174. IT-Stability and the Village shall be together referred to as the “Parties.”

Whereas IT-Stability designs, develops, licenses, and supports Dacra, which is an adjudication management and e-Ticketing software; and

Whereas, Client desires to enter into an agreement with IT-Stability for IT-Stability to set-up, license, and support Dacra for use by Client; and

Whereas, Client is authorized by the Illinois Municipal Code (65 ILCS 5/1 et seq.) to enter into contracts with parties to obtain goods and services; and

The Parties hereto agree as follows:

### **1. Contract Period**

The initial period of this Agreement begins when signed by Client and IT-Stability representatives and continues for two (2) years from that date. IT-Stability shall propose any requested modifications to the Agreement for subsequent Agreement periods, ninety (90) days prior to the current period expiration date.

### **2. Price, Billing and Payment**

In exchange for Client’s licensed use of Dacra software and features as outlined in Appendix B, IT-Stability will invoice for, and Client will pay, a setup fee and monthly software subscription fees as outlined in Appendix A of this agreement. All payments are due within 30 days of the invoice date. Dacra Licensed Services (“the “Services” “Software” or the “System”) may be suspended or terminated if payments are not received according to these terms as per Section 11. Any additional services shall be mutually agreed upon in writing prior to work being performed or invoiced.

### **3. Representations and Warranties**

**General.** Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

**Compliance with the Laws.** Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws. IT-Stability agrees to the provisions and conditions of Compliance Affidavit Attachment C.

**Acceptable Use.** Client may use the Software and System only for purposes of issuing, managing, and adjudicating citations issued by the Client and for no other purpose. Any use of the Software shall remain subject to all terms and conditions of this Agreement. Client is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. Client represents and warrants that it will: (a) not intentionally use the Services in a manner that: (i) is prohibited by any law or regulation, or to

facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use or Licensed Materials; (b) not violate or tamper with the security of any IT-Stability computer equipment or program. If IT-Stability has reasonable grounds to believe that Client is utilizing the Services for any such illegal or disruptive purpose IT-Stability may suspend the Services immediately with or without notice to Client. IT- Stability may terminate the Agreement as contemplated in Section 11 if Client in fact fails to adhere to the foregoing acceptable use standards.

THE WARRANTIES SET FORTH IN THIS SECTION 3, IN SECTION 10, AND ON ATTACHMENT C ARE THE ONLY WARRANTIES MADE BY IT-STABILITY. IT-STABILITY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. IT-STABILITY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY IT-STABILITY, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY.

#### **4. Limitation of Liability**

EXCEPT AS PROVIDED IN THE ADDENDUM ON ATTACHMENT C AND IN THIS SECTION, UNDER NO CIRCUMSTANCES WILL IT-STABILITY OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO IT-STABILITY'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY IT-STABILITY OF THIS AGREEMENT, IT-STABILITY'S LIABILITY TO CLIENT FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES SHALL IN NO EVENT EXCEED THE LIABILITY LIMITS UNDER ANY INSURANCE PLACED OR PROVIDED PURSUANT TO THIS AGREEMENT UP TO THE FULL AMOUNT PAYABLE UNDER SUCH INSURANCE.

NO INFRINGEMENT: IT-Stability warrants the Licensed Material will not infringe any patent, trademarks, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Client shall notify IT-Stability promptly in writing of any known action brought against Client based on an allegation that Client's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). IT-Stability will defend, indemnify and hold Client harmless from any such action at IT-Stability's sole expense, provided that IT-Stability shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Client reasonably cooperates with IT-Stability in such defense. In the event that a final injunction is obtained against Client's use of the Services by reason of an Infringement or Client is otherwise prohibited from using same, IT-Stability shall to the extent possible and at its expense, within sixty (60) days, either (a) procure for Client the right to continue to use the Services that are infringing, or (b) replace or modify the Services to make its use non-infringing while being capable of performing the same function. If neither option is available to IT-Stability, then Client, at Client's option, may terminate this Agreement without penalty or further payment other than payment of fees for use of the Services prior to said termination.

#### **5. Confidential Information**

**Definition.** For purposes of this Agreement "Confidential Information" shall mean information including, without limitation, all Client data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Client under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for

disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

#### **Nondisclosure**

During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/ non-use obligations imposed by this §5. Both parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

**Injunctive Relief.** In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

#### **6. Client Responsibility**

Client is responsible for the supervision, management, and control of the Software that IT-Stability has enabled for the Client's use, and shall defend, indemnify and hold harmless IT-Stability from and against all liabilities and costs (including reasonable attorneys' fees) arising from any third-party claims by any person based upon the usage of the Software, including the Client's unauthorized release of any personally identifiable information as defined by federal and state law.

Client shall use the Services only for lawful purposes. To the extent deemed necessary by Client, Client shall implement security procedures necessary to limit access to the Services to Client's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files and data

Client is responsible for establishing designated points of contact to interface with IT-Stability, acceptable hardware, and a sufficient network environment such that Dacra can be effectively used as intended by the parties.

#### **7. Licenses**

IT-Stability hereby grants to Client a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by IT-Stability ("Licensed Material"), which may be furnished to Client under this Agreement. Client is not permitted to resell or lease Dacra services to any third-party client.

Client agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Client also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. All Licensed Material furnished to Client under this Agreement shall be used by Client only for Client's internal business purposes, shall not be reproduced or copied in whole or in part, and shall not be removed from the United States.

#### **8. Client Data**

IT-Stability is responsible for all data security and records retention as may be required by federal and state law for all citation and hearing data, which may include personally identifiable information that is stored on hosted servers. All citation and hearing data, is owned by Client and is to be held as confidential. Client may receive a backup of data four times a year, upon request in a .BAK format. The 5<sup>th</sup> and subsequent backup requests will be provided in exchange for a \$100.00 fee.

Upon termination of the Agreement, IT-Stability will provide a final back-up of client data. Sixty (60) days after delivery of the final back-up, IT-Stability will discard and delete all client data.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to IT-Stability. Any modification to the Software performed by Client directly or indirectly extending the current capabilities shall be the property of IT-Stability and all copyrights and other rights are hereby assigned to IT-Stability.

#### **9. CJIS Compliance**

Where necessary and practical, IT-Stability will be in compliance with all Criminal Justice Information Services (CJIS) requirements and certifications.

#### **10. Service Performance Guarantees**

IT-Stability guarantees 99.9% availability of Dacra services excluding brief scheduled maintenance. If an unplanned Dacra outage leads to a credit request, said request will be calculated by an hourly proration of the minimum monthly payment. IT-Stability approved credits will be deducted from the next monthly subscription invoice.

All claims are subject to review and verification by IT-Stability.

#### **11. Nonappropriation of Funds**

In the event sufficient funds are not appropriated for service fees or other contract payments to be made in a future fiscal year then the City at its sole discretion may terminate the Agreement at the end of the then current fiscal year, without penalty or additional expense of any kind whatsoever.

#### **12. Termination**

If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, the other Party may terminate this agreement.

This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

If Agreement is terminated, Client shall be responsible to pay IT-Stability all outstanding invoiced bills due and owing.

#### **13. General Provisions & Force Majeure**

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the Parties and shall be binding on the Parties when accepted by Client. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Client, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon IT-Stability or effective for any purpose, unless accepted by IT-Stability in writing.

It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, IT-Stability's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

- (b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (c) The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.
- (d) This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Client without the prior written consent of IT-Stability. Any attempted assignment, subletting or transfer shall be void.
- (e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (f) No delay or failure of IT-Stability or Client in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by IT-Stability or Client of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
- (g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 11
- (h) On IT-Stability's request, no more frequently than annually, Client shall furnish IT- Stability with a signed certification verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used
- (i) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.
- (j) For a breach or default of this Agreement, the Parties may pursue any available remedy available at law or in equity. The non-prevailing party in any dispute under this agreement shall pay all reasonable costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.
- (k) This Agreement shall be governed by, and construed under, the laws of the State of Illinois applicable to contracts made in and wholly to be performed in the State of Illinois without regard to conflicts of law.

*The authorized representative signatures below are full consent to the terms and conditions of this agreement.*

**For City of St. Charles:**

**For Dacra - IT-Stability Systems LLC:**

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

**By:**

**Print:** \_\_\_\_\_

**Print:**



Zlatko Koprivec

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

Title: President

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

Date: July 24, 2018

## **Dacra Municipal Enforcement Software Proposal Appendix A - Price, Billing, and Payment**

The purpose of this appendix is to outline the Client's price, billing, and payment terms applicable for obtaining licensed Dacra subscription services for the initial period of this Agreement:

### Price – Initial Set-Up Cost

In exchange for software set-up, training, and support services necessary to prepare system for Client's licensed use of Dacra software and features, as defined in Appendix B, Client will pay a \$5,000.00 setup fee. Initial set-up services are defined as:

- Standard installation includes system set-up and configuration; does not include customization, interfaces, or data migration.
- Training will include full onsite training for agreed upon super-users as well as preparing and assisting super-users conducting training for all other staff on field entry of citations.
- Ongoing support may be provided to Client via remote access, email, and telephone during normal business hours.

### Price – Importing and Conversion of Existing Records

In exchange for importing the basic citation data from Client's legacy Dacra program, Client will pay a \$2,500.00 fee. Basic citation data is defined as any information present on the original ticket issued such as violation and violator information.

### Price – Interfaces

In exchange for a LEADS 2000 interface with Dacra that autopopulates violator information, client will pay a \$2,500.00 fee.

### Price – Monthly Subscription Fee

In exchange for the fully licensed use of Dacra software and features, as defined in Appendix B, Client will pay the Minimum Monthly Fee -or- the Monthly Usage Fee, whichever is greater:

- *Minimum Monthly Fee* is \$1,500.00.
- *Monthly Usage Fee* is calculated by totaling the following:
  - \$2.00 per adjudication citation and administrative tow ticket processed in the system
  - \$2.00 per Finding, Decision, and Order "FDO" processed in the system.

### Billing – Initial Set-Up Cost

The initial set-up cost, legacy data conversion, and interface fees shall be invoiced upon signing of the contract by Client and IT-Stability representatives.

### Billing – Monthly Subscription Fee

The monthly subscription service shall begin upon go-live or on XXX, 2018 if IT-Stability is prepared to go-live and has delivered notice of such intent to the Client.

In the event that the Client provides all necessary data by XXX, 2018 as per section 6 of this agreement, and the service is not installed and running on XXX, 2018, the subscription services shall begin upon the date that the service is installed and running.

### Payment

Invoices will be sent on the first business day of the month for the prior month's service. All payments are due thirty (30) days after the invoice date. If payment is not received, services may be suspended or terminated as per section 11 of this agreement.

## Additional Services

Any additional services shall be mutually agreed upon in writing prior to work being performed and/or invoiced.

# **Dacra Municipal Enforcement Software Proposal** **Appendix B - Scope of Services/System Features**



## *Key Features of Your Dacra Municipal Enforcement System*

### **Full E-Citation Capabilities**

- **State Tickets:** State tickets are printed for the respondent, and transferred electronically to your RMS as well as to the Circuit Clerk with requisite transfer sheets. State tickets meet the standards of the Illinois Conference of Chief Circuit Court Judges, and are AOIC compliant.
- **Local Ordinance Tickets:** Available local ordinance citations including animal, parking, and property code violations with customized “back page” text for each citation type.
- **Administrative Tow Tickets:** Administrative tow impound citations and associated notices are created and printed in the system.
- **Warning Tickets:** Warning tickets for both adjudication and state violations can be created, producing a record of prior offenses which gives officers important information when dealing with violators.
- **Must Appear Violations:** Citations can be set automatically by violation or via officer discretion as “must-appear” requiring the violator to be present for the administrative hearing.
- **Juvenile Violations:** If the violator is underage at the time of the citation, the system will automatically identify it as a “juvenile violation” thus ensuring exclusion from public reports or FOIA requests.
- **Racial Profile Reporting:** Dacra requires racial profiling data be completed for applicable state and adjudication violations with auto-population to reduce completion time.
- **Pedestrian Stop Cards:** Dacra enables automated entry of state-mandated pedestrian stop profiling data and generates the required pedestrian receipt.
- **Night Parking Permission Management:** Permissions are managed via online self-reporting on your municipal website to automatically provide permission to park. The system alerts the officer when a vehicle was exempted from the ban.

### **Integrated Officer Safety Features**

- **Previous Violator History:** The system automatically shows the number of previous warnings and citations for the violator and allows auto-completion of data fields from those previous tickets.
- **LEADS Data Integration:** Full LEADS integration with many vendors allows officers to auto-populate driver and vehicle data.
- **Companion Tickets:** Additional “companion” violations for the same violator are easily completed.
- **Night Mode:** Night mode reduces overall screen brightness from day mode.

### **Tow and Impound Management Tools**

- **Abandoned Vehicle Tracking:** Issues and tracks abandoned vehicle notices and creates reports that assist in conducting follow-up on all complaints.
- **Police Tow Inventory Management:** Create and process tow receipts, vehicle search logs, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase.
- **Administrative Tows:** Dacra transfers the tow data from the issuance of an administrative hold, through payment, and into the hearing ensuring due process.

- **Tow Holds:** Tow “holds,” can be identified, restricting the release of a vehicle until the investigative, insurance, DUI and other holds are removed.

#### **Police Record Keeping and Compliance Features**

- **Enhanced Search Capability:** Extensive search capabilities allow for complex, multi-rule data searches for comprehensive analysis.
- **Compliant with State Adjudication Laws:** Hard coded business logic is compliant with statutes regulating citation issuance, notices, and hearing processes with “proof of compliance” for appeals.
- **External Connectivity to RMS:** Citation and violator data can be electronically pushed to an external records management system with an additional interface.
- **Citation Change Auditing:** Automatically audits changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of the change.
- **Address Range Validation:** Dacra tracks the valid upper and lower address ranges of every street, restricting address entry to those ranges.
- **Pedestrian Stop Data Transmission:** Generates a pedestrian stop receipt and enables the automatic transmission of mandated pedestrian stop data to the state.
- **Racial Profiling Reports:** Generates all mandated racial profiling state reports for uploading; additionally, racial profiling data can be data-mined for analysis and internal precautionary reports produced.
- **Violator Data Expungement:** Effectively manages Illinois state expungement rules for certain violations to ensure compliance.
- **Data Security is Critical:** Through sound architecture, agency data is secure and kept shielded from hackers by connecting a SQL back end to a Web front end via entity structures.
- **Web Based Product:** Dacra is a hosted service with back-ups located off-site in a backup data center.
- **CJIS Compliance:** Dacra is a fully CJIS compliant software presuming a municipality elects to use all CJIS recommended security features.

#### **Administrative Adjudication Hearing Management**

- **Multiple Hearing Locations and Times:** Citations can be automatically assigned to a particular local hearing date, time, and location based on a predetermined algorithm.
- **Must Appear Violations:** Must appear citations are specifically highlighted to the Hearing Officer to simplify the hearing process.
- **Individual Dispositions:** The software allows the hearing officer to enter detailed case history notes and reasoning for dispositions, as well as issuing on the spot Findings, Decisions, and Orders.
- **Batch Processing:** Default liable dispositions and findings are efficiently issued by the hearing officer via batch processing for all no-shows.

#### **Payment and Collections Management**

- **Ticket Payment Entry:** Dacra uses a web interface for ticket payment entry as well as generation of respondent receipts. With an additional interface, it can support integration with municipal finance/ERP systems to streamline data entry and ensure validity.
- **Automated Fine Escalation:** The system automatically monitors unpaid citations and escalates fines according to local ordinance fine escalation schedule.
- **Parking Scofflaw Boot/Impound:** Dacra tracks vehicles with multiple unpaid violations and allows boot or impound notice for all vehicles associated with that violator per municipal ordinance.
- **DL Suspension:** The system tracks violators with 10 unpaid violations and can generate all state required notices to suspend a driver’s license per state statute. Reinstatement notices are issued by the software upon payment.
- **Collections Vendor Integration:** Interfaces available for collections vendors to automate the data transfer for unpaid debts to and from collections agencies.

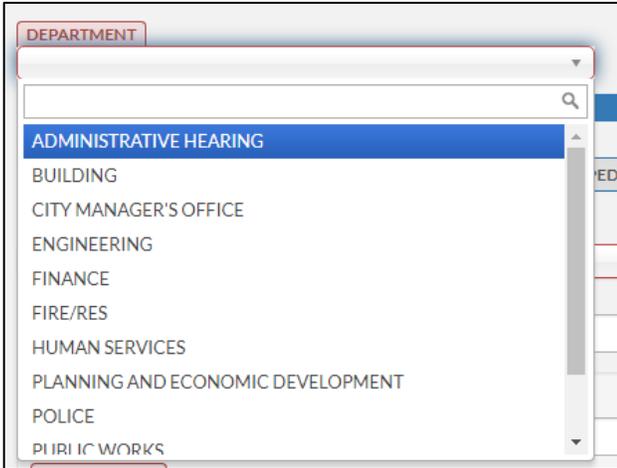
## Dacra Municipal Enforcement Software Proposal Appendix B - Scope of Services/Functionality Overview

### Dacra Ticket Creation Functionality

Dacra provides a state-of-the-art, real-time web interface for electronically issuing and printing municipal enforcement citations. Dacra can cover all enforcement from a basic warning ticket to state traffic and local ordinance citations, abandoned notices and receipts, and administrative tow seizure orders and receipts. Local ordinance tickets for parking, property, animal, and compliance violations are then seamlessly processed through the administrative adjudication system.

Dacra auto generates consecutive citation numbers built with descriptive identifiers. The auto generation process ensures that citation numbers are never duplicated. To further protect the integrity of the process, users cannot delete a citation. An authorized user is able to “void” or “non-suit” a citation and remove it from the adjudicative process but the citation’s record and audit trail remain.

Integration with your preferred LEADS (Law Enforcement Agencies Data System) provider greatly speeds up citation data entry, reduces process steps and eliminates errors by automatically filling violator and vehicle information from the Secretary of State. Citations can also be automatically populated from previous tickets and warnings.



Dacra provides multi-department functionality to manage your entire municipal enforcement needs. No longer will you need to track multiple software and paper-based systems to determine the full picture of enforcement for your community.

Dacra recognizes that code enforcement departments have additional ticketing needs and provides features that allow citations to be grouped into a single “case” for organized enforcement follow-up. Citations can be associated and tracked by individual properties and PIN numbers, and multiple inspectors can be associated with a ticket.

Expanded functionality allows for easy addition of evidence files such as photographs, videos, and documents. Simply drag-and-drop onto the ticket interface and they are linked to the citation, providing strong evidence to back up the case.

#### *Multiple-County Support Through a Unified Platform*

For municipalities that straddle multiple counties, Dacra provides a unified interface for local and state violation citations that are sent to the circuit courts. There is no need to have a separate citation system for each county - the officer just selects the county to which the ticket will be sent, and Dacra does the rest. Dacra shows the officer the relevant violations and court key assignments for that county, prints the citation in that county’s specification, and creates all court transmittal documents for each county. *All from a single interface.*

There are other benefits to a single citation system not the least of which is state mandated reporting requirements. Dacra automatically aggregates racial profiling and pedestrian stop data from all county and adjudication citations and exports the data in the state-required format. No need to manually compile this data from multiple systems each month.

Dacra is approved, and in use, in multiple Illinois counties including Cook, DuPage, Kane, DeKalb, and Tazewell. For Cook and DuPage, Dacra is approved for full electronic data submission, and is certified for IUUCS/LEADER.

#### **Dacra Batch Processing Functionality**

A critical component of a properly functioning municipal enforcement system is ensuring all state statutory requirements are met in order to protect due process. Dacra has extensive functionality to help a municipality ensure that they are efficiently meeting those requirements. Using Dacra’s batch processing, communities send all state required notices, with all mandated information, and within the timeframes required by the state, to alleged violators. These communications, such as Notice of Violation, Administrative Tow Notices of Hearing, Findings Decisions and Orders, and Final Determinations are quickly generated in a batch process. A copy of the communication is saved in the



## **Dacra Tow Management/Administrative Tow Functionality**

Towing vehicles creates a liability for any law enforcement agency. Dacra aims to reduce that exposure. Our comprehensive tow management tools provide officers with on-street tow needs such as issuance of tow receipts and seizure notices. Detailed information on violator, violation, vehicle, property inventory, concerned parties and tow yard can be manually entered or auto-filled from LEADS. Vehicles can be put into various hold statuses, such as DUI, insurance, investigative, or administrative. If the vehicle has been ordered “held” Dacra provides appropriate notification to the vehicle owner and prevents the release of the vehicle until the hold is removed. For communities that have administrative tow ordinances in place, the system provides full management of notices of seizure and any emergency hearings and then integrates with the administrative hearing module for adjudication. Dacra also issues release forms authorizing the tow company to release the impounded vehicle with proof that the citizen has paid any necessary fines. Dacra continues to track the vehicle until its final disposition.

The screenshot displays a web-based form for entering vehicle violation and identification data. At the top, there are checkboxes for 'EVIDENCE CHECK SHEET COMPLETED?' and 'ASSOCIATED PED STOP?'. A date field shows 'ASSIGNED COURT DATE' as '03/14/2018 - 15:00 PM' with a 'MUST APPEAR' indicator. The main section is divided into several input areas: 'VIOLATION CODE' (76.10(1) - VEHICLE SEIZURE AND IMPOUNDMENT - SUSPENDED OR REVOK...), 'ISSUE DATE' (02/25/2018), 'ISSUE TIME' (15:20), 'EASY SEARCH' dropdown, 'WRITTEN IN BEAT' dropdown, 'REPORT #' (CAD), and 'DESCRIPTION' (VEHICLE SEIZURE AND IMPOUNDMENT - SUSPENDED OR...). Below this is a 'Location' section with 'DIRECTION', 'STREET NAME 1' (ADAM DR --- [LIMITS: 300 - 350]), and 'STREET NAME 2' (CHAMPAGNE LN --- [LIMITS: 1400 -]). There are also fields for 'PIN STREET # SEARCH', 'PIN STREET SEARCH', and 'PIN'. A 'ROADSIDE CHECK?' checkbox is present. The 'Vehicle' section includes 'LEADS' with fields for 'YEAR', 'MAKE', 'MODEL', 'COLOR', 'VIN', 'PLATE #', 'PLATE TYPE', 'STATE' (IL), and 'EXP MO / YR'. A 'Driver LEADS' section for 'Respondent' includes fields for 'Owner Info', 'BUSINESS?', 'UNDER 18?', 'LAST NAME', 'FIRST NAME', 'MIDDLE', 'PHONE#', 'DL#', 'DL STATE' (IL), 'ADDRESS', 'UNIT', 'CITY', 'STATE' (IL), 'ZIP', and 'DATE OF BIRTH'.

Additionally, an abandoned vehicle tracking module is included allowing “abandoned warning tags” to be quickly converted to a ticket and tow if not removed in the appropriate time frame. Instant reporting and tracking allow police staff to give feedback to concerned citizens on when they can expect a vehicle to be removed. Dacra’s tow reporting provides instant tracking of any vehicle in your custody and care, all the way through to the final issuing of a Certificate of Purchase ensuring no vehicle is left unaddressed.

The screenshot shows a 'TOW INFO' section with a 'CONCERNED PARTIES' tab. It features two 'ADMIN HOLD' status indicators, one set to 'YES' and one to 'NO'. Below these are fields for 'REASON FOR ADMIN HOLD' (WARRANT FOR FAILURE T...), 'VIOLATION CODE' (76.10(8)), and 'ADMIN ON BEHALF OF OFFICER'. There are also fields for 'ADMIN HOLD REMOVED DATE' (11/14/2016) and 'ADMIN HOLD REMOVED TIME' (11:24). A 'SUPERVISOR HOLD' indicator is set to 'YES'. An 'INVENTORY NOTES' field contains the text 'LARGE QUANTITY OF CHANGE, JBL BLUETOOTH, BICYCLE, E-CIG, CLOTHING'. On the right side, there are fields for 'TOW NOTICE SENT DATE', 'VEHICLE RELEASE DATE', 'COP?', 'TITLE SURRENDERED?', and 'RELEASED OTHER?'.

**HANOVER PARK POLICE DEPARTMENT  
TOW RECEIPT**

Officer Name/Badge # User, T #1010  
 Tow Date/Time 10/24/2014 2:43 PM Report# HP14-012345  
 Location of Tow: THISTLE CT & GREEN BRIDGE LN

---

**VEHICLE DESCRIPTION**  
 Year: 2014 Make: LINCOLN Model: NAVIGATOR Color: WHITE  
 Plate: FAST1 Plate State: IL VIN: 1A2B3C4D5E6F7G8H9

Reason for Tow: Arrest  
 Towed to: Redmon's  
 1275 Spaulding Rd.  
 Elgin, IL 60120  
 847-895-6162

---

**INSURANCE HOLD**  
 MUST PROVIDE PROOF OF INSURANCE TO TOW COMPANY PRIOR TO RELEASE

**ADMINISTRATIVE TOW HOLDS**  
 DL Exp Greater than 1 Year  
 MUST POST \$500 CASH BOND AT POLICE STATION PRIOR TO RELEASE - SEE BELOW  
 SUPERVISORY HOLDS

Supervisor Authorization \_\_\_\_\_ Badge: \_\_\_\_\_

If your vehicle has been impounded pursuant to Village of Hanover Park Municipal Code Section 62-5-001, your vehicle is eligible for release upon posting a \$500.00 administrative cash bond at the HANOVER PARK POLICE DEPARTMENT, 2011 Lake Street, Hanover Park, IL 60133, 24 hours a day. AFTER paying the applicable charges to the tow company your vehicle can be released to the registered owner.

To request a preliminary hearing, you must file a written appeal with the Chief of Police within twenty-four (24) hours of the time that the vehicle was seized. A hearing on said appeal will be held within forty-eight (48) hours from the time the vehicle was seized excluding Saturdays, Sundays, and holidays. If after a hearing is determined that the driver was not in violation of the above offense, the vehicle will be returned without penalty or fees.  
THIS HEARING IS NOT IN LIEU OF GOING TO COURT.  
 If the citation issued for this offense is a "MUST APPEAR," IT WILL REQUIRE AN APPEARANCE IN COURT for the case to be heard and decided upon by the sitting judge at that time.

**VIOLATION**  
**SOUTH ELGIN POLICE DEPARTMENT**  
**PARKING VIOLATION NOTICE**

TICKET NUMBER	ISSUE DATE / TIME	FINE AMOUNT
P0034-000009	6/23/2016 2:52 PM	\$0.00

VIOLATION LOCATION  
 1655 SHANAHAN DR

VIOLATION  
 70.01 625 ILCS 5/11-1301. UNLAWFUL STOP STAND OR PARK ON A ROADWAY OUTSIDE OF A BUSINESS OR RESIDENTIAL DISTRICT

FURTHER ORDINANCE DESCRIPTION

LICENSE	PLATE TYPE	STATE	EXP DATE
	PASSENGER CAR	IL	01 / 17

VEHICLE MAKE	VEHICLE MODEL	VEHICLE COLOR
TOYOTA	SEQUOIA	WHITE

# \_\_\_\_\_  
 5TDZT34A055249346

Jones, R #34

**THIS IS A WARNING CITATION ONLY**

VIOLATION

**HANOVER PARK POLICE DEPARTMENT**  
**NOTICE OF VEHICLE SEIZURE**

Report # HP14-012345 Citation # T0012-000001  
 Vehicle Info: 2014 / LINCOLN / NAVIGATOR / FAST1  
 Driver Info: **DOE, JOHN A -**

The aforementioned vehicle has been seized because there is probable cause to believe that the vehicle was used in violation of section 62-5-001 of the Village of Hanover Park Municipal Code as the driver was arrested.

**62-5-001(a)(4)**

**Vehicle Seizure And Impoundment**  
 Emergency Preliminary Hearing  
 The owner of record of any vehicle seized pursuant to violation of section 62-5-001 of the Village of Hanover Park Municipal Code has the right to appeal seizure of this vehicle. To request a preliminary hearing, you must file a written appeal with the Chief of Police within twenty-four (24) hours of the time that the vehicle was seized. If after the hearing it is determined that there is probable cause to believe the motor vehicle was used in violation of section 62-5-001 of the Village of Hanover Park Municipal Code, the vehicle will remain impounded unless the necessary bond is posted. If it is found that there is no such probable cause, the vehicle will be returned.

**Final Hearing**  
 If after a hearing it is determined by a preponderance of evidence that the motor vehicle was used in the commission of the aforementioned violations, the vehicle shall continue to be impounded. If the owner is found not liable, the vehicle shall be returned without penalty or other fees. If the owner fails to appear, the case will continue and the owner may be found liable.

Your final hearing will be at Hanover Park Village Hall on:  
 Tuesday, November 18, 2014 at 02:00 PM

**IF YOU HAVE ALREADY POSTED YOUR BOND AND DO NOT WISH TO CONTEST THIS VIOLATION YOU DO NOT NEED TO APPEAR AT THIS HEARING.**

For release of the vehicle, you must post a \$500.00 administrative bond with the Village of Hanover Park. The administrative bond must be paid in cash, 24 hours per day, seven days per week, at the Hanover Park Police Department, 2011 Lake Street, Hanover Park, IL 60133. All towing and DAILY storage fees must then be paid directly to the towing company.

I certify that I personally handed a copy of the above notice to the driver identified above at the time of the alleged violation.  
 Officer Name/Badge # test, t #12 Date: 10/24/2014

**Dacra Hearing/Municipal Court Management Functionality**

Dacra provides powerful, yet simple to use tools to effectively manage the adjudication hearing process. Pre-hearing, hearing, and post hearing processes are clearly and logically delineated. Dockets are created with one click. Respondents that appear at the hearing are checked in and prioritized for the hearing. Check-in sheets organize each case for effectively management of the hearing. Respondents at the hearing immediately receive their findings, decision, and orders. After the hearing, the system quickly generates all required notices for defaulting respondents, which can be printed and mailed, or sent as a batch PDF to a fulfilment center to print and mail. All notices sent are automatically entered into the ticket history. After-hearing reports document the dispositions of all cases, as well as the financial impact of the hearing.

**Pre and Post Hearing Management Tools**

AH Procedures Menu DISPLAY ALL SESSIONS

03/01/2018 - 9:00 AM 09:00 AM

ALL SESSIONS FOR THIS DATE

**PRE HEARING**

GROUP BY CATEGORY

Print Docket  
 Docket Check In List

Create Check In Sheet  
 RESPONDENT NAME \_\_\_\_\_  
 CITATION NUMBER \_\_\_\_\_

AUTO-OPEN CHECK IN SHEET

Check Selected In  
 Rental Reassignment

PROPERTY VILLAGE HALL, 1840 Grandview Pl, Suite 201, Elgin, IL 60120

**POST HEARING**

PRINT DATE  
 02/24/2018

DISPOSITIONS  
 Select Some Options

CONTEST BY MAIL ONLY

Batch Print FDOs 7

USE COURT DATE FOR DATE OF SERVICE

Findings, Decisions & Order Updates

Post Docket Report  
 Hearing Report

Sample Docket

**Village of South Elgin Docket for 1/10/2018, 3:00 PM Hearing Officer: *Henry A. McCullough***

Ticket # Handwritten #	Issue Date Report #	Respondent Name	Address	Violation and Violation Text	Bal Due
A C0053-000190 *	11/14/2017	ANGELA BROWN	140 WINDSOR DRIVE SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/12-503(A) <b>Must Appear</b>	TINTED WINDSHIELD OR FRONT SIDE WINDOWS \$0.00
A P0064-000131	12/9/2017	BRUNDA BRUCE	477 STELLA DRIVE S. ELGIN, IL 60120	70.01 625 ILCS 5/11-1303(A)(1)(I)	STOPPING, STANDING OR PARKING WHERE SIGNS PROHIBIT STOPPING, STANDING OR PARKING \$125.00
P C0030-000624	12/21/2017	ANGELA DUCHENE LUIS ARMANDO	140 WINDSOR DRIVE SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/12-603.1	FAILURE TO WEAR PROPERLY ADJUSTED SEAT BELT \$0.00
P P0030-000035	12/22/2017	ANGELA LUIS	2005 WINDSOR DRIVE SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/11-1304.5	PARKING A VEHICLE ON A PUBLIC STREET, HIGHWAY OR ROADWAY WITH AN EXPIRED ILLINOIS REGISTRATION STICKER \$0.00
A P0053-000071	12/10/2017	BRANDYELLE BRILL A	377 WIND STREET S. SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/11-1304.5	PARKING A VEHICLE ON A PUBLIC STREET, HIGHWAY OR ROADWAY WITH AN EXPIRED ILLINOIS REGISTRATION STICKER \$125.00
A C0053-000207	12/6/2017	DAVID THOMAS W	111 BELMONT BLVD WPT JUL RECEIVING, IL 61220	70.01 625 ILCS 5/12-603.1	FAILURE TO WEAR PROPERLY ADJUSTED SEAT BELT \$125.00
A C0053-000208	12/6/2017	DAVID THOMAS W	111 BELMONT BLVD WPT JUL RECEIVING, IL 61220	70.01 625 ILCS 5/3-413(F)	OPERATING A VEHICLE WITH EXPIRED REGISTRATION \$125.00
A P0030-000032	12/7/2017	DEBORAH BRUCE	2005 WINDSOR DRIVE SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/11-1304.5	PARKING A VEHICLE ON A PUBLIC STREET, HIGHWAY OR ROADWAY WITH AN EXPIRED ILLINOIS REGISTRATION STICKER \$125.00
NS C0202-000633 80113	12/6/2017	DEWAYNE BRAD	400 VALLEY PARK AVE SOUTH ELGIN, IL 60120	150.40	WORKING WITHOUT A PERMIT \$0.00
P C0039-000076 17-013645	12/20/2017	DEWYNE BRAD	400 VALLEY PARK AVE SOUTH ELGIN, IL 60120	136.22(B)	DISOBEYED A SIGN PROHIBITING SMOKING \$0.00
A C0039-000078	12/21/2017	DEWAYNE BRAD	400 VALLEY PARK AVE SOUTH ELGIN, IL 60120	132.04	TRUANCY FROM SCHOOL BY A MINOR \$125.00
A C0202-000621 80068	8/17/2017	DEWAYNE BRAD	140 WINDSOR DRIVE SOUTH ELGIN, IL 60120	150.40	WORKING WITHOUT A PERMIT \$50.00
Corrected ticket number from C0039-000076 to C0202-000621					
A C0039-000069 19691	11/29/2017	DEWAYNE BRAD	400 VALLEY PARK AVE SOUTH ELGIN, IL 60120	132.04	TRUANCY FROM SCHOOL BY A MINOR \$125.00 Under 18
NS C0030-000528 *	10/31/2017	DAVID BRUCE W	140 WINDSOR DRIVE SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/12-503(A) <b>Must Appear</b>	TINTED WINDSHIELD OR FRONT SIDE WINDOWS \$0.00
A C0039-000071 19693	12/7/2017	DEWAYNE BRUCE	160 WINDSOR DRIVE SOUTH ELGIN, IL 60120	132.01(B)	DISORDERLY CONDUCT - FIGHTING (ASSAULT OR BATTERY) \$125.00 Under 18
NS C0053-000163 *	10/26/2017	DEWAYNE BRUCE W	140 WINDSOR DRIVE SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/12-503(A) <b>Must Appear</b>	TINTED WINDSHIELD OR FRONT SIDE WINDOWS \$0.00
A P0050-000043	12/27/2017	DEWAYNE BRUCE W	2005 WINDSOR DRIVE SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/11-1304.5	PARKING A VEHICLE ON A PUBLIC STREET, HIGHWAY OR ROADWAY WITH AN EXPIRED ILLINOIS REGISTRATION STICKER \$125.00
P C0202-000642 80120	12/21/2017	DEWAYNE BRUCE W	2005 WINDSOR DRIVE SOUTH ELGIN, IL 60120	51.33	WATER METER REQUIRED \$0.00
P C0202-000643 80121	12/21/2017	DEWAYNE BRUCE W	2005 WINDSOR DRIVE SOUTH ELGIN, IL 60120	51.48	CROSS CONNECTION CONTROL \$0.00
A P0072-000043	12/20/2017	DEWAYNE BRUCE W	2005 WINDSOR DRIVE SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/11-1304.5	PARKING A VEHICLE ON A PUBLIC STREET, HIGHWAY OR ROADWAY WITH AN EXPIRED ILLINOIS REGISTRATION STICKER \$125.00
A C0053-000209	12/6/2017	DEWAYNE BRUCE W	2005 WINDSOR DRIVE SOUTH ELGIN, IL 60120	70.01 625 ILCS 5/12-610.2(B)	UNLAWFUL USE OF ELECTRONIC COMMUNICATION DEVICE/HAND-HELD USE/TEXTING \$125.00
P C0202-000632 80110	12/4/2017	DEWAYNE BRUCE W	2005 WINDSOR DRIVE SOUTH ELGIN, IL 60120	50.11	OBSTRUCTION OF A PUBLIC WAY \$0.00

Administrative Hearing Management Tools

Respondents: **5** Citations: **10**

**HEARING**

HAS DISPOSITION ONLY

MUST APPEAR ONLY

RESPONDENT NAME ONLY

Enter Dispositions

No Show Report

Default Upheld Updates

Hearing officers are able to view the original citation data, any supporting evidence such as documents, photographs, and videos, and previous violator history including previous citations, warnings, and unpaid tickets.

Cases are clearly delineated as those respondents present, checked in, contest-by-mail cases, and must appear cases. Hearing officers are presented with fine information, and court costs can be assigned manually or automatically, or waived at the discretion of the hearing officer. The hearing officer can adjudicate the liability and/or continue the case to a future hearing, while entering detailed notes to support his/her decision on the case. No-show violators can be automatically adjudicated as default liable in a batch process. A finding, decisions, and orders document can be printed on the spot and handed to the violator, or created in a batch process after the hearing. All case history for each citation can be quickly exported on each citation to document and support the decision in case of an appeal to a higher court.

**IN THE VILLAGE OF SOUTH ELGIN**  
**DIVISION OF ADMINISTRATIVE HEARINGS**

VILLAGE OF SOUTH ELGIN, An Illinois Municipal Corporation  
 Petitioner

v.

Respondent: [Redacted]

Citation #: [Redacted]  
 Vehicle Make: CADILLAC  
 Violation Date: 12/09/17 11:01:00 AM  
 Violation Location: IL ROUTE 318/OWES

Plate: [Redacted]

**FINDINGS, DECISIONS AND ORDER**

This cause coming to be heard for hearing on the defendant's liability for the violation notice, this administrative tribunal having jurisdiction over the parties and subject matter, due notice having been given, Respondent failing to appear, and the Hearing Officer having reviewed the evidence presented and otherwise being fully advised in the premises, IT IS ORDERED as follows:

Violation	Finding/Reason	Fines
70.01 625 ILCS 5/12-603.1	Default Upheld (Default Entered) Failure to Appear	\$50.00
FAILURE TO WEAR PROPERLY ADJUSTED SEAT BELT		
<b>JUDGMENT TOTAL:</b>	<b>COURT COSTS:</b>	<b>PAID:</b>
	\$50.00	\$0.00
		<b>BALANCE DUE:</b>
		\$75.00

The fines and penalties contained in this order are a debt due and owing Village of South Elgin and said total of fines and penalties must be paid. Payment of fines and penalties operates as a final disposition of the violation.

- To pay online: Currently Unavailable
- To pay in person, bring the violation notice or this Order to Village of South Elgin Village Hall front counter, 10 N Water St, South Elgin, IL 60177. Village Hall hours are: Monday - Friday 8:30am to 5:00pm. Drop in the Village drop boxes located in the turn around in Patton Mill Park or the vestibule of Village Hall.
- Forms of payment accepted at the Village Hall: Cash, Check, Money Order, Cashier Check, VISA, MasterCard.
- To pay by mail, mail the violation with a check or money order payable to the "Village of South Elgin". Please include the ticket number on the check or money order.

Failing to pay the indicated fine within (21) days of the issuance of this determination of liability and the exhaustion of or the failure to exhaust any administrative review procedures as set forth in Section 2-745 of Article XVII of the Village Code, shall result in the imposition of a late payment penalty fee, in addition to the fine, resulting in the following total due:

The Village of South Elgin may use all lawful means of collecting this judgment, including but not limited to suspension of Respondent's driver's license for failure to pay fines and penalties, impound or boot Respondent's vehicle.

If any person accumulates ten (10) or more final determinations of liability for standing and parking violations, for which the fines and penalties remain unpaid, the Secretary of State may suspend his or her driver's license.

Call SOUTH ELGIN POLICE DEPARTMENT at (847) 741-2151 if you have any questions regarding this notice.

This administrative order is authorized by Village of South Elgin ordinance and State of Illinois statute. You have the right to appeal this decision pursuant to the Illinois Administrative Review Law, 735 ILCS 50-101, et seq., by filing a proper lawsuit against the Village of South Elgin and other necessary parties within 35 days of a final order. If you fail to pay fines, the Village may proceed to collection.

ENTERED: January 10, 2018  
 [Signature]  
 Administrative Hearing Officer

### Previous Violations By Respondent

Violator Name (1 of 2): [Redacted] Plate: null Report Date: Saturday, February 24, 2018

Copy CSV Excel PDF Print

SHOW 10 ENTRIES

Ticket #	Respondent	Date	Violation Code	Description	Last AH Date	Balance Due	Status
CO202-000442	[Redacted]	12/21/2017 1:35 PM	51.33	WATER METER REQUIRED	1/10/2018	\$0.00	P
CO202-000643	[Redacted]	12/21/2017 1:37 PM	51.48	cross connection control	1/10/2018	\$0.00	P
CO202-000049	[Redacted]	3/29/2016 11:11 AM	150.40	WORKING WITHOUT A PERMIT		\$0.00	P
CO202-000634	[Redacted]	12/4/2017 4:08 PM	51.48	cross connection control		\$0.00	P
CO202-000635	[Redacted]	12/4/2017 4:10 PM	51.33	WATER METER REQUIRED		\$0.00	P

Showing 1 to 5 of 5 entries

Previous 1 Next

### Attach Evidence Files

Edit - C0699-000100 Assign Citation to Group \*Fields marked in red are required

Print Violator Print PD Copy 4X11

Submit / Close Save Cancel Changes

Original Citation# C0699-000097

Ticket Info Evidence Links Payment History History Correspondence Dated Notes Compliance

Add New Evidence

FILENAME: [Redacted].PDF NOTE: [Redacted]

DATE ADDED: 02/22/2018 02:39 PM

View File Attach File Delete

FILENAME: [Redacted].PDF NOTE: [Redacted]

DATE ADDED: 02/22/2018 02:44 PM

View File Attach File Delete

FILENAME: [Redacted].PDF NOTE: [Redacted]

DATE ADDED: 02/22/2018 03:19 PM

View File Attach File Delete

FILENAME: [Redacted].PDF NOTE: [Redacted]

DATE ADDED: 02/22/2018 03:56 PM

View File Attach File Delete

### **Dacra Citation Payment Enforcement Functionality**

A significant challenge faced by municipalities is holding violators accountable to complying with local ordinances as well as paying fines when cited for their violations. Dacra provides a number of tools to assist in enforcing the payment of these violations:

- Dacra automatically escalates unpaid fine amounts per municipal ordinance for unpaid violations with highly customizable escalation rules.
- Violations are tracked by vehicle and violator, allowing Dacra to identify habitual scofflaws. Each vehicle is then flagged as eligible for boot/impound per municipal ordinance, and the entire impound process is managed by the software.
- At 10 unpaid vehicular/parking violations, Illinois violators are eligible to have their driver's license suspended. Dacra manages this process, identifies eligible drivers by multiple criteria and produces all state-mandated notifications for suspension and reinstatement.
- For communities that require property transfer stamps upon the sale or transfer of a property, Dacra can integrate with the municipal ERP/financial system to enforce the payment of all outstanding fines before issuing the property transfer stamp.
- For communities with ordinances that deny city services for violators with too many outstanding citations, Dacra can flag such violators and track all outstanding fines.
- For communities that take advantage of the Illinois Office of the Comptroller's (IOC) Illinois Debt Recovery Offset Portal (IDROP). Dacra creates the export files for uploading to the IOC to automate a normally complex procedure.
- Dacra interfaces with commercial collection companies to easily export and import debt files, automating the process and ensuring accurate citation record keeping.

These powerful tools effectively streamline the fine enforcement process, reduce the workload on the municipal staff, and increase the rate of collection on the unpaid tickets.

### **Dacra Database Search Functionality**

Our powerful search capability will assist in both managing the citation through its lifespan and guiding your investigative research. The user interface for searching allows date range parameters on any combination of citation fields, including ticket status, issuing officer, issuing department, RMS or dispatch report number, violation code, warning tickets, voided tickets, juvenile tickets, etc. Searches can be exact or partial data searches, and can also further include:

*Violation Searches:* Any combination of violation, violation type, violation location, report number, lot location, business tickets, and even whether physical evidence was collected

*Vehicle Searches:* Any combination of vehicle year, make, model, color, plate, vin, state, and plate expiration date

*Violator Searches:* Any combination of name, address, city, state, zip, date of birth, DL#, and DL State

## Sample Search Screen

Adjudication Ticket Search fields Any combination of fields will be used - at least one field is required [collapse] [reset]

TICKET TYPE:  TICKET STATUS:  COMPLETION STATUS:  PLATE:

CITATION NUMBER:  HANDWRITTEN #:  OFFICER:  VIOLATION CODE:

ISSUE DATE START:  ISSUE DATE END:  LAST NAME:  FIRST NAME:  CUSTOMER ID:

QUICK TICKET: YES  NO  UNDER 18: YES  NO  WARNING: YES  NO  VOID: YES  NO

Advanced Search Options

Violation

WARNING?  PHYSICAL EVIDENCE INVENTORIED?  BUSINESS?

BEAT:  REPORT #:

DIRECTION:  STREET #:  STREET NAME 1:  STREET NAME 2:

LOT LOCATION:  LOT DESCRIPTION:

Results displayed can be narrowed further with a “contains” sub-search. Still need to work the results? Dacra has you covered. Just copy the data to your clipboard for export to Microsoft Excel, csv file, or your external software. Of course, you can always just print your data or save it as a PDF.

Adjudication Ticket Search fields Any combination of fields will be used - at least one field is required [expand] [reset]

Adjudication Tickets(s)

SHOW 10 ENTRIES

Citation #	Citation Date	Violator	Plate	Issuing Officer	Violation
P0049-000058	02/22/2018 13:44	...	...	...	70.01 625 ILCS 5/11-1304.5
P0066-000131	02/21/2018 03:48	...	...	...	70.01 625 ILCS 5/11-1304.5
P0071-000021	02/20/2018 03:41	...	...	...	70.01 625 ILCS 5/11-1304.5
P0064-000180	02/19/2018 22:37	...	...	...	72.01(B).
P0072-000133	02/17/2018 22:48	...	...	...	72.01(B)
P0049-000055	02/17/2018 13:52	...	...	...	70.01 625 ILCS 5/11-1304.5
P0049-000053	02/17/2018 12:53	...	...	...	70.01 625 ILCS 5/11-1303(A)(2)(C)
P0071-000020	02/14/2018 23:10	...	...	...	70.01 625 ILCS 5/11-1304.5
P0059-000126	02/11/2018 22:57	...	...	...	70.01 625 ILCS 5/11-1304.5
P0053-000291	02/11/2018 11:10	...	...	...	72.08(A)

Showing 1 to 10 of 300 entries Previous

With appropriate permissions, a ticket in the search results can be examined and edited right from the results screen. Should you choose, search results can be shown in a heat-map for visual representation.

## **Dacra Database Reporting Functionality**

Dacra has powerful built-in reporting capability. The provided reports are based upon the direct input and feedback from our clients over the last twenty years. All reports have multiple criteria that can be selected, issuing department, officers, date ranges, violations, and much more. To keep your agency compliant with redaction rules and to comply with state privacy statutes, juvenile violations can be excluded from all reports.

Reports By Date Range

BEGIN: 01/25/2018

END (THROUGH): 02/24/2018

**Adjudication Only**

General, Summary & Disposition (by Hearing Officer), Hearing Report (by Hearing Date), AH Session Citations and Respondents, Cash Reporting, Bond, Status Summary, DACRA Hosting, Payment, DMV List, DMV Request File, Status Change, Status / Disposition Detail, Admin Tow, GROUP BY OFFICER

**Adjudication and State**

Void, Violation Report (by Issue Date), Violation Summary, INCLUDE MONEY , GROUP WARNINGS

Officer Activity

SUMMARY ONLY  INCLUDE VOID  INCLUDE TOW   
HIDE VIOLATOR NAME  IGNORE DATE RANGE

STREETS: Select Some Options

LOTS: Select Some Options

All our reports are html web-based and can be printed or saved as a PDF. We also regularly build custom reports for clients, and when we do, we add them to the subscription based system so all of our clients can benefit. Because the Dacra database engine is Microsoft SQL, it supports the ability for clients to build their own custom reports utilizing reporting tools such as Microsoft SQL Reporting Services, Crystal Reports, and others.

A Few Sample Reports:

### Cash Reporting - 01/25/2018 - 02/24/2018

Citation #	Name	Paid Date	Current Pmt	Amount Due	Reduction	Collection Fee	Balance Due
<b>Category: C</b>							
C0699-000085	SPRINKLER SERVICE	02/09/2018	\$50.00	\$825.00	\$0.00	\$50.00	\$675.00
C0699-000085	SPRINKLER SERVICE	02/09/2018	\$100.00	\$825.00	\$0.00	\$50.00	\$675.00
<b>C Totals:</b>			\$150.00	\$1,650.00	\$0.00	\$100.00	\$1,150.00
<b>Category: P</b>							
P0699-001303	RETIRED/ILL/LOST EVIDENCE	02/09/2018	\$10.00	\$50.00	\$15.00	\$0.00	\$25.00
P0699-001304	RETIRED/ILL/LOST EVIDENCE	02/10/2018	\$10.00	\$125.00	\$0.00	\$0.00	\$115.00
P0699-001311	RETIRED/ILL/LOST EVIDENCE	02/21/2018	\$10.00	\$50.00	\$0.00	\$0.00	\$40.00
<b>P Totals:</b>			\$30.00	\$225.00	\$15.00	\$0.00	\$180.00
<b>Category: T</b>							
T0004-000008	PERMIT - CONTRACT	02/21/2018	\$100.00	\$600.00	\$0.00	\$0.00	\$0.00
T0699-000085	PERMIT - CONTRACT	02/21/2018	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00
T0699-000078	PERMIT - CONTRACT	02/13/2018	\$1.00	\$601.00	\$0.00	\$0.00	\$0.00
T0699-000079	PERMIT - CONTRACT	02/21/2018	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00
T0699-000080	PERMIT - CONTRACT	02/21/2018	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00
T0699-000082	PERMIT - CONTRACT	02/21/2018	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00
<b>T Totals:</b>			\$2,101.00	\$3,201.00	\$0.00	\$0.00	\$0.00
<b>Grand Total:</b>			\$2,281.00	\$5,076.00	\$15.00	\$100.00	\$1,330.00

### Violations by Date Range - 01/25/2018 - 02/24/2018

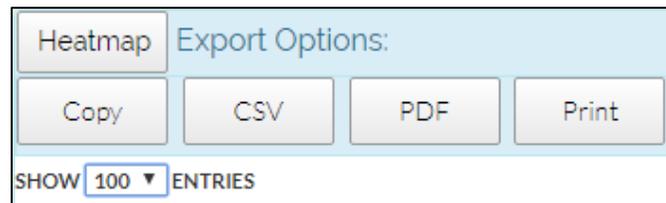
Citation Number Handwritten#	Name/Company	Location	Date / Time	Amt Due	Pd Amt	Bal Due
<b>Adjudication Tickets</b>						
C0699-000098	SPRINKLER SERVICE	107 OAK	02/13/2018 11:18 PM	\$175.00	\$0.00	\$175.00
C0699-000102	PERMIT - CONTRACT	107 OAK	02/14/2018 10:29 AM	\$0.00	\$0.00	\$0.00
<b>Violation: 10-18(a)(4).</b>		(CLASS AA OR AAA) UNLAWFULLY PERMITTED THE SALE, OFFERED FOR SALE, GAVE AWAY OR DELIVERED ANY ALCOHOLIC LIQUOR EXCEPT THAT THE SALE OF ALCOHOLIC LIQUOR IN THE ORIGINAL PACKAGE FOR CONSUMPTION OFF THE PREMISES OUTSIDE PERMITTED HOURS.				
C0699-000099	SPRINKLER SERVICE	107 OAK	02/13/2018 11:18 PM	\$0.00	\$0.00	\$0.00
C0699-000101	SPRINKLER SERVICE	107 OAK	02/13/2018 11:18 PM	\$0.00	\$0.00	\$0.00
<b>Violation: 10-24(a).</b>		UNLAWFULLY WORK IN OR ABOUT ANY PREMISE OR TO ENGAGE IN ANY WAY IN THE HANDLING, PREPARATION OR DISTRIBUTION OF SUCH LIQUOR IF THE PERSON IS AFFLICTED WITH OR IS A CARRIER OF ANY CONTAGIOUS, INFECTIOUS OR VENEREAL DISEASE.				
C0699-000100	SPRINKLER SERVICE	107 OAK	02/13/2018 11:18 PM	\$0.00	\$0.00	\$0.00
<b>Violation: 110 - 6.2.4(e)(1)</b>		VEHICLE FOR SALE IN NON RESIDENTIAL AREA				
P0699-001306	RETIRED/ILL/LOST EVIDENCE	ABERDEEN	02/13/2018 05:54 PM	\$50.00	\$0.00	\$50.00
P0699-001309	RETIRED/ILL/LOST EVIDENCE	ABERDEEN	02/19/2018 11:59 PM	\$0.00	\$0.00	\$0.00
P0699-001310	RETIRED/ILL/LOST EVIDENCE	ABERDEEN	02/20/2018 12:21 AM	\$50.00	\$0.00	\$50.00
P0699-001311	RETIRED/ILL/LOST EVIDENCE	ABERDEEN	02/20/2018 12:46 AM	\$50.00	\$10.00	\$40.00
P0699-001312	RETIRED/ILL/LOST EVIDENCE	ADAMS	02/21/2018 02:00 PM	\$0.00	\$0.00	\$0.00
<b>Violation: 110 - 6.2.4(e)(2)</b>		VEHICLE PARKED ON UNPAVED SURFACE				
P0699-001303	RETIRED/ILL/LOST EVIDENCE	ABERDEEN	02/08/2018 11:24 AM	\$50.00	\$25.00	\$25.00

### Payment Made Within Range - 01/25/2018 and 02/24/2018

Violation	Paid Date	# Tickets	Orig Fine	Final Amt Due	Reduction	Coll Fee	Net Pmt	Bal Due
<b>Category: C</b>								
59-383	02/10/2018	1	\$0.00	\$825.00	\$0.00	\$50.00	\$150.00	\$575.00
UNLAWFULLY ENGAGE IN PEDDLING/SOLICITATION ACTIVITIES WITHIN THE VILLAGE WITHOUT FIRST OBTAINING A PERMIT TO DO SO.								
							Cash Totals:	\$50.00
							Money Order Totals:	\$100.00
<b>C Totals:</b>		1	\$0.00	\$825.00	\$0.00	\$50.00	\$150.00	\$575.00
<b>Category: P</b>								
110 - 6.2.4(e)(1)	02/21/2018	1	\$50.00	\$50.00	\$0.00	\$0.00	\$10.00	\$40.00
VEHICLE FOR SALE IN NON RESIDENTIAL AREA								
110 - 6.2.4(e)(2)	02/09/2018	1	\$50.00	\$50.00	\$15.00	\$0.00	\$10.00	\$25.00
VEHICLE PARKED ON UNPAVED SURFACE								
44444	02/10/2018	1	\$25.00	\$125.00	\$0.00	\$0.00	\$10.00	\$115.00
IMPORTING VIOLATION CATEGORY P VIOLATION WITH A SET FINE AMOUNT FIXED ESCALTION								
							Cash Totals:	\$10.00
							Money Order Totals:	\$30.00
<b>P Totals:</b>		3	\$125.00	\$225.00	\$15.00	\$0.00	\$50.00	\$180.00
<b>Category: T</b>								
11.40.056/A1	02/13/2018	1	\$500.00	\$601.00	\$0.00	\$0.00	\$1.00	\$0.00
Vehicle Seizure And Impoundment/DWLS - Suspended/Revoked								
11.40.056/A1	02/21/2018	4	\$2,000.00	\$2,100.00	\$0.00	\$0.00	\$1,600.00	\$0.00
Vehicle Seizure And Impoundment/DWLS - Suspended/Revoked								
11.40.056/A10	02/21/2018	1	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00
Vehicle Seizure And Impoundment/DL Exp Greater than 1 Year								
							Cash Totals:	\$500.00
							Money Order Totals:	\$0.00
<b>T Totals:</b>		6	\$3,000.00	\$3,201.00	\$0.00	\$0.00	\$2,101.00	\$0.00
<b>Grand Totals:</b>		10	\$3,125.00	\$4,251.00	\$15.00	\$50.00	\$2,281.00	\$755.00

## **Dacra Data Exporting Capability**

Dacra has extensive data export capabilities built in that can be utilized by the system users without any programming experience. This includes comma-separated text files (CSV), Copy and Paste to Excel, PDF, and Google Maps Heatmap data. The user can just click on to the required export format:



Exports to external software systems are available. A number of interfaces have already been built for communication to external software systems via XML, our preferred export method.

There are also certain pre-formatted export files that comply with external state requirements, such as Illinois Department of Transportation Racial Profiling requirements and Illinois Comptroller's Office Debt Recovery Offset Portal (IDROP) requirements. Collections company export files are in Excel format.

Exports of citation data to be submitted to circuit courts are set up in the custom format requirements demanded by individual counties such as Cook and DuPage (IUCS/LEADER).

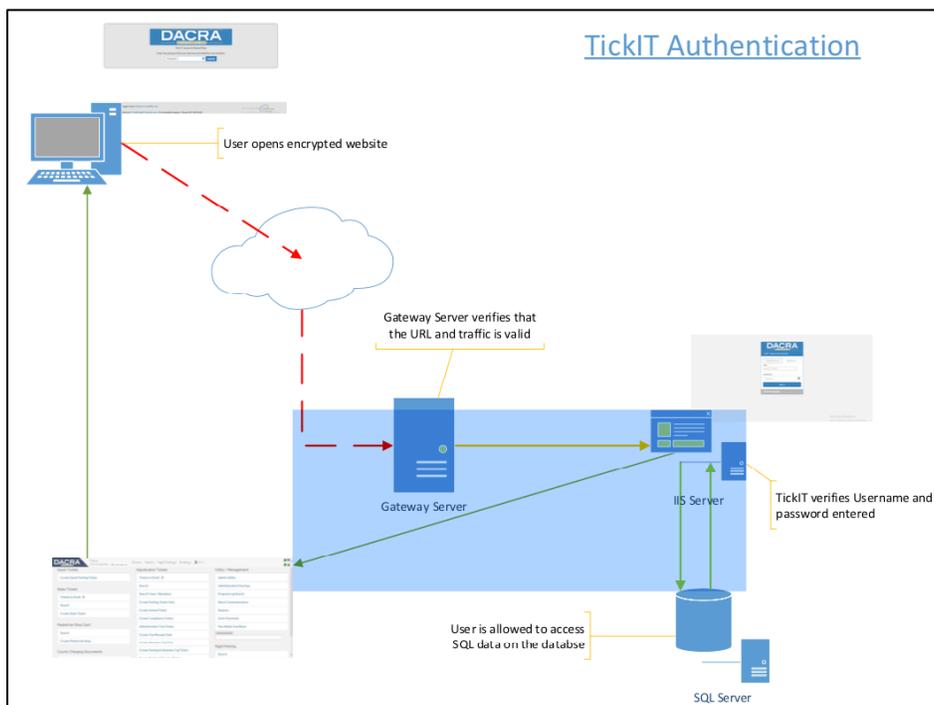
The moving violation data structure is submitted to circuit courts in either Cook County or, for all other counties, Administrative Office of the Illinois Courts (AOIC) formats.

## Dacra Municipal Enforcement Software Proposal Appendix B - Scope of Services/Technical Specifications

### **Dacra Security Architecture**

Dacra is designed for the highest levels of security and is fully compliant with the FBI's Criminal Justice Information Services (CJIS). All requirements of the latest 2017 CJIS Security Policy v5.6 are supported and exceeded. The Dacra security capabilities are modular and multi-levelled, and include extensive built-in auditing features. Security capabilities are managed at the web service level, the SQL database level, and at the application level.

*Connectivity to Dacra Web Service:* Connectivity for accessing the Dacra web service on a Microsoft IIS web service is controlled via Microsoft Active Directory and accessed via an SSL IPsec tunnel per CJIS encryption requirements. This allows for highly granular access control policies, time out restrictions, password security policies, advanced user authentication such as biometric two-factor authentication, detailed auditing, and information security event logging.



*Data Encryption:* Dacra supports encryption for the connectivity of the client to the server, called Data in Transit, as well as the server itself, called Data At Rest. The Data in Transit between the client front end and the server back end supports FIPS 140-2 certified encryption with a key of at least 128 bit strength. The Data at Rest encryption supports FIPS 197 (AES) certified encryption with at least 256 bit strength and is accomplished via Microsoft BitLocker.

*Partitioning of User Interface and Database:* The Dacra system partitions the front-end user interface from the back-end database and supports independently controlled security mechanisms at the IIS level, Active Directory service account and user level, at the SQL Server level, and internal application level containing roles and features assigned per department or user, as well as custom roles.

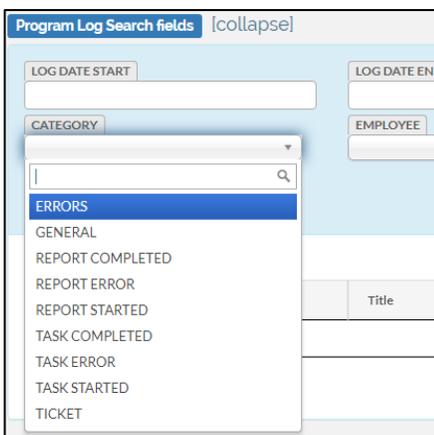
**Entity Framework Modularity:** Dacra is built with Microsoft’s .NET Entity Framework technology. This means that the front-end client (always the most vulnerable part to malware or other intrusion) does not have direct access to the SQL database itself. The Entity Framework middleware layer handles all communication between the web front end and the SQL back end, and greatly reduces vulnerability from a compromised computer workstation or advanced threats such as SQL injection attacks.

**Application User Roles:** Dacra currently has almost fifty discrete internal user application roles that govern what parts of the system a user has access to. This allows granular control of aspects such as what citations a user can create, who can modify created citations, who can accept payments, who can access what reports, who can create and send notices, and much more. These roles can be assigned to pre-defined groups such as regular police officers, code enforcement officers, hearing officers, finance staff, etc., or can be assigned to individual users (i.e. super users, administrators, etc.) as needed.

**Auditing:** Dacra has extensive built-in auditing that logs any transaction or change that has a financial or other significant impact on a citation. It logs what the change was, who the logged-in user was, date and time stamps it, and records both the old value and the new changed value. It should be noted that a citation can be placed in “void” or “non-suit” status, but not deleted from the system.

### **Dacra Logging, Auditing, and Troubleshooting Tools**

Because Dacra is built for non-stop operation in the largest customer environments, it contains extensive logging of system-wide processes, as well as error-checking, error-handling, logging, and troubleshooting tools. If the system handles the error, it instantly notifies the user about the exact problem, and allows the user to correct the cause. If it is an unhandled error, it will display the error to the user and log it to the program log. All errors logged to the program log are viewable and searchable by permissioned users and admins. These enterprise software level features allow for optimal system performance and uptime, improved training of system users, and a very high level of security.



In addition to errors, Dacra logs, tracks, and allows for searching for many system processes. This provides improved troubleshooting, verification of task completion, and performance metrics such as Report Started and Report Completed. This level of visibility into the system processes allows for easy optimization of system performance, identification of common user errors, and even errors by a particular user:

**Ticket Entry Errors by Users:**

Log Date/Time	Title	Description	Category	User	Citation #
02/22/2018 02:26 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001
02/22/2018 02:25 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001
02/22/2018 02:18 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001
02/22/2018 02:17 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001
02/22/2018 02:10 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001
02/22/2018 02:08 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001
02/22/2018 02:07 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001
02/22/2018 02:04 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001
02/22/2018 02:02 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001
02/22/2018 02:01 PM	A default AH Session was not set.	Default AH Session ID	Ticket	ITS,I	A0699-000001

### Log of All Actions by a Particular User:

Log Date/Time	Title	Description	Category
02/24/2018 02:58 PM	Reports - Payment report completed	Payment report completed	Task Completed
02/24/2018 02:58 PM	Reports - Payment report started	Payment report started	Report Started
02/24/2018 02:56 PM	Reports - OfficerActivity report completed	OfficerActivity report completed	Task Completed
02/24/2018 02:56 PM	Reports - OfficerActivity report started	OfficerActivity report started	Report Started
02/24/2018 02:50 PM	Reports - Violation report completed	Violation report completed	Task Completed
02/24/2018 02:50 PM	Reports - Violation report started	Violation report started	Report Started
02/24/2018 02:50 PM	Reports - CashReporting report completed	CashReporting report completed	Task Completed
02/24/2018 02:50 PM	Reports - CashReporting report started	CashReporting report started	Report Started
02/24/2018 02:50 PM	Reports - TicketSummaryAndDispositionByHearingOfficer report completed	TicketSummaryAndDispositionByHearingOfficer report completed	Task Completed
02/24/2018 02:50 PM	Reports - TicketSummaryAndDispositionByHearingOfficer report started	TicketSummaryAndDispositionByHearingOfficer report started	Report Started

#### Platforms supported by Dacra

Dacra is composed of a browser-based front-end client that runs on Microsoft's IIS Server. The program is browser agnostic, and has been tested to work with Google Chrome, Microsoft Edge, Apple Safari (on IOS) and Firefox. Currently, most clients prefer Google Chrome. The platforms that are supported by Dacra are Microsoft Windows (7 or higher), including touch-screen optimizations, Apple IOS (both iPad and iPhone), and Android (only extensively tested on Samsung Galaxy tablet).

#### Dacra is provided as a cloud- based solution

Dacra's cloud solution is hosted on our optimally tuned Microsoft SQL servers which are maintained by our staff for this specific environment. We are responsible for all server system licensing, security, support and maintenance, and backups. Our hosted service is CJIS compliant, our staff has undergone fingerprinting and background checks, and are LEADS certified. The cloud service complies or exceeds all specifications of the FBI 2017 CJIS Security Policy v5.6.

#### Optimal and minimum network requirements

Because Dacra is a web-based host system, the network requirements for the client workstations are minimal. The network connectivity from the client to the server should be mid-level LTE or better. On a local area network, gigabit Ethernet or better is optimum. Sub-LTE level connectivity in the field can slow photographic evidence file uploads to the server.

#### Optimal and minimum desktop/client requirements

The Dacra client is accessed via a web browser. Google Chrome is preferred, but Microsoft Edge, and Firefox all work. Windows 7 or newer operating systems work, with Windows 8.x or 10 recommended. Dacra is also supported on Microsoft Windows touch-screen Tablets with Windows 8 or newer. Apple IOS on iPad or iPhone are also supported via both Chrome and Safari web browsers.

#### Managing and Customizing Data in Dacra

Dacra employs a robust and flexible methodology for adding, changing, or customizing data, much of which can be done by the client through provided user interfaces. For example, changing the text of various notices or letters, adding or modifying street or property tables, customizing violation specific data, managing users and user groups, and more can all be done by the client's users in the Admin Utility. Furthermore, Dacra has extensive customization capability for actual processes and work flows within the system to adapt to specific client needs. These customizations become part of the source code of the system and are carried forward to all future release

versions. This innovative technology was originally developed by us for our county software systems and it has been extensively and successfully proven over the last eight years in both our county and municipal systems.

#### *Dacra capacity, performance and availability metrics*

The Dacra system is highly optimized for maximum performance and uptime. It is designed to run in a virtual infrastructure environment for high availability and ease of provisioning of RAM and disk storage. The system utilizes hyper-threading to keep user interface response in sub-second to a few seconds. The database is highly optimized with indexes and views. Dacra's proprietary technology makes database performance and backups ultra-fast. Most reports run in a matter of a couple of seconds. When a client identifies a function that takes longer than several seconds to run, we implement optimizations to increase the speed.

Our hosted Dacra systems had no unplanned downtime in the last three years. We guarantee 99.9% uptime. Dacra system updates are generally implemented quarterly. They are scheduled with the client and they typically last less than ten minutes. In the rare case when Microsoft releases critical server software updates requiring a system reboot, we will generally do that outside the quarterly schedule, and always with prior notification to the client.

#### *LEADS Interface Architecture*

We utilize our own LEADS data parser to parse the data from your current LEADS provider system file and auto-fill Dacra citation fields with it. The only data we access is the violator name, address, date of birth, driver's license number, and vehicle plate, make and model. This allows for quick and efficient citation completion. We chose to not run our own LEADS system, but utilize the existing system used by the police agency in order to accomplish two primary goals. First, since we do not directly access CJIS databases we do not create an unnecessary security exposure. Proudly, in 2017, two of our clients, Elgin and South Elgin, underwent CJIS compliance audits in 2017 and neither had concerns identified with Dacra software. Second, it gives us the flexibility to work with the police agencies preferred LEADS provider making the transition to e-citations simpler for officers. We have successfully integrated with five different LEADS providers over the years.

## **Dacra Municipal Enforcement Software Proposal**

### **Appendix B - Scope of Services/Sample Project Schedule**

*The following schedule is based on a 120 day go-live timeline with key milestones and deliverables associated indicated. This plan can be accomplished but requires dedicated effort from all key project staff to complete this project within this desired timeframe.*

#### **Step 1: Process Analysis - Month 1**

The project begins with a kickoff meeting attended by representatives from each department involved in the process. The next few weeks are spent meeting with each citation-issuing department, finance department, and IT department to identify all existing process and systems involved. Current violation, adjudication, and fine collections ordinances and processes are identified and analyzed. Any potential process or ordinance change recommendations that might improve upon the existing ones are presented.

Deliverable: Analysis of current processes, recommendations, agreement on implementation

#### **Step 2: Data Gathering - Month 1**

Concurrently with Step 1, client is provided with tools and explanations for compiling relevant data that need to be set up in the server: personnel; hearing times, dates, and locations; violation codes; municipal seal; verbiage for citations and notices; etc. Needed interfaces and connectivity methodologies are agreed upon for connectivity to external systems. Client produces all needed data for the new system.

Deliverable: Agreement on design and methodology of interfaces. Client provides required data

#### **Step 3: Test Environment - Month 2**

The Dacra system is built, configured, and tested by IT-Stability staff. Our staff imports all assembled client data and perform final internal testing. Client staff is given access to the new system and guided on testing each individual component.

Deliverables: Functioning Test environment

#### **Step 4: External System Integrations - Month 2 and 3**

During this time, external system integrations, such as connectivity to finance systems, LEADS integrations, etc., are built and tested by our team, the client's IT staff, and any relevant third-party vendor.

Deliverables: Functioning and tested interfaces between Dacra and external systems

#### **Step 5: Validation - Month 3**

All relevant documents such as citation, notices, etc. are printed from the system and provided to municipal legal counsel for review or modification. Any required verbiage modification to those documents are implemented.

Deliverables: All statutorily required processes are completed and validated

#### **Step 6: Training and Field Testing - Month 4**

Training of all staff and final field testing by officers in the field occurs. One week before going live, the test environment is migrated to the live environment, and final testing and sign-off by client staff occurs.

Deliverables: Completed testing and client sign-off for going live

#### **Step 7: Go Live! - First Of The Month Following Step 6**

Our staff is present on-site during go-live to assist with any questions or issues and coordinate offsite resources.

Deliverables: A new fully functioning Municipal Enforcement System

## **Dacra Municipal Enforcement Software Proposal**

### **Appendix B - Scope of Services/Training and Service Support**

#### **Dacra's Training Methodology**

Over the past two decades, Dacra has been successfully deployed by preparing our clients using a "Train The Trainers" approach. Based on the theory that it is best to *teach a man to fish*, we build a team of highly trained experts within the organization who serve as the foundation of functional knowledge with respect to Dacra. From cities like Elgin with populations over 100,000, to communities like Creve-Coeur with a population of 5,000, this model has been proven time and again. Our approach builds a strong internal team with capable peer support by integrating software usage instruction with the critical agency specific policies and procedure training. Throughout our dozens of deployments, we have found three keys to success in this arena 1) Select the right people to serve on this team; 2) Train them extensively; and 3) Continue to provide the super-users the necessary support to ensure the successful agency-wide use of Dacra. The process is as follows:

#### **Super-User/System Administrator Training (8 Hours)**

Eight hours of in-depth training will fully prepare your power users. This training covers all functionality areas of Dacra as well as focusing on best industry practices in municipal adjudication and violation enforcement. While this session can be accomplished in one full day, we find that our clients retain more when we split this into two 4-hour blocks.

For super-users, this is really only the formal "classroom" training. We are always available and easily accessible for any questions that may arise. We will specifically assign one member of our staff to your community to serve as front-line customer support. Not a call center. Not a random person. A member of *our* team who is specifically dedicated to making sure *your* team is fully supported throughout their training cycle and beyond.

#### **IT System Administrator Training (2 Hours)**

We will make sure your IT staff is well versed in setting up system servers where necessary, and access portal configurations and interfaces to ensure seamless operation and communication. As we use industry standard processes, this can generally be accomplished in a two-hour remote session between Dacra and municipal IT staff.

#### **Basic User Training – Field Enforcement Staff (1.5 Hours)**

Ninety-minute training sessions are generally all that is needed for your field enforcement teams, usually less for staff currently entering citations electronically. This session covers all aspects of creating citations and searching through previous violators for investigative purposes. It also focuses on best practices in documenting the violation to make a strong case. Our staff will teach the first training session, with your train-the-trainer staff observing. The second training session will be taught by your staff, with our staff in attendance for corrections or to answer questions your staff may find too difficult. Subsequent sessions are then taught by your internal staff.

#### **Basic User Training – Administrative Hearing Officer (1 Hour)**

A one-hour training session will be held to train the client's selected hearing officer or administrative law judge in utilizing the system during hearings for the efficient issuing of Findings, Dispositions, and Orders. This training also focuses on how best to document the basis for the hearing officer's decisions on cases heard in order to build a strong case in the event of a violator appeal, a key step in safeguarding violator due process.

#### **Basic User Training – Administrative Hearing Staff (3 Hours)**

There are many moving parts to a successful hearing and we have consistently found that our clients take advantage of the "new software" opportunity to refine other hearing room practices and procedures. Therefore,

in preparation for the first public hearing utilizing Dacra, we host a mock hearing that tests all aspects of effectively managing the hearing process with our software and any modified best practices that may have arisen during the deployment of such a system. This mock hearing training ensures your staff is comfortable with all aspects of hearing room management before going live with citizens.

**Ongoing Training Support (Unlimited)**

It is not enough to simply teach staff and send them on their way. To help our clients get the most out of our system, we take pride in the ongoing partnerships forged to answer best practices and process questions. This is just another reason that partnering with Dacra forms the solid foundation on which your effective municipal enforcement system is built.

As an example of this belief occurs approximately thirty-five days after the first public hearing, we will revisit your team to perform a short training session that circles back to prior training, discussing statutory procedures that arise in the final stages of violation enforcement. While Dacra software manages these items for you, (i.e. violator notices, requests to vacate defaults, assigning new hearings) it is important that your staff understands all aspects of providing violator due process accurately. This is also the time we revisit key topics of best practices for outstanding debt collection such as boot and impound programs, suspension of driver’s licenses, and sending unpaid fines to a collections vendor as well as the Illinois Debt Recovery Offset Portal (IDROP) program.

**Dacra Service Level Agreement**

While we pride ourselves on our stable software platform, issues needing support do arise from time to time. We are dedicated to providing the highest level of both technical and informational support to our clients. In order to prepare for effectively supporting and developing the Dacra system, we have spent many hours in the field, in squad cars, and offices shadowing clients to experience first-hand exactly what issues users encounter. We have attended over one hundred adjudication hearings with multiple hearing officers from the smallest communities to the second most populous county in the United States. We have sat with our clients processing citations, and just generally using our software, and that has enabled us to assemble some of the best practices in this industry. This field experience affords us the knowledge necessary to understand the challenges our users face and how to quickly troubleshoot issues.

Help desks can be frustrating to use, particularly when there is no human interaction to communicate with regarding technological issues. Due to our ideal size we have the opportunity to take a different approach to support. Our staff develop strong working relationships with your key staff who are then provided with direct access to relevant Dacra employees, via direct email and cell phone contacts so they can troubleshoot together. We believe this “help desk” format provides a higher level of support than multi-layered help desks.

As a means of formalizing our approach, standard support is included for all our clients at no extra charge during regular business hours, Monday through Friday, 8:00 am to 5:00 pm CST, via both phone and email (excluding holidays). In addition, for our hosted clients, critical server processes are monitored and supported 24/7/365. Our standard support response process:

<b>Dacra Service Request Response Matrix</b>		
<i>Priority</i>	<i>Example</i>	<i>Response Time</i>
Urgent	Dacra critical and time-sensitive component down	1 Hour
High	Technical issue impeding time-sensitive work	4 Hours
Normal	Minor issues and usage or configuration questions	Within 1 Bus. Day

Service Level Guarantee

Dacra guarantees 99.9% uptime. We can do this confidently as we have had zero unplanned downtimes throughout our time hosting clients over the past decade.

Software Upgrades

For each hosted client, we maintain a LIVE environment and a TEST environment. After internal testing by our own staff, significant updates are first deployed to the client TEST environment, where the client staff can test. Once the client approves, we schedule deployment to the LIVE environment. Software bugs in live environments are always prioritized and addressed as a high priority item.

Backup and Disaster Recovery Procedures

We utilize a robust state-of-the-art backup and disaster recovery methodology. Our off-site data center employs Microsoft’s server technologies and is fully virtualized, including redundant on-line and near-line servers. Using Hyper-V Live Migration, virtual servers can be moved at will between physical servers, so server maintenance and upgrades can occur without downtime.

Currently, we use the “3-2-1” backup methodology; three secure copies of the data, two different mediums, and one copy offsite. Three secure copies are: a) local shadow copy on the Virtual Servers, b) nightly full backup to a network SAN, and c) an encrypted offsite backup to the Servosity cloud service. We also use Servosity’s offsite retention policy; the nightly backup keeps application data for one week, the Monday backup keeps data for 6 months, and the first backup of the month keeps data for one year.

Server Backup:

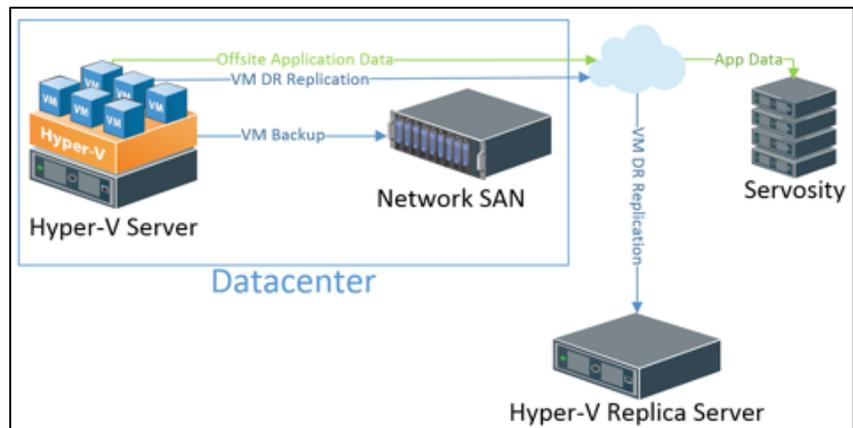
We backup the Virtual Machines themselves, e.g. the Servers that run IIS, SQL and IDS/IPS services, as well as the application data, nightly with Windows Shadow Copy, for one “local server” backup, and one “off server” backup to a network SAN. The Virtual Machine backups that are on the SAN are retained for 4 weeks. The SAN that stores the backups has a RAID 50 Array that allows for four concurrent drive failures, with use of two hot spares, before any data loss occurs.

Application Backup:

For Application Data backup we use Windows Shadow Copies within the Virtual Machine for near zero recovery time of data as well as Servosity integration with SQL Server and Windows Server to back up data offsite. The Application Data is also backed up with the nightly Virtual Machine backup to the Network SAN for separation of medium.

Disaster Recovery:

For Disaster Recovery we use Hyper-V replica to replicate the Virtual Machines Servers through a secure VPN to an offsite location that receives the current state of the Virtual Machines every 5 minutes. If our primary site fails we can spin up the Virtual Machines on the Replica Server and update DNS to point to the secondary site



## **Dacra Municipal Enforcement Software Attachment C - Illinois Compliance Affidavit**

As a condition of entering into a contract, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the Dacra Software, IT-Stability (the "Vendor"), and that all information contained in this Affidavit is true and correct in both substance and fact.

### **Section 1: TAX COMPLIANCE**

1. The undersigned on behalf of the Vendor certifies that neither the undersigned nor the entity is barred from contracting with the City because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The Vendor understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

### **Section 2: EQUAL EMPLOYMENT OPPORTUNITY**

*This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.*

In the event of the Vendor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of this contract, the Vendor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, age, physical or mental handicap unrelated to ability, unfavorable discharge from military service, ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation hereunder.

5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulation fro Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract's obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause be such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **Section 3: ILLINOIS DRUG FREE WORK PLACE ACT**

The Vendor through the undersigned will publish a statement:

1. Notifying the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place;
2. Specifying the action that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract of the City, the employee will:
  - A. Abide by the terms of the statement;
  - B. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.
4. Establish a drug free awareness program to inform employees about:
  - A. The dangers of drug abuse in the work place;
  - B. The policy of maintaining a drug-free work place;
  - C. Any available drug counseling, rehabilitation or employee assistance programs;
  - D. The penalties that may be imposed upon an employee for drug violations.

5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the City, and shall post the statement in a prominent place in the work place.
6. The undersigned will notify the City within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place shall:
  - A. Take appropriate action against such employee up to and including termination;
  - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**Section 4: SEXUAL HARASSMENT POLICY**

The undersigned on behalf of the Vendor certifies that a written sexual harassment policy pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) exists.

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal compliant process, including penalties;
5. The legal recourse, investigative and compliant process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contract the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION OF THE CONTRACT AND ARE INCORPORATED WITHIN THE TERMS OF THE CONTRACT.

SIGNATURE: 

NAME: Zlatko Koprivec

TITLE: President of IT-Stability

## Dacra Municipal Enforcement Software Corporate Overview and References

IT-Stability Systems, LLC & Dacra Governmental Systems, LLC  
Corporate offices - 1845 Grandstand Place, Suite 201 Elgin, IL 60123

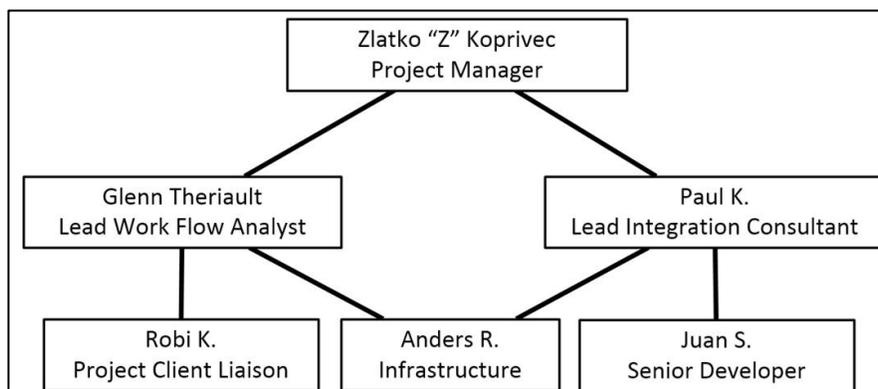
In 2012, IT-Stability Systems, LLC and its founder Zlatko Koprivec, partnered with Chaya Friedman of Dacra Computer Service, the initial developer of the first Illinois administrative adjudication software, to form Dacra Governmental Systems, LLC. While Dacra's roots go back to 1988, and IT-Stability's to 2000, it was the combined power of a database expert with a networking expert that has served as the foundation for the ever-expanding Dacra Governmental Systems.

Today, our company is 100% focused on providing effective solutions for local governments. Our products are powering over 30 systems in small communities, like Creve Coeur, a city of 5000 residents, to Cook County, the second most populous county in the United States at over 5,200,000 residents. We are a seasoned team of professionals proudly providing service continuity in these communities with no history of filings or data breaches.

IT-Stability Systems, LLC currently employs 13 full-time and part-time staff. We have attracted and retained top-notch professionals to our team with all full-time staffers having been with us for over 10 years.

Our experienced team of professionals has successfully deployed ticketing and adjudication systems in over 20 municipalities, as well as for the Cook County Department of Administrative Hearings.

### **Key Dacra/IT-Stability Staff**



*Zlatko "Z" Koprivec - Project Manager* - Zlatko "Z" Koprivec - Project Manager - Through his leadership, IT-Stability, the sole provider of Dacra, has become the foremost expert on administrative adjudication in Illinois. He has been the project lead for successfully deploying eTicketing and adjudication at Elgin, Hanover Park, Buffalo Grove, South Elgin, Pekin, Schaumburg, Sandwich, and Sycamore among other communities. Mr. Koprivec holds many industry

certifications, among them Microsoft Certified Network Engineer, IBM Certified Professional Server Expert, CompTIA Security+, and Novell Certified Netware Administrator.

*Chaya Friedman- Founder/Senior Advisor* - Ms. Friedman developed the original Dacra adjudication system and has implemented and supported it for over 20 years in multiple Chicagoland municipalities as well as Cook County Department of Administrative Hearings. Having created the first adjudication system in the state, she is a wealth of knowledge and an invaluable resource to the team. Prior to joining forces on Dacra, Ms., Friedman and Mr. Koprivec have been professional associates for over 20 years and have cooperated on dozens of client projects.

*Glenn Theriault – Lead Work Flow Analyst* – Chief Theriault spent 25 years in law enforcement with most of that time in Elgin where he formed and then headed the Department of Administrative Adjudication. As a police administrator, he oversaw multiple large-scale projects and administrative adjudication rollouts, including the implementation of Dacra Municipal Enforcement Systems. A significant portion of the functionality in Dacra is due to his development ideas while collaborating with Ms. Friedman on the Elgin Dacra implementation. He now leads the Dacra sales team and provides consulting to local municipalities seeking to implement or expand their administrative adjudication systems.

*Paul K - Lead Integration Consultant* – Paul is the technical lead and senior database architect. His 15-year IT career has focused on bridging the gaps clients face when trying to develop solutions particularly when the solutions require integration with other platforms. He has customized, optimized, and supported the Dacra database system and is thoroughly familiar with every aspect of the software. Paul has been the technical lead for Dacra implementation at Elgin, South Elgin, Buffalo Grove, Hanover Park, and Schaumburg, and has been part of the IT-Stability team for 12 years.

*Juan S - Senior Programmer* - Juan is the senior developer for Dacra systems. He has over 10 years as a programmer and developer and is responsible for development of middleware layers and overseeing front end development of the Dacra and eCitation and Adjudication systems. Juan has been part of the IT-Stability team for 10 years.

*Robi K- Project Client Liaison* - Robi works with client personnel to compile and import required data into the Dacra Municipal Enforcement System. He has supported Dacra implementations for Crystal Lake, Dolton, Hanover Park, South Elgin, Buffalo Grove, Schaumburg, and Des Plaines and performs one-on-one power user training with client staff. Robi has been with IT-Stability for over 13 years.

**THE FOLLOWING DACRA REFERENCES ARE PROVIDED FOR YOUR CONVENIENCE**

COOK COUNTY DEPARTMENT OF ADMINISTRATIVE HEARINGS – Director Marc Hamilton

118 N. Clark Street, Chicago, IL 60602

312-603-2120          Marc.Hamilton@cookcountyil.gov

Dacra Client 2012 to Current

ELGIN POLICE DEPARTMENT - Chief Ana Lalley

151 Douglas Avenue, Elgin, IL 60120

847-289-2700          Lalley\_A@cityofelgin.org

Dacra Client 2012 to Current

SCHAUMBURG POLICE DEPARTMENT – Adminstrative Manager Hiroshi Witt

1000 Schaumburg Road, Schaumburg, IL 60194

847-882-3534          Hwitt@ci.schaumburg.il.us

Dacra Client 2015 to Current

HANOVER PARK POLICE DEPARTMENT - Deputy Chief Joe Ciancio

2011 W. Lake Street, Hanover Park, IL 60133

630-823-5500          jciancio@hpil.org

Dacra Client 2013 to Current

PEKIN POLICE DEPARTMENT - Chief John Dossey

111 S. Capitol Street, Pekin, IL 61554

309-346-3132          jvdossey@ci.pekin.il.us

Dacra Client 2017 to Current

SOUTH ELGIN POLICE DEPARTMENT - Chief Jerry Krawczyk

10 N. Water Street, South Elgin, IL 60177

847-741-2151          jkrawczyk@southelgin.com

Dacra Client 2014 to Current



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 7.a

Title:

Recommendation to Award the Bids for Bid Package #3B and Interior Design Presentation for the Police Station Project

Presenter:

Peter Suhr, Jim Keegan, Riley Construction, FGM Architects

Meeting: Government Services Committee

Date: October 22, 2018

Proposed Cost: \$8,408,941

Budgeted Amount: \$8,869,196

Not Budgeted:

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

As previously discussed, the Police Station Project will be bid and constructed in four separate phases:

- ~~1. Bid Package #1 Demolition & Abatement~~
- ~~2. Bid Package #2 Building Structure & Shell~~
- ~~3. Bid Package #3A Underground Plumbing~~
- 4. Bid Package #3B – Building Finish & Interior Work**

In an attempt to stay ahead of the forthcoming cold weather, the following trade packages are being proposed for approval; General Trades, Cold Formed Metal Framing and Gypsum Assemblies, Heating, Ventilation, and Air Conditioning, Electrical, Communications, and Security, Asphalt Paving, and Site Concrete. The remaining Bid Package #3B trade Packages will be presented at a later date. We received several bids for each contract and are tracking as under budget for these specific trade packages.

In addition, FGM Architects have a presentation of the interior design for your information.

Please find below a list of anticipated project milestones that will require the Committee’s formal or informal approval:

- ~~• Schematic Design Approval February 2018~~
- ~~• Bid Package #1 Bid Award April 2018 Note: Demo & Abatement Work~~
- ~~• Design Development Approval May 2018~~
- ~~• Bid Package #2 Bid Award July 2018 Note: Structure & Shell Work~~
- ~~• Bid Package #3A Bid Award September 2018 Note: Underground Plumbing~~
- Bid Package #3B Bid Award October 2018 Note: Building Finish & Interiors**
- Construction Change Orders (In Excess of \$25K) TBD (as needed)

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

\*Riley Construction Recommendation Letter \*Riley Construction Bid Tabulation

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

Recommendation to approve the Bids for Bid Package #3B for the Police Station Project with Riley Construction in the amount of \$8,408,941



October 22<sup>nd</sup>, 2018

Mr. Peter Suhr  
Director of Public Works  
CITY OF ST. CHARLES  
Two East Main Street  
St. Charles, IL 60174

RE: Riley Construction Company, Inc. Contractor Recommendation  
Bid For BP#3B 3.0610 – General Trades  
Bid For BP#3B 3.0929 – Cold Formed Metal Framing and Gypsum Assemblies  
Bid For BP#3B 3.2300 – Heating, Ventilation, and Air Conditioning  
Bid For BP#3B 3.2600 – Electrical, Communications, and Security  
Bid For BP#3B 3.3210 – Asphalt Paving  
Bid For BP#3B 3.3213 – Site Concrete

Mr. Suhr:

On behalf of Riley Construction Company, Inc., we are recommending the following awards for the Police Station Project:

CONTRACT	CONTRACTOR	CONTRACT VALUE
3.0610 – General Trades	Hargrave Builders	\$1,978,370.00
3.0929 – Cold Formed Metal Framing and Gypsum Assemblies	DBM Services	\$843,300.00
3.2300 – Heating, Ventilation, and Air Conditioning	Mechanical Inc.	\$1,861,500.00
3.2600 – Electrical, Communications, and Security	Kellenberger Electric	\$2,919,690.00
3.3210 – Asphalt Paving	Chadwick Contracting	\$518,196.00
3.3213 – Site Concrete	Abbey Paving	\$287,885.00
	<b>Total Request For Approval</b>	<b>\$8,408,941</b>

Please refer to the attached bid summary for a detailed breakdown of costs and inclusions.

Sincerely,

**RILEY CONSTRUCTION COMPANY, INC.**

Dan Sullivan  
Project Executive

**CHICAGO**

926 North Shore Drive  
Lake Bluff, IL 60044

P (847) 457.3909  
F (847) 457.3916  
[rileycon.com](http://rileycon.com)

Let us make  
*your job easier.*<sup>™</sup>

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**Project:** St. Charles Police Station  
**Location:** 1515 W. Main Street St. Charles IL 60174  
**Owner:** City of St. Charles  
**Architect:** FGM Architects  
**Budget Value:** \$ 1,614,440  
**Pre-Award Date:**  
**Attendees:**

**Bid Package #:** 3.0610  
**Description:** General Trades  
**Bid Due Date:** October 9, 2018  
**Bid Due Time:** 2pm

	Riley	Hargrave Builders						
<b>SCOPE DESCRIPTION</b>	<b>CONTRACTOR</b>							
<b>Base Bid</b>	\$ 2,270,954.00	\$ 1,963,450.00						
Wall Covering WC-5	-	\$ 2,500.00						
Window Blind Supports	-	\$ 3,500.00						
<b>Subtotal</b>	\$ 2,270,954.00	\$ 1,969,450.00						
SCPD/RCCI App'd (Y/N)	Y	Y						
Prequalification Form (Y/N)	Y	Y						
Ins. Exp. Modifier (#)	Y	Y						
Ackn. Schedule (Y/N)	Y	Y						
Addenda (#, Y/N)	Y	Y						
Labor Rates (Y/N)	Y	Y						
Unit Prices (Y/N)	Y	Y						
Bid Bond (Y/N)	Y	Y						
ALT 1 P&P Bond (Y/N) (Alternate)	\$ 18,100.00	\$ 16,000.00						
ALT 2 Vol Alts - Detention Toilet								
Accessories	-	\$ 2,920.00						
ALT 2 Vol Alts - Trash Chute	-	\$ 6,000.00						
ALT 2 Vol Alts - Tornado Coiling								
Door as McKeon vs Specified Cookson	-	\$ (15,000.00)						
ALT 2 Vol Alts - Delete Generator Enclosure	-	\$ (105,000.00)						
ALT 2 Vol Alts - Signage Variations	-	Review with FGM						
ALT 1 Stormwater Native Plugs	-	-						
ALT 2 Swale native Plugs	-	-						
ALT 3 High Speed Doors	\$ (40,200.00)	\$ (33,000.00)						
ALT 4 Lobby 201 Flooring	-	-						
ALT 5 Room 173 & 174 Flooring	-	-						
ALT 6 Room 179 Flooring	-	-						
ALT 7 Sallyport 196 Flooring	-	-						
ALT 8 Stair Wall Finishes	-	-						
ALT 9 Transfer Switches	-	-						
Delivery (Y/N)	Y	Y						
Sales Tax (Y/N)	Y	Y						
Union (Y/N)	Y	Y						
Pre-Bid Meeting (Y/N)	Y	Y						
Site Walk-Thru (Y/N)	Y	Y						
Post-Bid Interview (Y/N)	Y	Y						
Notes/Comments	None	None						
<b>Total:</b>	\$ 2,270,954.00	\$ 1,978,370.00						

<b>Recommended Value:</b>	\$ 1,978,370.00
<b>Recommended Award:</b>	Hargrave Builders
<b>Variance from Budget:</b>	\$ 363,930.00



**Project:** St. Charles Police Station  
**Location:** 1515 W. Main Street St. Charles IL 60174  
**Owner:** City of St. Charles  
**Architect:** FGM Architects  
**Budget Value:** \$ 1,083,576  
**Pre-Award Date:** \_\_\_\_\_  
**Attendees:** \_\_\_\_\_

**Bid Package #:** 3.0929  
**Description:** Cold Formed Metal Framing and Gypsum Assemblies  
**Bid Due Date:** October 9, 2018  
**Bid Due Time:** 2pm

	LJ Morse	DBM Services	JP Phillips	Heitkotter						
<b>SCOPE DESCRIPTION</b>	<b>CONTRACTOR</b>									
<b>Base Bid</b>	\$ 860,625.00	\$ 843,300.00	\$ 918,400.00	\$ 862,665.00						
<b>Subtotal</b>	\$ 860,625.00	\$ 843,300.00	\$ 918,400.00	\$ 862,665.00						
SCPD/RCCI App'd (Y/N)	-	Y	-	-						
Prequalification Form (Y/N)	-	Y	-	-						
Ins. Exp. Modifier (#)	-	Y	-	-						
Ackn. Schedule (Y/N)	-	Y	-	-						
Addenda (#, Y/N)	Y	Y	Y	Y						
Labor Rates (Y/N)	Y	Y	Y	Y						
Unit Prices (Y/N)	Y	Y	Y	Y						
Bid Bond (Y/N)	Y	Y	Y	Y						
ALT 1 P&P Bond (Y/N) (Alternate)	\$ 8,606.00	\$ 13,000.00	\$ 10,840.00	\$ 10,210.00						
ALT 2 Vol Alts	-	-	\$ (20,000.00)	-						
ALT 1 Stormwater Native Plugs	-	-	-	-						
ALT 2 Swale native Plugs	-	-	-	-						
ALT 3 High Speed Doors	-	-	-	-						
ALT 4 Lobby 201 Flooring	-	-	-	-						
ALT 5 Room 173 & 174 Flooring	-	-	-	-						
ALT 6 Room 179 Flooring	-	-	-	-						
ALT 7 Sallyport 196 Flooring	-	-	-	-						
ALT 8 Stair Wall Finishes	\$ 2,180.00	N/A	\$ 600.00	N/A						
ALT 9 Transfer Switches	-	-	-	-						
Delivery (Y/N)	-	Y	-	-						
Sales Tax (Y/N)	-	N	-	-						
Union (Y/N)	-	Y	-	-						
Pre-Bid Meeting (Y/N)	-	Y	-	-						
Site Walk-Thru (Y/N)	-	Y	-	-						
Post-Bid Interview (Y/N)	-	Y	-	-						
Notes/Comments	-	None	-	-						
<b>Total:</b>	\$ 860,625.00	\$ 843,300.00	\$ 918,400.00	\$ 862,665.00						

**Recommended Value:** \$ 843,300.00  
**Recommended Award:** DBM Services  
**Variance from Budget:** \$ (240,276.00)



Project: St. Charles Police Station  
 Location: 1515 W. Main Street St. Chales IL 60174  
 Owner: City of St. Charles  
 Architect: FGM Architects  
 Budget Value: \$ 2,091,422  
 Pre-Award Date:  
 Attendees:

Bid Package #: 3.2300  
 Description: Heating, Ventilation, and Air Conditioning  
 Bid Due Date: October 9, 2018  
 Bid Due Time: 2pm

	C. Acitelli HVAC	Denning Inc.	Dodson Mechanical	F.E. Moran	Commercial Mechanical Inc	Mechanical Inc	MG Mechanical	National Heat & Power	Flo-Tech Mechanical	Oakbrook Mechanical Services	Mechanical Concepts of IL
<b>SCOPE DESCRIPTION</b>	<b>CONTRACTOR</b>										
Base Bid	\$ 2,100,000	\$ 1,690,000	\$ 1,983,000	\$ 2,085,000	\$ 2,000,000	\$ 1,855,000	\$ 2,174,109	\$ 1,962,700	\$ 1,993,000	\$ 2,041,000	\$ 1,882,000
Post Bid Updated Mechanical Drawings	-	-	-	-	-	\$ 6,500	-	-	-	-	\$ 3,744
<b>Subtotal</b>	<b>\$ 2,100,000</b>	<b>\$ 1,690,000</b>	<b>\$ 1,983,000</b>	<b>\$ 2,085,000</b>	<b>\$ 2,000,000</b>	<b>\$ 1,861,500</b>	<b>\$ 2,174,109</b>	<b>\$ 1,962,700</b>	<b>\$ 1,993,000</b>	<b>\$ 2,041,000</b>	<b>\$ 1,885,744</b>
SCPD/RCCI App'd (Y/N)	-	-	-	-	-	Y	-	-	-	-	Y
Prequalification Form (Y/N)	-	-	-	-	-	Y	-	-	-	-	Y
Ins. Exp. Modifier (#)	-	-	-	-	-	Y	-	-	-	-	Y
Ackn. Schedule (Y/N)	-	-	-	-	-	Y	-	-	-	-	Y
Addenda (#, Y/N)	Y	No	Y	Y	Y	Y	Y	-	Y	AD 1 only	Y
Labor Rates (Y/N)	-	-	-	-	-	Y	-	-	-	-	Y
Unit Prices (Y/N)	-	-	-	-	-	Y	-	-	-	-	Y
Bid Bond (Y/N)	Y	No	Y	Y	Y	Y	Y	-	Y	Y	Y
ALT 1 P&P Bond (Y/N) (Alternate)	\$ 15,144.00	NOT PROVIDED	\$ 20,000.00	\$ 14,486.00	\$ 18,200.00	\$ 12,205.00	\$ 18,000.00	\$ 21,197.00	\$ 32,000.00	\$ 26,000.00	\$ 26,800.00
ALT 2 Vol Alts - Greenheck & Price	-	-	-	-	-	-	\$ 2,500.00	-	-	-	\$ (17,000.00)
ALT 2 Vol Alts - T & B	-	-	-	-	-	\$ (35,000.00)	-	\$ (43,000.00)	\$ (50,000.00)	-	\$ (51,350.00)
ALT 1 Stormwater Native Plugs	-	-	-	-	-	-	-	-	-	-	-
ALT 2 Swale native Plugs	-	-	-	-	-	-	-	-	-	-	-
ALT 3 High Speed Doors	-	-	-	-	-	-	-	-	-	-	-
ALT 4 Lobby 201 Flooring	-	-	-	-	-	-	-	-	-	-	-
ALT 5 Room 173 & 174 Flooring	-	-	-	-	-	-	-	-	-	-	-
ALT 6 Room 179 Flooring	-	-	-	-	-	-	-	-	-	-	-
ALT 7 Sallyport 196 Flooring	-	-	-	-	-	-	-	-	-	-	-
ALT 8 Stair Wall Finishes	-	-	-	-	-	-	-	-	-	-	-
ALT 9 Transfer Switches	-	-	-	-	-	-	-	-	-	-	-
Delivery (Y/N)	-	-	-	-	-	-	-	-	-	-	-
Sales Tax (Y/N)	-	-	-	-	-	-	-	-	-	-	-
Union (Y/N)	-	-	-	-	-	-	-	-	-	-	-
Pre-Bid Meeting (Y/N)	-	-	-	-	-	-	-	-	-	-	-
Site Walk-Thru (Y/N)	-	-	-	-	-	-	-	-	-	-	-
Post-Bid Interview (Y/N)	-	-	-	-	-	-	-	-	-	-	-
Notes/Comments	-	Not Considered a Responsible Bid - Incomplete Bid	-	-	-	-	-	-	-	-	-
<b>Total:</b>	<b>\$ 2,100,000.00</b>	<b>Non-Responsible Bidder</b>	<b>\$ 1,983,000.00</b>	<b>\$ 2,085,000.00</b>	<b>\$ 2,000,000.00</b>	<b>\$ 1,861,500.00</b>	<b>\$ 2,174,109.00</b>	<b>\$ 1,962,700.00</b>	<b>\$ 1,993,000.00</b>	<b>\$ 2,041,000.00</b>	<b>\$ 1,885,744.00</b>

**Recommended Value: \$ 1,861,500.00**  
**Recommended Award: Mechanical Inc**  
**Variance from Budget: \$ (229,922.00)**

**Project:** St. Charles Police Station  
**Location:** 1515 W. Main Street St. Chales IL 60174  
**Owner:** City of St. Chalres  
**Architect:** FGM Architects  
**Budget Value:** \$ 3,248,421  
**Pre-Award Date:**  
**Attendees:**

**Bid Package #:** 3.2600  
**Description:** Electrical, Communications,  
and Security  
**Bid Due Date:** October 9, 2018  
**Bid Due Time:** 2pm

	Ashburn Power	JB Contracting	Kellenberger Electric	McWilliams Electric	Fitzgeralds Electric	Morse Electric	Valley Electric	Public Electric
<b>SCOPE DESCRIPTION</b>	<b>CONTRACTOR</b>							
<b>Base Bid</b>	\$ 3,487,900.00	\$ 3,354,826.00	\$ 2,919,690.00	\$ 3,714,600.00	\$ 3,197,300.00	\$ 3,485,000.00	\$ 3,136,200.00	\$ 3,189,490.00
<b>Subtotal</b>	\$ 3,487,900.00	\$ 3,354,826.00	\$ 2,919,690.00	\$ 3,714,600.00	\$ 3,197,300.00	\$ 3,485,000.00	\$ 3,136,200.00	\$ 3,189,490.00
SCPD/RCCI Appv'd (Y/N)	-	-	Y	-	-	-	-	-
Prequalification Form (Y/N)	-	-	Y	-	-	-	-	-
Ins. Exp. Modifier (#)	-	-	Y	-	-	-	-	-
Ackn. Schedule (Y/N)	-	-	Y	-	-	-	Y	Y
Addenda (#, Y/N)	Y	Y	Y	Y	Y	Y	Y	Y
Labor Rates (Y/N)	-	-	Y	-	-	-	Y	Y
Unit Prices (Y/N)	-	-	Y	-	-	-	Y	Y
Bid Bond (Y/N)	Y	Y	Y	Y	Y	Y	Y	Y
ALT 1 P&P Bond (Y/N) (Alternate)	\$ 33,490.00	\$ 26,830.00	\$ 28,995.00	\$ 37,146.00	\$ 32,000.00	\$ 25,250.00	\$ 46,348.00	\$ 31,900.00
ALT 2 Vol Alts - Alternate Light Fixture Manufacturer (P & G)	-	-	\$ (60,000.00)	-	-	-	-	Several 30-60k
ALT 2 Vol Alts - Level 2 Generator sound enclosure	-	-	\$ 3,800.00	-	-	-	-	-
ALT 2 Vol Alts - Light Poles	-	-	Approx (\$15K)	-	-	-	-	-
ALT 1 Stormwater Native Plugs	-	-	-	-	-	-	-	-
ALT 2 Swale native Plugs	-	-	-	-	-	-	-	-
ALT 3 High Speed Doors	-	-	-	-	-	-	-	-
ALT 4 Lobby 201 Flooring	-	-	-	-	-	-	-	-
ALT 5 Room 173 & 174 Flooring	-	-	-	-	-	-	-	-
ALT 6 Room 179 Flooring	-	-	-	-	-	-	-	-
ALT 7 Sallyport 196 Flooring	-	-	-	-	-	-	-	-
ALT 8 Stair Wall Finishes	-	-	-	-	-	-	-	-
ALT 9 Transfer Switches	\$ 24,780.00	\$ 22,123.00	\$ 89,945.00	\$ 25,284.00	\$ 24,000.00	\$ (50,000.00)	\$ (71,000.00)	\$ 21,500.00
Union (Y/N)	-	-	Y	-	-	-	Y	-
Pre-Bid Meeting (Y/N)	-	-	Y	-	-	-	Y	-
Site Walk-Thru (Y/N)	-	-	Y	-	-	-	Y	-
Post-Bid Interview (Y/N)	-	-	Y	-	-	-	Y	-
Notes/Comments	-	-	None	-	-	-	None	-
<b>Total:</b>	\$ 3,487,900	\$ 3,354,826	\$ 2,919,690	\$ 3,714,600	\$ 3,197,300	\$ 3,485,000	\$ 3,136,200	\$ 3,189,490

**Recommended Value: \$ 2,919,690.00**

**Recommended Award: Kellenberger Electric**

**Variance from Budget: \$ 328,731.00**

Project: St. Charles Police Station  
 Location: 1515 W. Main Street St. Chales IL 60174  
 Owner: City of St. Chales  
 Architect: FGM Architects  
 Budget Value: \$ 551,806  
 Pre-Award Date:  
 Attendees:

Bid Package #: 3.3210  
 Description: Asphalt Paving  
 Bid Due Date: October 9, 2018  
 Bid Due Time: 2pm

	Abbey Paving	J&R 1st In Asphalt Inc.	Scroeder Asphalt	Chadwick Contracting						
SCOPE DESCRIPTION	CONTRACTOR									
Base Bid	\$ 536,000.00	\$ 532,250.00	\$ 508,500.00	\$ 499,800.00						
<b>Subtotal</b>	<b>\$ 536,000.00</b>	<b>\$ 532,250.00</b>	<b>\$ 508,500.00</b>	<b>\$ 499,800.00</b>						
SCPD/RCCI Appv'd (Y/N)	-	-	-	Y						
Prequalification Form (Y/N)	-	-	-	Y						
Ins. Exp. Modifier (#)	-	-	-	Y						
Ackn. Schedule (Y/N)	-	-	-	Y						
Addenda (#, Y/N)	Y	Y	Y	Y						
Labor Rates (Y/N)	-	-	-	Y						
Unit Prices (Y/N)	-	-	-	Y						
Bid Bond (Y/N)	Y	Y	Y	Y						
ALT 1 P&P Bond (Y/N) (Alternate)	\$ 5,895.00	\$ 7,480.00	\$ 4,500.00	\$ 6,500.00						
ALT 2 Vol Alts Patching - Actual Conditions (YES)	\$ 9,580.00	\$ 12,796.00	\$ 12,796.00	\$ 12,796.00						
ALT 2 Vol Alts - Binder/Surface Separated - Clean/prep	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00						
ALT 2 Vol Alts - Recycled paving	-	-	-	\$ (10,000.00)						
ALT 2 Vol Alts - Reduce patching thickness (NO)	-	-	\$ (26,319.00)	-						
ALT 1 Stormwater Native Plugs	-	-	-	-						
ALT 2 Swale native Plugs	-	-	-	-						
ALT 3 High Speed Doors	-	-	-	-						
ALT 4 Lobby 201 Flooring	-	-	-	-						
ALT 5 Room 173 & 174 Flooring	-	-	-	-						
ALT 6 Room 179 Flooring	-	-	-	-						
ALT 7 Sallyport 196 Flooring	-	-	-	-						
ALT 8 Stair Wall Finishes	-	-	-	-						
ALT 9 Transfer Switches	-	-	-	-						
Union (Y/N)	-	-	-	Y						
Pre-Bid Meeting (Y/N)	-	-	-	Y						
Site Walk-Thru (Y/N)	-	-	-	Y						
Post-Bid Interview (Y/N)	-	-	-	Y						
Notes/Comments	-	-	-	Onsite Review of Patching Completed						
<b>Total:</b>	<b>\$ 536,000.00</b>	<b>\$ 532,250.00</b>	<b>\$ 526,896.00</b>	<b>\$ 518,196.00</b>						

**Recommended Value: \$ 518,196.00**

**Recommended Award: Chadwick Contracting**

**Variance from Budget: \$ 33,610.00**



**Project:** St. Charles Police Station  
**Location:** 1515 W. Main Street St. Chales IL 60174  
**Owner:** City of St. Chales  
**Architect:** FGM Architects  
**Budget Value:** \$ 279,531  
**Pre-Award Date:**  
**Attendees:**

**Bid Package #:** 3.3213  
**Description:** Site Concrete  
**Bid Due Date:** October 9, 2018  
**Bid Due Time:** 2pm

SCOPE DESCRIPTION	CONTRACTOR	
<b>Base Bid</b>	\$ 307,890.00	\$ 272,210.00
Bollards	\$ -	\$ 4,500.00
<b>Subtotal</b>	<b>\$ 307,890.00</b>	<b>\$ 276,710.00</b>
SCPD/RCCI Appv'd (Y/N)	Y	Y
Prequalification Form (Y/N)	Y	Y
Ins. Exp. Modifier (#)	Y	Y
Ackn. Schedule (Y/N)	Y	Y
Addenda (#, Y/N)	Y	Y
Labor Rates (Y/N)	Y	Y
Unit Prices (Y/N)	Y	Y
Bid Bond (Y/N)	Y	Y
ALT 1 P&P Bond (Y/N) (Alternate)	\$ 4,065.00	\$ 2,995.00
ALT 2 Vol Alts - Paving Patch (YES)	Included	\$ 6,630.00
ALT 2 Vol Alts - Additional Curbs at south parking	\$ 4,132.00	\$ 2,595.00
ALT 2 Vol Alts - Site Investigation - Offsite Utility Patching	\$ 1,950.00	\$ 1,950.00
ALT 2 Vol Alts - Flagpole Bases	\$ (2,700.00)	\$ -
ALT 2 Vol Alts - Combine Asphalt & Concrete	\$ (10,000.00)	\$ -
ALT 1 Stormwater Native Plugs	\$ -	\$ -
ALT 2 Swale native Plugs	\$ -	\$ -
ALT 3 High Speed Doors	\$ -	\$ -
ALT 4 Lobby 201 Flooring	\$ -	\$ -
ALT 5 Room 173 & 174 Flooring	\$ -	\$ -
ALT 6 Room 179 Flooring	\$ -	\$ -
ALT 7 Sallyport 196 Flooring	\$ -	\$ -
ALT 8 Stair Wall Finishes	\$ -	\$ -
ALT 9 Transfer Switches	\$ -	\$ -
Union (Y/N)	Y	Y
Pre-Bid Meeting (Y/N)	Y	Y
Site Walk-Thru (Y/N)	Y	Y
Post-Bid Interview (Y/N)	Y	Y
Notes/Comments	Onsite Review of Patching Completed	\$ -
<b>Total:</b>	<b>\$ 301,272.00</b>	<b>\$ 287,885.00</b>

**Recommended Value: \$ 287,885.00**

**Recommended Award: Abbey Paving**

**Variance from Budget: \$ 8,354.00**



Pete Suhr  
City of St Charles  
2 E. Main St  
St Charles, IL 60174  
630-377-4405  
[psuhr@stcharlesil.gov](mailto:psuhr@stcharlesil.gov)

10/19/18

Re: 107-109 E Main Exterior Renovations

Pete,

We propose to furnish all labor and material required for a complete project per permit submittal plans dated 8/31/18 and the following scope.

Scope of Work:

1. Asphalt demo and excavation for rear ramp and drain tile
2. Rear concrete ramp with drain tile to interior sump pit
3. Remove front entrance ramp & replace with ADA compliant ramp
4. PVC line from interior sump pit to existing storm sewer in courtyard
5. Asphalt patching in rear courtyard
6. Painted steel guardrails and hand railings at rear ramp and basement stairs
7. Floor infills at front display areas to be removed
8. Infill rear basement windows with block & matching stone
9. Rear elevation LP board window infills
10. Furnish & install new Andersen E Series aluminum clad wood windows & doors
11. Framing & LP board above front curtain wall windows
12. New aluminum curtain wall windows & storefront entrance
13. Replace copper roofs at front bay windows
14. Repair & paint metal facing at bay windows
15. Paint brick below curtain wall windows
16. We include a \$10,000 allowance for brick tuck-pointing

Clarifications:

- We exclude any permit and inspection fees
- We exclude bedrock excavation if required
- We exclude winter conditions and temp heating
- We exclude unforeseen conditions & additional architect or engineer visits for inspections
- We exclude civil engineering and any changes resulting from City Engineering Department
- Any additional work will be cost of work plus 12% and additional time for estimating
- We include \$1,200 for a builders risk policy

**Total - \$354,000.00**

Alternate deduct for rear ramp, drain tile, connection to courtyard storm sewer and basement window infills : **Deduct \$68,000**

Alternate Phase 1A

Tuck-point masonry North elevation, furnish & install windows North elevation 2<sup>nd</sup> floor, replace bay window copper roofs, repair bay windows missing details & paint north elevation

**Phase 1A \$105,920**

We appreciate the opportunity. Please do not hesitate to contact me with questions we look forward to working with you on this project.

Respectfully,



Dennis Tynan

Schramm Construction Corporation



**107-109 E Main Phase 1A - Partial North Renovation**

Description	Cost	# Bids	Bid Range
Tuckpointing allowance	\$9,920.00	3	\$9,290 - \$18,850
Windows R&R	\$7,400.00	2	\$7,400 - 8,140
Wood trim repairs	\$1,280.00		SCC Budget
Temp enclosures	\$3,800.00		SCC Budget
Windows Material	\$10,500.00	1	\$10,500
Replace copper roofs & repair bay window details	\$18,225.00	2	\$13,850 - \$18,225
Caulking	\$3,500.00		SCC Budget
Paint north elevation	\$8,550.00	3	\$8,550 - \$9,650
Scaffolding	\$9,860.00	1	\$9,860
Subtotal	\$73,035.00		
General Conditions	\$16,300.00		
bond	\$1,200.00		
OH&P	12%		\$10,864.20
Project Total	\$101,399.20		
Insurance	1.50%		\$1,520.99
Contingency	\$3,000.00		
<b>Total</b>	<b>\$105,920.19</b>		



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 7.c

Title:

Presentation of Water Supply Component of Water Utility Master Plan

Presenter:

Chris Adesso

Meeting: Government Services Committee

Date: October 22, 2018

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

The Environmental Services Division of the Public Works Department as part of its long range utility planning and out year capital expenditure plan had budgeted for a consultant to prepare a comprehensive Water Utility Master Plan document in FY 18/19. An overview of the Master Plan was presented to the Committee at the August 2018 Government Services Committee meeting. As suggested in August of 2018, staff has identified a need to convey additional information to the Committee on the topic of the City's Water Supply as it relates to meeting anticipate future demands.

A presentation of the Water Supply Component of the Water Utility Master Plan will consist of the following items:

- Water Supply Background
- Current Water Production
- Future Production Needs
- Options to Meet Water Production Needs
- Water Treatment Needs
- Next Steps
- Questions

**Attachments** (please list):

None

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

Staff seeks Committee's feedback



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 7.d

Title: Recommendation to Approve Agreement Authorizing Grant Acceptance – IEPA Section 319 Grant for the 7<sup>th</sup> Avenue Creek Project

Presenter: Ken Jay

Meeting: Government Services Committee

Date: October 22, 2018

Proposed Cost: n/a

Budgeted Amount: n/a

Not Budgeted:

In 2017, the City applied for a grant through the Illinois Environmental Protection Agency (IEPA) Section 319 program for the first phase of the 7<sup>th</sup> Avenue Creek project, which spans from Washington Avenue to S. 10<sup>th</sup> Avenue. The IEPA 319 Grant funding can be applied toward the greenway/water quality portion of the project.

The IEPA approved \$1,210,600 in funding for the 7<sup>th</sup> Ave. Creek Project (Phase 1) in September 2018. Phase 1 design would begin upon grant acceptance, with construction planned for 2021. City obligations for Phase 1 are estimated to be 4.6 million dollars, spread over 4 fiscal years.

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

\* Draft agreement for IEPA 319 Funding

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

Recommendation to proceed with acceptance of the IEPA 319 Grant and Phase 1 of the 7<sup>th</sup> Avenue Creek project.

INTER-GOVERNMENTAL AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
AND  
CITY OF ST. CHARLES

7TH AVENUE CREEK STREAM RESTORATION PROJECT

The Illinois Environmental Protection Agency (Grantor), with its principal office at 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276, and City of St. Charles (Grantee), with its principal office at 2 East Main Street, St. Charles, Illinois 60174-1984 and payment address (if different than principal office) at (same), hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS  
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 074579608 is Grantee's correct DUNS number, that 366006090 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one)  shall not exceed or  are estimated to be **\$1,210,600.00**, of which **\$1,210,600.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **C999520018**, the Federal awarding agency is the United States Environmental Protection Agency, and the Federal Award date is **\_\_\_\_\_**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Nonpoint Source Implementation Grants and Number is 66.460. The Catalog of State Financial Assistance (CSFA) Number is 532-60-0378. The State Award Identification Number is **\_\_\_\_\_**.

1.4. Term. This Agreement shall be effective on **September 1, 2018** and shall expire on **August 31, 2020**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Environmental Protection Agency**

**City of St. Charles**

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

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

Signature of Alec Messina, Director

Signature of Authorized Representative

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

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

Signature of Designee

Printed Name: Karen Young

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

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

Printed Title: Assistant Director of Public Works – Eng.

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

E-mail: [kryoung@stcharlesil.gov](mailto:kryoung@stcharlesil.gov)

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

Signature of Courtney L. Bott, Chief Financial Officer

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

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

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

Other Approver

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

Signature of John Kim, General Counsel

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

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

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

Second Other Approver

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

#### ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**  
**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that

require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- (d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
- (e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- (f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- (g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

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

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX  
CRIMINAL DISCLOSURE**

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X  
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI  
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

### ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

- (c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.
- (d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.
- (e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.
- (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

#### **ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent

on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

#### **ARTICLE XV AUDIT REQUIREMENTS**

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. **Audit Requirements.**

(a) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

**ARTICLE XVI  
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor

policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;  
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status,

Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### **ARTICLE XIX STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

#### **ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI  
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI  
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to

Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

This project will stabilize 4,082 linear feet of streambank along 7<sup>th</sup> Avenue Creek, a tributary of the Fox River (IL\_DT-58), located in St. Charles, Illinois. To stabilize both banks of a 2,041-foot segment (Reaches 3, 5, & 6) of 7<sup>th</sup> Avenue Creek north of Washington Avenue, a two-stage ditch will be installed along with twelve (12) rock riffle grade control structures, nine (9) stream meanders, and native vegetation. A 4.9-acre urban filter strip of native vegetation will also be planted adjacent to the stream. The project also includes two (2) educational signs to educate residents about the project and its water quality and related benefits.

- **OUTPUTS:**
  - 4,082 linear feet of streambank stabilization.
  - 4.9-acres of urban filter strip.
  - 2 educational signs.
  
- **OUTCOMES:**
  - Water quality protection of 7<sup>th</sup> Avenue Creek and restoration of the Fox River (IL\_DT-58).
  - Reduced annual pollutant loadings of approximately 277 tons of sediment, 17,758 lbs of total suspended solids, 256 lbs of phosphorus, and 652 lbs of nitrogen.

EXHIBIT B

**DELIVERABLES OR MILESTONES**

<u>Description</u>	<u>Completion Date</u>
DESIGN SPECIFICATIONS	
1. Draft Design Specifications	February 1, 2019 <b>February 2020</b>
Final Design Specifications	April 1, 2019 <b>December 2020</b>
PERMITS & LANDOWNER AGREEMENTS	
2. Draft Permits and Landowner Agreements	February 1, 2019 <b>February 2020</b>
Final Permits and Landowner Agreements	April 1, 2019 <b>December 2020</b>
DESIGN IMPLEMENTATION	
3. Design Implementation	June 1, 2020 <b>October 1, 2021</b>
Photographic Documentation of Construction	July 1, 2020 <b>October 15, 2021</b>
INTERPRETIVE SIGNAGE	
4. Plan for Educational Signs	April 1, 2020 <b>December 1, 2020</b>
Install Educational Signs	June 1, 2020 <b>February 1, 2021</b>
PROJECT EVALUATION & REPORT	
5. Draft Report	July 1, 2020 <b>October 15, 2021</b>
Final Report	August 31, 2020 <b>November 1, 2021</b>
OTHER DIRECTED ACTIVITIES	
7. Sign Designs	April 1, 2019 <b>December 1, 2020</b>
Install Signs	June 1, 2020 <b>February 1, 2021</b>
8. Draft O & M Plan	April 1, 2019 <b>December 1, 2020</b>
Final O & M Plan	July 1, 2020 <b>October 15, 2021</b>

**EXHIBIT C**

**PAYMENT**

The Grantee shall receive \$1,210,600.00 under this Agreement.

<b>TOTAL PROJECT COST:</b>	<b>\$ 2,017,667.00</b>	<b>0</b>
<b>Grantor Share:</b>	<b>\$ 1,210,600.00</b>	<b>60% of Total project cost</b>
<b>Grantee Share:</b>	<b>\$ 807,067.00</b>	<b>40% of Total Project cost</b>

Enter specific terms of payment here:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an **Attachment 1**.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency  
Attention: Fiscal Service  
[EPA.FiscalServ@Illinois.gov](mailto:EPA.FiscalServ@Illinois.gov)  
Mail Code #2  
P.O. Box 19276  
Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit E of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports.

The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit E (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

EXHIBIT D

CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Scott Ristau

Title: Environmental Protection Specialist

Address: Illinois Environmental Protection Agency  
Bureau of Water, Nonpoint Source Unit #15  
P.O. Box 19276  
Springfield, Illinois 62794-9276

Phone: (217) 782-3362

TTY#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail Address: [Scott.Ristau@illinois.gov](mailto:Scott.Ristau@illinois.gov)

**GRANTEE CONTACT**

Name: Karen Young

Title: Assistant Director of Public Works – Eng.

Address: 2 East Main Street  
St. Charles, Illinois 60174-1984

Phone: 630-377-4405

TTY #: \_\_\_\_\_

Fax #: 630-513-7442

E-mail Address: [kryoung@stcharlesil.gov](mailto:kryoung@stcharlesil.gov)

Additional Information: \_\_\_\_\_



**EXHIBIT E****PERFORMANCE MEASURES**

Under this Agreement, the Grantee shall complete the following tasks.

**DESIGN SPECIFICATIONS**

1. The Grantee shall prepare design specifications (Design) for the stabilization of 4,082 linear feet of eroding streambank along a 2,041-foot segment of 7th Avenue Creek, a tributary of the Fox River (IL\_DT-58), north of Washington Avenue in St. Charles, Illinois. The banks will be stabilized through the installation of a two-stage ditch, twelve (12) rock riffle grade control structures, nine (9) stream meanders, and a 4.9-acre urban filter strip of native vegetation planted adjacent to the stream. The Design shall be prepared to arrest streambank erosion and reduce nonpoint source pollution through the installation of environmentally sound practices while protecting or enhancing habitat, ameliorating damage from peak flows, reducing velocity of peak flows, and enhancing aesthetic qualities. The Design shall identify the type and location of selected practices, describe the environmental problems associated with the site and the criteria used to select each practice, and provide a detailed blueprint for their cost, advantages and disadvantages, location, design, maintenance, installation and construction, and materials used, including plant species. The Design shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook. The Design shall meet the requirements of the current Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual and/or Illinois Urban Manual and the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design must be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a waiver of this certification requirement from the Grantor. Two (2) copies of the draft Designs and "BMP Application Forms" shall be completed and submitted by the Grantee to the Grantor by February 1, 2019. Two (2) paper copies and one (1) electronic copy of the final Designs and "BMP Application Forms" shall be completed and submitted by the Grantee to the Grantor by April 1, 2019.

**PERMITS & LANDOWNERS AGREEMENTS**

2. The Grantee shall secure all necessary permits prior to the implementation of the Design developed under Item 1 of Exhibit E of this Agreement. The Grantee shall enter into appropriate legally binding arrangements with participating landowners to ensure that the **BMPs are maintained as designed and that the operation and maintenance procedures are implemented for at least ten (10) years from the implementation of the BMPs. The Grantee shall submit a draft of the arrangement to the Grantor by February 1, 2019. The Grantee shall submit a copy of the executed arrangement to the Grantor by April 1, 2019.**

**DESIGN IMPLEMENTATION**

3. **The Grantee shall implement the Design developed under Item 1 of Exhibit E of this Agreement. The Grantee shall complete the installation and construction of the BMPs by June 1, 2020. Photographic images, including before and after shots of the BMP location, documenting Design implementation shall be completed and submitted by the Grantee to the Grantor by July 1, 2020.**

**INTERPRETIVE SIGNAGE**

4. The Grantee shall develop at least two (2) educational signs at the project site that describe, in a non-technical manner, the installed practices in terms of their design, construction, function, cost, and benefits. The educational signs shall also present information on the impact and importance of nonpoint source pollution

control. The educational signs shall also acknowledge the participating agencies and identify Section 319 of the Clean Water Act as the funding source of this project. A plan for the educational signs identifying the proposed dimensions, layout, narrative, graphics, and installation location shall be completed and submitted by the Grantee to the Grantor by April 1, 2020. The Grantee shall construct and install the educational signs at the project site by June 1, 2020.

#### PROJECT EVALUATION AND REPORT

5. The Grantee shall prepare a report explaining the execution of the 7th Avenue Creek Stream Restoration Project (i.e., pre and post conditions, type and location of practices, practice design, methods of practice installation) and evaluating the project's success, including but not limited to improvements in water quality. The report shall document the project tasks and summarize the findings of the project, including a discussion of the cost-effectiveness of selected practices in relationship to alternative management strategies. Two (2) copies of the draft report shall be completed and submitted by the Grantee to the Grantor by July 1, 2020. The final report shall be completed and three (3) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by August 31, 2020.

#### OTHER DIRECTED ACTIVITIES

6. The Grantee shall be available for coordination and progress briefings. The dates and locations of these briefings will be specified by the Grantor in consultation with the Grantee during the course of the project.
7. At each site where best management practices are installed under this Agreement, the Grantee shall design and erect a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as the funding source of this project. Sign design must be approved by and consistent with the specifications of the Grantor prior to their installation at any site. Designs for all signs shall be completed and submitted by the Grantee to the Grantor by April 1, 2019. The Grantee shall erect the signs approved by the Grantor prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor. The Grantee shall complete the installation of all signs approved by the Grantor by June 1, 2020.
8. The Grantee shall develop Operation and Maintenance Plans (O & M Plan) for the BMPs implemented under this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify regular inspection needs and appropriate management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O & M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs and the financial resources necessary for implementation of the O & M Plan. A draft of all O & M Plans shall be completed and submitted by the Grantee to the Grantor by April 1, 2019. The final O & M Plan shall be completed and submitted by the Grantee to the Grantor by July 1, 2020.

**EXHIBIT F**

**PERFORMANCE STANDARDS**

All products produced and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

DRAFT

**EXHIBIT G**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."

DRAFT

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

In reference to Part One, Article IV, Item 4.7 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within thirty (30) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

DRAFT

**PART THREE – THE PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

None.

DRAFT



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*7.e

Title:

Recommendation to Approve an Intergovernmental Agreement with St. Charles Township Regarding Snow/Ice Control

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: October 22, 2018

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

In 2013 the City entered into a 5-year agreement with St. Charles Township for snow and ice control services. The agreement is set to expire prior to the 2018/19 winter season. An additional 5-year extension has been proposed.

The agreement with St. Charles Township memorializes a long-term practice of exchanging plowing services based on where the delivery of service made practical sense in relation to existing routes. For many years the City and St. Charles Township have mutually agreed to provide snow and ice services for streets under the jurisdiction of the other political body. For example, St. Charles Township performed snow/ice control along the City right of way on Dover Hill Court, located at the north end of the Crane Road Estates Subdivision, and the City performed snow/ice control along the Township rights of way on Toni and Bonnie Streets, located along Kautz Road. This letter of agreement addresses in writing the understanding and also addresses liability, along with establishing a set five (5) year term.

The agreement may be revisited at any time, but will expire prior to the 2023/24 winter season.

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

\* Letter of Agreement with St. Charles Township for Snow Removal/Anti-icing Services

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

Recommendation to approve the agreement with St. Charles Township for snow and ice control services.



**#1** City for Families  
by FamilyCircle® 2011

October 2, 2018

Mr. Steve Frohling  
Highway Commissioner  
St. Charles Township Road District  
1725 Dean Street  
St. Charles, IL 60174-1391

Dear Commissioner Frohling:

This letter serves to confirm our agreement regarding salting and plowing of snow for a five (5) year contract period from 2018 through the 2022/2023 winter snow season.

It is agreed that St. Charles Township ("Township") will plow Peck Road from the bike path on the north to Illinois Route 64; all of Oakwood Drive in the Rainbow Hills sub-division; and Crane Road, from Illinois Route 31 to the entrance of Crane Road Estates. Under a separate agreement, St. Charles Township will plow all of Dover Hill.

In return, The City of St. Charles ("City") will plow the County Line sub-division off Kautz Road, which consists of Bonnie Street, Denny Street and Toni Street; and north one-hundred (100) feet on Seventeenth Street.

The employees of each party performing operations under this agreement shall remain employees of such party and subject to such party's control and direction.

To the fullest extent permitted by law, the Township hereby agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officers, agents, employees, and volunteers, arising in whole or in part or in consequence of the performance of this agreement by the Township, its officers, agents, employees, and volunteers, or which may anywise result therefrom, except that arising out of the sole legal cause of the City, its officers, agents, employees and volunteers

To the fullest extent permitted by law, the City hereby agrees to defend, indemnify and hold harmless the Township, its officers, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Township, its officers, agents, employees, and volunteers, arising in whole or in part or in consequence of the performance of this agreement by the City, its officers, agents,

RAYMOND P. ROGINA *Mayor*

MARK KOENEN, P.E. *City Administrator*

TWO EAST MAIN STREET

ST. CHARLES, IL 60174

PHONE: 630-377-4400

FAX: 630-377-4440

[www.stcharlesil.gov](http://www.stcharlesil.gov)

employees, and volunteers, or which may anywise result therefrom, except that arising out of the sole legal cause of the Township, its officers agents, employees and volunteers

Each party to this agreement shall maintain comprehensive general liability insurance, property damage and casualty insurance and workers' compensation insurance upon such terms and in such amounts as is commercially reasonable.

This agreement may be terminated by either party upon ten (10) days written notice to the other party. Such notice shall be given to the signatories to this agreement at the address set forth herein.

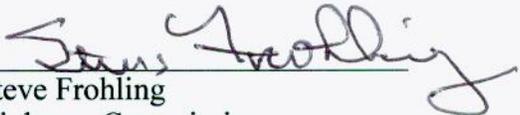
Please sign on the line above your name at the bottom of this letter to acknowledge your agreement with this intergovernmental agreement and return to me by facsimile for my records.

If you have any questions, please feel free to contact me at my office.

Sincerely,

---

Raymond P. Rogina  
Mayor  
City of St. Charles



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Steve Frohling  
Highway Commissioner  
St. Charles Township



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*7.f

Title:	Recommendation to Approve an Intergovernmental Agreement with School District 303 Regarding Snow/Ice Control Materials
Presenter:	AJ Reineking

Meeting: Government Services Committee                      Date: October 22, 2018

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

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

In 2013 the City entered into a 5-year agreement with School District 303 for winter road salt utilization. The agreement is set to expire prior to the 2018/19 winter season. An additional 5-year extension has been proposed.

Under the agreement with District 303, the City will grant a license to the District for use of the Salt Dome located at Rt. 38 and Karl Madsen Dr. The School District shall purchase approximately 400 tons of salt per year. An accounting of salt usage shall be done at the conclusion of each winter season, and the school district will be charged using the City's cost per ton of salt for that season.

The agreement may be revisited at any time, but will expire prior to the 2023/24 winter season.

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

\* Agreement with School District 303 for Salt Utilization

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

Recommendation to approve the agreement with School District 303 for salt access and utilization.

# **City of St. Charles, Illinois Intergovernmental License Agreement**

## **For Use of City of St. Charles Salt Dome By St. Charles Community Unit School District No. 303**

This License Agreement is made by and between the City Council of the City of St. Charles, a home rule unit (the “City”), and the Board of Education of St. Charles Community Unit School District No. 303, Kane and DuPage Counties, Illinois, a body politic and corporate (the “School District”) pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, which authorizes units of local government, including municipalities and School Districts, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance, and pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), which authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings.

In consideration of mutual covenants expressed herein, the City and the School District agree as follows:

1. **Premises:** The City grants a license to the School District to use the Premises generally described and known as the “Route 38 Municipal Salt Dome” located on Route 38 and Karl Madsen Drive (the “Premises”), which Premises are owned and operated by the City of St. Charles.
2. **Term:** Except as provided in 3, below, the term of this license shall be five (5) years, commencing on the date on which the last of the parties signs this license agreement. The City and the School District agree that at the completion of the term the parties shall review the agreement and determine whether or not it shall be renewed.
3. **Rent:** The annual rent for the Premises shall be ten dollars (\$10).
4. **Use:** The Premises shall be used by the School District solely for the storage of rock salt, which salt shall be removed from time to time for winter application to school premises owned and operated by the School District. To that end, the School District shall purchase from the City (1) winter supply of rock salt (approximately four hundred [400] tons) at the City’s unit cost. The City shall monitor the use of rock salt by the City and by the School District and, at the conclusion of the winter season, shall give an accounting of the use of rock salt by the parties, with an appropriate charge (calculated on the City’s unit cost) to the School District. The School District shall not otherwise interfere with the City’s use of the Premises, and the City’s use at the Premises shall take precedence over the use described in this Agreement.

5. **Assignment or Transfer:** The City shall not assign or transfer this License Agreement without the express prior written consent of the School District.
6. **Maintenance:** The City shall maintain the Premises during the term of this License Agreement.
7. **Taxes and Utilities:** The Premises are currently exempt from real estate taxes. Any property taxes which shall become due and owing on the Premises and any utility costs attributable to the Premises shall be paid by the City.
8. **Governmental Regulations:** The School District shall comply with all applicable requirements of federal, state and local regulatory authorities with respect to the use of the Premises.
9. **Indemnification and Hold Harmless:** The School District shall indemnify and hold harmless the City, its officers and its employees for any claims, causes of action, damages and liabilities, including attorneys fees, arising out of the School District's use of the property as described specifically in this Agreement, except to the extent that such claims, causes of action, damages and liabilities are caused by the negligent or intentional conduct of the City, its officers, employees or agents.
10. **Insurance:** The School District shall provide the City of St. Charles a current acceptable Certificate of Insurance naming the City of St. Charles an additional insured.
11. This License Agreement shall be binding upon, apply to and inure to the benefit of the City and the School District and their respective successors and assigns.
12. This License Agreement shall become effective upon the date of execution by the last of the representatives of the parties as set forth below.

**The City of St. Charles, Illinois**

**Board of Education of St. Charles  
Community Unit School District No. 303**

By: \_\_\_\_\_  
Raymond Rogina, Mayor

By: \_\_\_\_\_  
Kathleen Hewell, President

Attest:  
\_\_\_\_\_  
Charles Amenta, City Clerk

Attest:  
\_\_\_\_\_  
Christine Rachford, Recording Secretary

Dated: \_\_\_\_\_



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*7.g

Title: Recommendation to approve Illinois Department of Transportation Resolution Regarding Non-Routine Maintenance Work Within the State Right-of-Way for 2019 and 2020

Presenter: Ken Jay

Meeting: Government Services Committee

Date: October 22, 2018

Proposed Cost: n/a

Budgeted Amount: n/a

Not Budgeted:

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

The City is required every two years to furnish IDOT with a resolution that permits the City to perform work within the state right-of-way. City work may include construction, operations and maintenance of driveways and street returns (intersection curb and pavement work), water mains, sanitary and storm sewers, street lights, traffic signals, sidewalk, landscaping, etc. This relates to planned and emergency tasks.

The resolution requires the City to follow the IDOT permit conditions and hold the State of Illinois harmless for damages resulting from accidents or reasons relating to the performance of work.

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

\*Resolution

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

Recommendation to approve Illinois Department of Transportation Resolution regarding non-routine maintenance work within the State Right-of-Way.

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

**A Resolution Regarding Non-Routine Maintenance Work Within the  
State Right of Way for 2019 and 2020**

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

WHEREAS, the City of St. Charles, hereinafter referred to as MUNICIPALITY, located in the Counties of Kane and DuPage, State of Illinois, desires to undertake, in the years of 2019 and 2020, the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

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

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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

Page 2

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Raymond P. Rogina, Mayor

ATTEST:

---

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: