

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

**MONDAY, SEPTEMBER 26, 2016, 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.

4. PUBLIC WORKS DEPARTMENT

- a. Presentation to Consider Closing Walkway Path through Lots 5, 6, 13 and 14 of the Fox Glade Subdivision.
- b. Recommendation to approve Subsidy to the Homeowners Sewer Assistance Policy for the Homeowners at 1231 South 10th Street.
- c. Recommendation to approve an Intergovernmental Agreement with the Park District and River Corridor Foundation for the River Park Concept Study.
- d. Recommendation to award Contract for Fiber Modeling Software to Schneider Electric.
- e. Recommendation to award Agreement for Engineering Services for Sub-basin SC02 Flow Monitoring Study to Engineering Enterprises, Inc.
- f. Recommendation to waive the Formal Bid Procedure and approve a Purchase Order to Xylem Water Solutions USA, Inc. for a Return Activated Sludge Pump.
- g. Recommendation to approve Concept Engineering with WBK Engineering for the North 2nd Avenue and Delnor Avenue Improvement Project.
- h. Recommendation to Abandon Existing Utility Easement and approve Permanent Utility Easement Agreement for 811 State Street with Susan M. and Kaile E. Judge.

5. POLICE DEPARTMENT

- a. Recommendation to approve an Ordinance Amending Title 10, “Vehicles and Traffic”, Section 10.40.010 “Parking Time Limits” of the St. Charles Municipal Code.

6. FIRE DEPARTMENT

- a. Recommendation to approve the Adoption of the Updated Kane County Natural Hazards Mitigation Plan.

7. EXECUTIVE SESSION

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

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

9. ADJOURNMENT

ADA Compliance

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



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For information only.

Attachments *(please list):*

*August 2016 Outage Report

Recommendation/Suggested Action *(briefly explain):*

For information only.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.b

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

Meeting: Government Services Committee Date: September 26, 2016

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 8, 2016 - 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 8, 2016**

Members Present: Chair. John Rabchuk, Chris Adesso, Trish Beckjord, Holly Cabel, Jim Enck, John Wessel

Members Absent: Chris Bong, Rick Brems, Monica Meyers

Others Present: Isabel Soderlind

Visitors Present: Ed Werneke

1. Call to Order

The meeting was convened by John Rabchuk at 8:08 a.m.

2. Minutes Review and Approval

Motion to accept and place on file the minutes of the July 25, 2016 Active River Task Force meeting as revised.

Chris Adesso requested the following line on page 3, "Item IV Other and New Business" be revised from, "Chris Adesso stated the City's Tree Commission may be taking a new direction. *The commission would like to work more on urban forest management.*" to "Chris Adesso stated the City's Tree Commission may be taking a new direction. *The commission is seeking to expand from urban forestry to other environmental issues within the City.*"

Motion by Trish Beckjord, second by Jim Enck to accept and place the minutes on file as revised.

Voice vote: unanimous; Nays – None; Absent: Chris Bong, Rick Brems, Monica Meyers

Motion carried at 8:09 a.m.

3. Task Force Updates

A. Update on St Charles Park District Related Active River Projects

The St. Charles Park District is developing the concept plans for Boy Scout Island boat ramp and parking expansion as well as the enhanced river flow through lagoon. This concept plan will be presented to the Park District Board sometime this fall.

B. Forest Preserve/Park District Update

None

C. Grant Applications Update

i. Intergovernmental Working Agreement

The City of St. Charles, St. Charles Park District and River Corridor Foundation will be entering a new intergovernmental agreement for funding the Active River engineering feasibility study. The Park District's legal counsel is currently reviewing the agreement and it will be ready for approval the end of August. The Intergovernmental Agreement is scheduled for City Council, Park District and River Corridor Foundation approval for September of 2016.

ii. Bob Leonard Walk Update

On August 1, City Council approved the utilization of City property to the River Corridor Foundation to install landscaping and furnishings along the Bob Leonard Walkaway. John Rabchuk has already received an order from a private citizen for a bench and may have a second order coming. Holly Cabel will provide an example of the Park District charges for memorial benches and plaques that they provide.

Chris Adesso confirmed that the benches will need to sit back 3 feet back from the trail for clearance.

The River Corridor Foundation will manage this phase of the project, subject to plan approval and oversight by Public Works. The work should be completed by this fall.

- John Wessel requested the latest landscaping plans from Jim Enck.
- John Wessel will put the bid forms and specs together for the landscaping and concrete work.
- The contractors will need to apply for landscaping installation and concrete bench pad permits from the Building & Code Enforcement Office; inspections of the concrete pads will be required. Chris Adesso recommended John Rabchuk make contact with Bob Vann as soon as possible to discuss the process.
- The City will require a Certificate of Insurance from the contractor as will the Brownstone Homeowners Association.
- The River Corridor Foundation will order the benches specified in the drawings and have the materials delivered to Public Works until they are ready to install.
- The River Corridor Foundation will work with the St. Charles Park District creating a process for private individuals making dedication contributions towards the purchase of benches and trees. Dedication plaques will be ordered from "St. Charles Memorial Works" consistent with all the other plaques around town.
- Monies for the "Memorial Trees" will need to be worked out between the City of St. Charles and the Park District since the trees will be planted on City property. Holly Cabel will speak to the Park Foundation this week.

iii. Kinetic Sculpture Project

The kinetic sculpture(s) are being donated by the River Corridor Foundation and the Anderson family. In turn, the River Corridor Foundation and the Anderson family will donate the sculpture(s) to the City who will maintain it. Mr. Anderson is ready to order the sculpture; John Rabchuk will check the lead time with Tom Anderson.

The west bank of the river where State Street dead ends has been selected as the new site for the kinetic sculptures. This site was presented at the July Government Services

Committee meeting and approved by Council on August 1, 2016. Public Works will manage this project, utilizing the funds previously budgeted for design, engineering and installation at Johansen's Island. Chris Adesso will work on the property issue; it is a Right-of-Way and the City may need a licensing agreement. He will speak with the City attorney on how to proceed.

Chris Adesso met with the engineers last week regarding the new site. They discussed the scope of services which will include a survey, landscape architecture work but the focus will be on structural opinion of the existing stairs and river wall structure. He will be receiving a proposal on the scope or services before the end of the week. He anticipates the engineering work will be completed this fall depending on the cost. In addition, Chris will meet with the Electric division to discuss the tie-in connection options for the lighting of the sculpture(s). The City is required to follow the electrical code for the lighting since it will be located in the floodplain.

iv. Engineering – Feasibility Study

The proposed funding for the RiverPark engineering feasibility study was approved by the St. Charles Park District. The St. Charles Park District is currently working on the agreement. Once finalized, Chris Adesso will present it to the Government Services Committee this fall.

The feasibility study will take approximately six to eight months to complete, but it should provide the necessary information to begin discussions regarding the concept plan with the Department of Natural Resources and the Army Corps of Engineers. John Rabchuk also anticipates the study will serve as a basis for philanthropic funding discussions.

John Rabchuk reminded everyone that the trip to Greenville, South Carolina will be postponed until after the engineering feasibility study is completed.

v. Marketing

John Rabchuk mentioned that signage will need to be posted along the for Bob Leonard Walkway and sculpture area to acknowledge grant awards, e.g., River Corridor Foundation, City, Park District and any other private donations that made these projects possible.

The Community Foundation and the Grand Victoria Riverboat grants require the grants be publicized. John Rabchuk distributed a rough draft of a press release he created and requested feedback on the article. The members reviewed the release and made recommendations and modifications to the existing draft.

John Rabchuk will make the recommended changes to the press release and will hold the draft until the final approval is received on the project. Once finalized, Chris Adesso requested the "draft" be reviewed by Lisa Garhan, the City's Communications Division Manager, before being released.

D. Meetings and Presentations

Mr. Rabchuk stated he and Trish Beckjord will be conducting a presentation to the St. Charles Downtown Partnership Board on Wednesday, August 10 at 10:30 a.m. at the State Bank. This Board includes members from the Chamber of Commerce, Convention & Visitors Bureau and the Historical Commission. They are hopeful this project may eventually be taken over by a “community” base board that has ties with the philanthropist community and can raise monies for the future design and engineering feasibility study, as well as construction.

The St. Charles Chamber of Commerce has also requested a brief update on the Active River Project at their August 15 Executive Board meeting.

Also in the works is a presentation to the Fox Valley Board of Realtors at an upcoming executive board meeting. John Rabchuk mentioned they have Community Development grant monies available through the National Association of Realtors.

E. Other Outreach Efforts

Private Fund Raising: No updates available at this time; still awaiting City commitment.

4. Other and New Business

Chris Adesso also mentioned Karen Young, Assistant Director of Public Works-Engineering, will be meeting with the Conservation Foundation Advisory Committee on the 7th Avenue Creek Project. The presentation will be held on Thursday, August 11 from 9:00 to 11:00 a.m. at Hickory Knolls.

5. Adjourn

The next meeting is scheduled for August 22 at 8:00 a.m. at the Baker Community Center.

Motion by Holly Cabel to adjourn the meeting, second by John Wessel.

Voice vote: unanimous; Nays – None Absent: Chris Bong, Rick Brems, Monica Meyers

-Motion carried at 9:14 a.m.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.a

Title:

Presentation to Consider Closing Walkway Path through Lots 5,6,13 and 14 of the Fox Glade Subdivision

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$0.0

Budgeted Amount: \$0.0

Not Budgeted:

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

In January 2013, the Government Services Committee unanimously approved a motion to approve four (4) Fox Glade Court Indemnification Letters (attachment a). This was requested from four (4) homeowners whose properties share a common side yard easement which is identified on a 1969 plat as a “Walkway Easement” (attachment b). The four property owners reside at 1309, 1227, 1228 and 1310 Fox Glade Ct. and respectively on lots 5, 6, 13 and 14 of the Fox Glade PUD Subdivision Unit No. 1 final plat dated Aug. 4, 1969 (attachment c). In 2013, the four (4) homeowners were concerned about the potential impacts of a public sidewalk on private property. The Indemnification Letters settled their concern once approved, executed and recorded.

Today, the properties are still owned and occupied by the same four (4) families. They have recently submitted an application (attachment d) to the City requesting us to vacate the walkway easement on their private property. The application provides various reasons for the request including increased activity/ concerns about safety, security, privacy, nuisances, disturbances, legal exposure and potential devalued property values.

City staff is prepared to provide more detailed information in a presentation for your consideration of the residents request to vacate the walkway easement.

Attachments *(please list):*

2013 Indemnification Letters * 1969 Fox Glade P.U.D. Subdivision Unit No. 1 Plat * Reference Site Maps * Application to City of Saint Charles, Illinois for Homeowners Requesting Vacate Walkway Easement on Their Private Property

Recommendation/Suggested Action *(briefly explain):*

None – For discussion only

**City of St. Charles Illinois
Resolution No. 2013-7**

**A Resolution Authorizing the City Administrator to Execute
Four Letters Regarding the Fox Glade Court Easements**

**Presented & Passed by the
City Council on February 4, 2013**

BE IT RESOLVED BY THE Mayor and City Council of the city of St. Charles, Kane and DuPage Counties, Illinois, that the city Administrator be and the same hereby authorized to execute four letters regarding the Fox Glade Court Easements.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 4th day of February 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this 4th day of February 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois this 4th day of February 2013.


Donald P. DeWitte, Mayor

ATTEST:


City Clerk

COUNCIL VOTE:

Ayes: 10
Nays: 0
Absent: 0
Abstain: 0



January 21, 2013

Gary and Sherry Fox
1309 Fox Glade Court
St. Charles, Illinois 60174



#1 City for Families
by FamilyCircle® magazine

Re: Walkway located at 1309 Fox Glade Court

Dear Gary and Sherry Fox:

This letter is in reference to the sidewalk on the premises that you own, located at the above-referenced address (the "Premises"). The sidewalk was constructed by the City pursuant to a walkway easement denoted on the plat of subdivision for Fox Glade Unit No. 1. The City Council of the City has authorized me to inform you as follows:

1. So long as the sidewalk remains in existence (including any replacement sidewalk that may be installed), the City shall, at its expense, maintain, repair, renew and replace the sidewalk as from time to time necessary and appropriate to keep it in good condition.

2. The City shall, to the extent permitted by law, indemnify, defend and hold harmless you, as owner of the Premises, and any successor owner of the Premises, from and against all liability arising out of claims for bodily injuries, death or property damage resulting from the use of the sidewalk for its intended purpose. However, nothing set forth in this paragraph shall be deemed a waiver of any defenses or immunities relating to the sidewalk that are, or would be, available by law to the City.

3. Nothing contained in this letter is intended to give rise to any duties or liabilities on behalf of the City which are not set forth herein or authorized by law.

4. Nothing contained in this letter is intended to abrogate the police powers of the City.

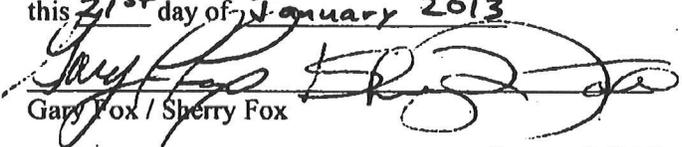
5. This letter is intended to benefit you, as owner of the Premises and any successor owner of the Premises.

6. If the City removes and does not replace the sidewalk, it will grade and seed the affected area. Upon such removal, all obligations and undertakings set forth in this letter shall cease and the City may record a document to that effect with the Kane County Recorder's Office.

CITY OF ST. CHARLES, ILLINOIS

By: _____
Brian Townsend, City Administrator

Receipt acknowledged
this 21st day of January 2013


Gary Fox / Sherry Fox

DONALD P. DEWITTE Mayor

BRIAN TOWNSEND City Administrator

January 21, 2013

Hilda Holm
1228 Fox Glade Court
St. Charles, Illinois 60174



#1 City for Families
by FamilyCircle® magazine

Re: Walkway located at 1228 Fox Glade Court

Dear Hilda Holm:

This letter is in reference to the sidewalk on the premises that you own, located at the above-referenced address (the "Premises"). The sidewalk was constructed by the City pursuant to a walkway easement denoted on the plat of subdivision for Fox Glade Unit No. 1. The City Council of the City has authorized me to inform you as follows:

1. So long as the sidewalk remains in existence (including any replacement sidewalk that may be installed), the City shall, at its expense, maintain, repair, renew and replace the sidewalk as from time to time necessary and appropriate to keep it in good condition.
2. The City shall, to the extent permitted by law, indemnify, defend and hold harmless you, as owner of the Premises, and any successor owner of the Premises, from and against all liability arising out of claims for bodily injuries, death or property damage resulting from the use of the sidewalk for its intended purpose. However, nothing set forth in this paragraph shall be deemed a waiver of any defenses or immunities relating to the sidewalk that are, or would be, available by law to the City.
3. Nothing contained in this letter is intended to give rise to any duties or liabilities on behalf of the City which are not set forth herein or authorized by law.
4. Nothing contained in this letter is intended to abrogate the police powers of the City.
5. This letter is intended to benefit you, as owner of the Premises and any successor owner of the Premises.
6. If the City removes and does not replace the sidewalk, it will grade and seed the affected area. Upon such removal, all obligations and undertakings set forth in this letter shall cease and the City may record a document to that effect with the Kane County Recorder's Office.

CITY OF ST. CHARLES, ILLINOIS

By: _____
Brian Townsend, City Administrator

Receipt acknowledged
this 21st day of January 2013



Hilda Holm

DONALD P. DEWITTE Mayor

BRIAN TOWNSEND City Administrator

TWO EAST MAIN STREET

ST. CHARLES, IL 60174

PHONE: 630-377-4400

FAX: 630-377-4440

www.stcharlesil.gov

January 21, 2013

Philip VanAcker
1227 Fox Glade Court
St. Charles, Illinois 60174



#1 City for Families
by FamilyCircle® magazine

Re: Walkway located at 1227 Fox Glade Court

Dear Philip VanAcker:

This letter is in reference to the sidewalk on the premises that you own, located at the above-referenced address (the "Premises"). The sidewalk was constructed by the City pursuant to a walkway easement denoted on the plat of subdivision for Fox Glade Unit No. 1. The City Council of the City has authorized me to inform you as follows:

1. So long as the sidewalk remains in existence (including any replacement sidewalk that may be installed), the City shall, at its expense, maintain, repair, renew and replace the sidewalk as from time to time necessary and appropriate to keep it in good condition.

2. The City shall, to the extent permitted by law, indemnify, defend and hold harmless you, as owner of the Premises, and any successor owner of the Premises, from and against all liability arising out of claims for bodily injuries, death or property damage resulting from the use of the sidewalk for its intended purpose. However, nothing set forth in this paragraph shall be deemed a waiver of any defenses or immunities relating to the sidewalk that are, or would be, available by law to the City.

3. Nothing contained in this letter is intended to give rise to any duties or liabilities on behalf of the City which are not set forth herein or authorized by law.

4. Nothing contained in this letter is intended to abrogate the police powers of the City.

5. This letter is intended to benefit you, as owner of the Premises and any successor owner of the Premises.

6. If the City removes and does not replace the sidewalk, it will grade and seed the affected area. Upon such removal, all obligations and undertakings set forth in this letter shall cease and the City may record a document to that effect with the Kane County Recorder's Office.

CITY OF ST. CHARLES, ILLINOIS

By: _____
Brian Townsend, City Administrator

Receipt acknowledged
this 21st day of January 2013


Philip VanAcker

DONALD P. DEWITTE Mayor

BRIAN TOWNSEND City Administrator

January 21, 2013

Jeff Fox and Christine Carlson-Fox
1310 Fox Glade Court
St. Charles, Illinois 60174



ST. CHARLES
SINCE 1834

#1 City for Families
by FamilyCircle® magazine

RE: Walkway located at 1310 Fox Glade Court

Dear Jeff Fox and Christine Carlson-Fox:

This letter is in reference to the sidewalk on the premises that you own, located at the above-referenced address (the "Premises"). The sidewalk was constructed by the City pursuant to a walkway easement denoted on the plat of subdivision for Fox Glade Unit No. 1. The City Council of the City has authorized me to inform you as follows:

1. So long as the sidewalk remains in existence (including any replacement sidewalk that may be installed), the City shall, at its expense, maintain, repair, renew and replace the sidewalk as from time to time necessary and appropriate to keep it in good condition.
2. The City shall, to the extent permitted by law, indemnify, defend and hold harmless you, as owner of the Premises, and any successor owner of the Premises, from and against all liability arising out of claims for bodily injuries, death or property damage resulting from the use of the sidewalk for its intended purpose. However, nothing set forth in this paragraph shall be deemed a waiver of any defenses or immunities relating to the sidewalk that are, or would be, available by law to the City.
3. Nothing contained in this letter is intended to give rise to any duties or liabilities on behalf of the City which are not set forth herein or authorized by law.
4. Nothing contained in this letter is intended to abrogate the police powers of the City.
5. This letter is intended to benefit you, as owner of the Premises and any successor owner of the Premises.
6. If the City removes and does not replace the sidewalk, it will grade and seed the affected area. Upon such removal, all obligations and undertakings set forth in this letter shall cease and the City may record a document to that effect with the Kane County Recorder's Office.

CITY OF ST. CHARLES, ILLINOIS

By: _____
Brian Townsend, City Administrator

Receipt acknowledged
this 21st day of January 2013

Jeff Fox - Christine A. Carlson-Fox

Jeff Fox / Christine Carlson-Fox

DONALD P. DEWITTE Mayor

BRIAN TOWNSEND City Administrator

TWO EAST MAIN STREET

ST. CHARLES, IL 60174

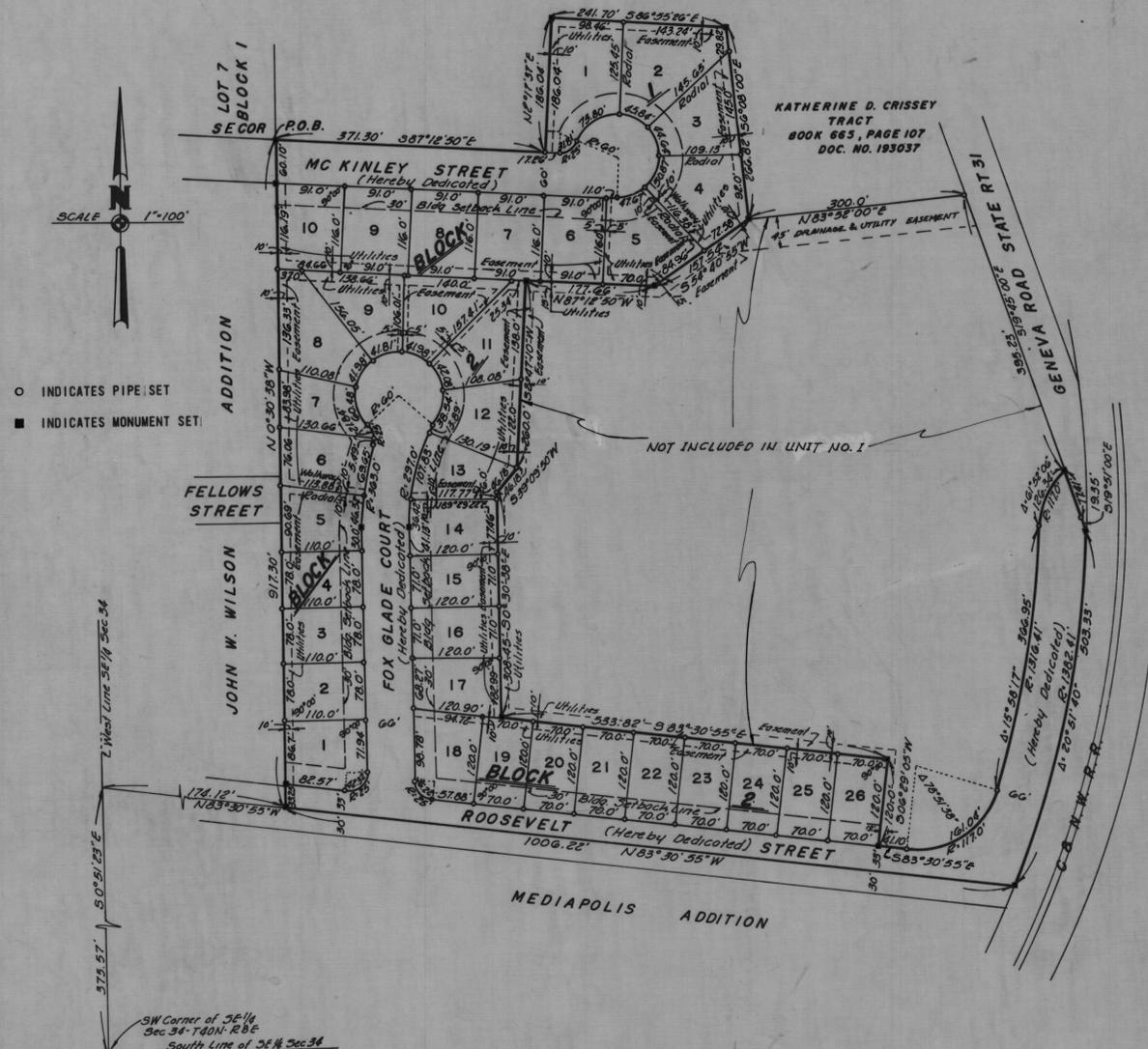
PHONE: 630-377-4400

FAX: 630-377-4440

www.stcharlesil.gov

FOX GLADE P.U.D. SUBDIVISION UNIT NO. 1

ST. CHARLES, KANE COUNTY, ILLINOIS



STATE OF ILLINOIS)
 COUNTY OF KANE) ss.
 This is to certify that I, JERRY M. DOLPH, Illinois Land Surveyor No. 1893, have surveyed and subdivided the following described property Lots 2 and 3 of Lang's First Subdivision, in the City of St. Charles, and that part of the Southeast quarter of Section 34, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of Lot 7 in Block 1 in John W. Wilson Addition to St. Charles; thence South 87°12'50" East along the North line of McKinley Street extended 371.30 feet to the Southeast corner of Lot 1 in Lang's First Subdivision thence North 2°17'37" East along the West line of Lot 2 in said Lang's First Subdivision 186.04 feet to the Northwest corner of said Lot 2; thence South 88°55'26" East along the North line of Lots 2 and 3 of said subdivision 241.70 feet to the Northeast corner of said Lot 3; thence South 88°55'26" East along the East line of said Lot 3, 286.82 feet to the Southwest corner of premises conveyed to Katherine D. Crissey by deed dated May 1, 1920 and recorded November 18, 1920 in book 685 page 107 as Document 193037; thence South 54°40'55" West 157.54 feet; thence North 87°12'50" West 177.66 feet; thence South 2°47'10" West 280 feet; thence South 39°09'50" West 48.18 feet; thence South 0°30'38" East 308.45 feet; thence South 83°30'55" East 533.82 feet; thence South 06°29'05" West 120.00 feet; thence South 83°30'55" East 41.10 feet to a point of curvature; thence Northeasterly 161.04 feet along the arc of a curve to the left having a central angle of 78°51'38" and a radius of 117 feet to a point of reverse curve; thence Northerly 366.95 feet along the arc of a curve to the left having a central angle of 15°58'17" and a radius of 1316.41 feet to a point of reverse curve; thence Northeasterly 126.34 feet along the arc of a curve to the right having a central angle of 61°52'06" and a radius of 117 feet to a point on the Westerly line of Geneva Road; thence South 19°45'00" East 77.41 feet along said westerly line of Geneva Road; thence South 19°51'00" East 19.35 feet to Westerly right-of-way line of Chicago and Northwestern Railway; thence Southerly along said railway right-of-way line 503.33 feet measured along the arc of a curve to the right having a central angle of 20°51'40" and a radius of 1382.41 feet to a point on the Northerly line of Mediapolis Addition; thence North 83°30'55" West along said North line of Mediapolis Addition 1006.22 feet to the Southeast corner of John W. Wilson Addition; thence North 0°30'38" West along the Easterly line of said John W. Wilson Addition 917.30 feet to the point of beginning, in the Township of St. Charles, Kane County, Illinois as shown by the plat hereon. We further certify that the foregoing is a correct representation of said survey and subdivision. All distances are shown in feet and decimal parts thereof. We further certify that the foregoing is within the Corporate Limits of the City of St. Charles, and that said property is not situated within 500 feet of any surface drain or watercourse serving a tributary area of 640 acres or more.

Given under my hand and seal at Geneva, Illinois, this 12th day of June, A.D. 1967.
Jerry M. Dolph
 Notary Public

STATE OF ILLINOIS)
 COUNTY OF KANE) ss.
 The St. Charles National Bank, a National Banking Association, as Trustee under the provisions of a trust agreement dated October 16, 1967 and known as Trust No. 386 is the owner of record of the land described in the annexed plat, and that it has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated this 16th day of June, A.D. 1967.
 ATTEST: Edward A. Spink By: M. R. Hoover
 Cashier Trust Officer

STATE OF ILLINOIS)
 COUNTY OF KANE) ss.
 I, Janez Canada, a notary public, in and for said County, in the state aforesaid, do hereby certify that M. R. Hoover, Trust Officer and Edward A. Spink, Cashier, of the St. Charles National Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as said officers appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their own free and voluntary act for the uses and purposes therein set forth, and as the free and voluntary act of said Bank.

Given under my hand and Notarial Seal this 16th day of June, A.D. 1967, at St. Charles, Illinois.
Janez Canada
 Notary Public

STATE OF ILLINOIS)
 COUNTY OF COOK) ss.
 The Telegraph Savings and Loan Association of Chicago, Illinois, as Mortgagee under the provisions of a Mortgage dated May 14, 1969, recorded May 16, 1969 as Document Number 1140331, and that it is the holder of the note recorded thereby, does hereby certify that as holder of Mortgage Interest of the lands herein described did cause same to be surveyed and subdivided as shown hereon; and approves and accepts the Plat thereon. Dated this 13th day of June, A.D. 1969.

Telegraph Savings and Loan Association
 ATTEST: Alta B. Conrad By: W. G. Stearns
 Asst. Secretary President

STATE OF ILLINOIS)
 COUNTY OF COOK) ss.
 I, Alta B. Conrad, a notary public, in and for said County, in the state aforesaid, do hereby certify that William B. Stearns, President and Alta B. Conrad, Asst. Secretary of said Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as said officers appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of June, A.D. 1969, at Chicago, Illinois.
Alta B. Conrad
 Notary Public

STATE OF ILLINOIS)
 COUNTY OF KANE) ss.
 I, Jim A. Bellatti, County Clerk of Kane County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the annexed plat.
 I further certify that I have received all statutory fees in connection with the annexed plat.
 Given under my hand and seal at Geneva, Illinois, this 11th day of June, A.D. 1967.
Jim A. Bellatti
 County Clerk

STATE OF ILLINOIS)
 COUNTY OF KANE) ss.
 I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in the plat.
 Dated at St. Charles, Illinois, this 16th day of Sept., A.D. 1967.
James H. Carlson
 Collector of Special Assessments

STATE OF ILLINOIS)
 COUNTY OF KANE) ss.
 This instrument No. 1149771 was filed for record in the Recorder's Office of Kane County, Illinois, on the 25 day of SEPT., A.D. 1969, at 10 o'clock A.M., and recorded in Book 25 of Plats at Page 344.
James E. Workman
 County Recorder

PROTECTIVE COVENANT
 Covenant is hereby made to run with the land, that no owner of any lot or lots therein will cause or permit any change, alteration, or obstruction of the flow of storm or surface water drainage from that established by the surface water drainage pattern approved as a part of this subdivision.

STATE OF ILLINOIS)
 CITY OF ST. CHARLES) ss.
 Approved this 21st day of July, A.D., 1969.
 CITY OF ST. CHARLES PLAN COMMISSION
Edwin E. Swick
 Chairman

STATE OF ILLINOIS)
 COUNTY OF KANE) ss.
 I, James H. Driessen, do hereby certify that the required improvements have been installed, or the required guarantee bond has been posted for the completion of all required land improvements.
 Dated at St. Charles, Illinois, this 18th day of SEPT., A.D. 1967.
James H. Driessen
 Superintendent of Public Works

STATE OF ILLINOIS)
 COUNTY OF KANE) ss.
 Approved and accepted this 4th day of August, A.D. 1969.
 CITY COUNCIL OF ST. CHARLES, ILLINOIS
 ATTEST: James H. Driessen By: C. W. Common
 City Clerk Mayor

EASEMENT PROVISIONS
 An easement is hereby reserved for and granted to the City of St. Charles, Illinois, the Illinois Bell Telephone Company and the Northern Illinois Gas Company and their respective successors and assigns in all platted "Easement" areas shown on this plat for the installation, maintenance, relocation, renewal and removal of sanitary sewers, storm sewers, water mains, manholes, vaults, electrical and communications conduits, cables, wires, pedestals, transformers, gas mains and all other equipment and appurtenances necessary for the purpose of serving the subdivision and adjacent property with sewer, water, electrical, telephone and gas service. In addition to the platted easements, a five foot wide public utility and drainage easement is hereby reserved along all side lot lines. No permanent buildings or trees shall be placed on said easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.



City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1981

Phone: 630-377-4400 Fax: 630-377-4410 www.stcharlesil.gov

Fox Glade Court Walking Path

RAYMOND ROGINA

Mayor

MARK KOENEN

City Administrator



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983



Overall Site Plan



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 Prepared by Planning Dept.

Printed on: September 25, 2014 03:42 PM



City of St. Charles, Illinois

Two East Main Street, St. Charles, IL 60174-1984

Phone: 630-377-4100 Fax: 630-377-4140 - www.stcharlesil.gov

Fox Glade Court Walking Path

RAYMOND ROGINA

Mayor

MARK KOENEN

City Administrator



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: September 20, 2010 01:54 PM



Enlarged Site Plan

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 Prepared by: 8/10/2010

September 9, 2016

Application to City of Saint Charles, Illinois for Homeowners Requesting Vacate Walkway Easement On Their Private Properties

Location of Walkway Legal Description:

Lots 5, 6, 13 & 14 of Fox Glade PUD, Block 2, Saint Charles, Illinois

Applicants:

- Gary and Sherry Fox, 1309 Fox Glade Court, Saint Charles, IL 60174 (Lot 5) email: gfoxent@aol.com
- Hilda Holm, 1228 Fox Glade Court, Saint Charles, IL 60174 (Lot 13) email: donhilda@yahoo.com
- Jeff Fox and Christine Carlson-Fox, 1310 Fox Glade Court, Saint Charles, IL 60174 (Lot 14) email: jcfoxz@comcast.net
- Philip VanAcker, 1227 Fox Glade Court, Saint Charles, IL 60174 (Lot 6) email: pavanacker@att.net

Reasons for request: Safety/Security/Privacy/Nuisance/Disturbing the Peace/Devalued Property/Legal

- City population at time of 1969 plat recording was around 9,000, currently 33,000+. General overall quality of walkway users has become less desirable, they are now less conscientious, less respectful to privilege of using the walkway through our yards. Walkway was initially a dirt path.
- Littering along walkway. Used dog waste bags/empty liquor bottles are thrown into bushes along walkway and up against houses. Dog waste is left on walkway, used condom/feminine protection napkin are among items found on walkway as well as frequent cigarette butts and paper litter to be picked up by homeowners. Walkways are sheltered by privacy fences which contribute to abnormal activities occurring on the path compared to open city sidewalks along street parkways.
- A large fire was started by young pedestrians smoking cigarettes and lighting a pile of pine needles five feet from house structure on Lot 6 which had to be extinguished by homeowner. Could have caught house on fire if owner was not home.
- A drunk middle-aged male was found passed out on the path. Resident tried to wake him with no success. Saint Charles Police were called who managed to wake up the person and haul him away.
- Late one night a beer bottle was thrown at house from the walkway waking up the residents on Lot 14 and disturbing their dog.
- Only a fence thickness separates pedestrians from homeowners. Three of the four homeowners along the walkway have dogs. When people use the walkway (especially when walking their own dogs) excessive barking occurs and plants/flowers along inside yards get trampled by homeowner's dogs running along the fences. Some walkway users bark back at dogs or drag sticks down the fences to further antagonized dogs.
- Walkway is open at all times of the day and night causing safety/security issues on our properties. Noisy pedestrians frequently use the walkway in the middle of the night disturbing/waking up homeowners and homeowner's dogs.
- Pedestrians have thrown bags of chicken bones into yards of Lots 13 & 14. Hoping to harm dogs?
- Motor scooters have started using the path and are long gone before possible police contact.
- With the walkway actually in our yards, houses are very close to walkway. Lots 5 and 14 houses are 9 feet from walkway edge, Lot 6 house is 4.5 feet and Lot 13 house, 8 feet. For privacy/security, with house on Lot 6 being less than five feet away from path, requires windows be closed/covered up at all times. On occasions at night, have had pedestrians bang on Lot 6 house and run.

Page 2, Application to City of Saint Charles, Illinois for Homeowners Requesting Vacate Walkway Easement On Their Private Properties

- School buses pick up/drop off kids on nearby Roosevelt Street at Fox Glade Court and White Oaks Circle entrances. No need of walkway for school transportation.
- Presence of walkway though our yards devalues our properties/makes homes locations less desirable to a potential buyer.
- This walkway is not "dedicated" to the City of Saint Charles (only in-use walkway in Saint Charles on private properties), *Block 2* of Fox Glade PUD, 1969 plat on file at the county. This walkway easement is 20 feet wide (10 feet on each lot), the house structures on lots 5 and 6 are less than 18 feet apart from each other.
- There is no Fox Glade PUD *Block 2* walkway easement included on the Oaks Townhomes plat (walkway does not continue through the Oaks), 1975 plat on file at the county.
- A similar walkway easement in *Block 1* of same Fox Glade PUD between lots 4 and 5 (McKinley Street) is closed (not in use), also not dedicated and not continued through Oaks Townhomes (see same 1969 FOXGPUD plat). For an example of a dedicated walkway in Saint Charles please see Mc Clatchey subdivision between lots 7 and 1 (near 7th Street and Fellows Street), plat on file at the county, 1973.

We request the City of Saint Charles please process vacating this walkway easement in Fox Glade PUD, Block 2, along Lots 5, 6, 13 & 14.

Gary and Sherry Fox

Date 9-9-16



Hilda Holm

Date 9-9-16



Jeff and Christine Carlson-Fox

Date 9-9-2016



Philip VanAcker

Date 9-9-2016





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.c

Title: Recommendation to approve an Intergovernmental Agreement with the Park District and River Corridor Foundation for the River Park Concept Study

Presenter: Chris Adesso

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$0.0

Budgeted Amount: N/A

Not Budgeted:

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

At the July 25 Government Services Committee meeting, during the presentation of Item 4.c. - *Recommendation to approve Agreement with WBK, LLC for Professional Engineering and Surveying Services for the Active River (River Park) Concept Feasibility Study*; a motion was made to approve the item, pending the approval of an Intergovernmental Agreement cementing the three parties fiscal commitments to the study.

The attached Intergovernmental Agreement was vetted through the City’s legal counsel and presented to both the Park District and River Corridor Foundation’s boards for approval. The agreement has been approved and signed by both entities and is being presented to the Government Services Committee this evening for approval.

Fiscal commitments from both the Park District and River Corridor remain unchanged and the breakdown of the funding for the study is as follows:

City Costs Share	Park District Cost Share	River Corridor Foundation Cost Share	Total
\$73,000	\$35,000	\$5,000	\$113,000

The City will act as the lead agency for this project and will engage in managing the consultant, performing project management duties and collaboratively informing both the Park District and River Corridor Foundation on the status of the study.

Attachments *(please list):*

- * River Park Concept Intergovernmental Agreement – signed by RCF and Park District

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve an Intergovernmental Agreement with the Park District and River Corridor Foundation for the River Park Concept Study.

AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 2016, by and between the CITY OF ST. CHARLES (hereinafter the "CITY"), Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, the RIVER CORRIDOR FOUNDATION OF ST. CHARLES (hereinafter referred to as the "RIVER CORRIDOR"), an Illinois not-for-profit corporation exempt under section 501(C)3 of the Internal Revenue Code, and the ST. CHARLES PARK DISTRICT, Kane and DuPage Counties, Illinois (hereinafter referred to as the "PARK DISTRICT"), a body corporate and politic of the State of Illinois, The CITY, the RIVER CORRIDOR, and the PARK DISTRICT are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

WITNESSETH:

WHEREAS, the CITY is authorized, among other matters, to acquire and hold real property for corporate purposes pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) and is a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, thereby having the power to exercise any power and perform any function pertaining to its government and affairs, unless otherwise limited by law; and

WHEREAS, the RIVER CORRIDOR is an Illinois not-for-profit corporation and exempt under section 501(c)3 of the Internal Revenue Code and is authorized to raise funds for the redevelopment of the Fox River Corridor of St. Charles and oversee the redevelopment of the Fox River Corridor of St. Charles; and

WHEREAS, the PARK DISTRICT is authorized, among other matters, to establish recreation programs and to acquire real property to effect any of the powers or purposes granted under the Park District Code (70 ILCS 1205/1-1 *et seq.*); and

WHEREAS, the Fox River is an underutilized amenity that has potential to add many opportunities for the citizens of the CITY, PARK DISTRICT, AND FOREST PRESERVE DISTRICT; and

WHEREAS, the PARTIES mutually agree that the FOX RIVER would be appropriate for a variety of purposes including but not necessarily limited to recreation opportunities, river front trail opportunities, clean water initiatives and improved shoreline stabilization and towards that end, the PARTIES have secured a proposal for services to determine the feasibility of the concept know as the “RIVER PARK” as identified in the 2015 River Corridor Foundation of St. Charles Master Plan; and

WHEREAS, the PARTIES mutually desire to set forth their respective rights and responsibilities with respect to determining the feasibility of the study of the FOX RIVER for the uses stated above, or such other uses as may be appropriate and the future implementation of the recommendations to be contained in the study.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the PARTIES mutually agree and bind themselves as follows, to wit:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Agreement as though fully set forth in this Section 1.

Section 2. Professional Services. The Parties recognize that it will be necessary to have a professional prepare a Concept Feasibility Study with a scope of services as described in **Exhibit A** attached hereto and made a part hereof and generally consists of the following sections: a.) DATA COLLECTION; b.) BASE MAPPING; c.) HYDRAULICS; d.) ALTERNATIVES ANALYSIS; e.) EXECUTIVE SUMMARY; and f.) OTHER RELEVANT INFORMATION REGARDING THE PROOF OF RIVER PARK CONCEPT. The costs for the study shall be shared among the PARTIES – RIVER CORRIDOR - \$5,000, PARK DISTRICT -

\$35,000, CITY - \$73,000. The PARTIES shall confer prior to the execution of any contract for the professional services to be completed. The CITY shall act as the lead agency in administering the project study, and shall consult with and receive input from the other Parties while performing the study .

Section 3. Future Agreements. The PARTIES recognize that there are additional issues that will need to be addressed and resolved, and that the rights and responsibilities of each of the PARTIES will need to be more clearly defined, as they work together towards the ultimate goal of IMPLEMENTATION OF THE AMENDED RIVER CORRIDOR MASTER PLAN.

These issues include, but are not necessarily limited to the following matters:

- appraisal/title research issues
- financing issues, including grant applications
- identifying which PARTY or PARTIES will proceed with projects
- determining the cost-sharing responsibilities of each PARTY with respect to the activities contemplated under this Agreement and future agreements

The PARTIES agree to work cooperatively on such issues and to enter into such additional future agreements as are necessary to address such matters. Notwithstanding anything in this Agreement to the contrary, nothing set forth in this Agreement shall bind a PARTY to make specific financial contributions, fund specific expenditures or otherwise incur financial liability for any action contemplated other than the specific financial commitment under Section 2 of this Agreement. Any contributions or expenditures to be made or binding financial obligations to be incurred in the future shall require an amendment to this Agreement approved by the governing body of each of the respective PARTIES.

Section 4. Mutual Assistance. The PARTIES shall endeavor to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the PARTIES as reflected by the terms of this Agreement, including, without limitation, the enactment by the PARTIES of such

resolutions and ordinances, the execution of such applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this Agreement.

Section 5. No Third-Party Beneficiaries/Relationship of Parties. Nothing contained in this Agreement, nor any act of a PARTY, shall be deemed or construed by any of the other PARTIES, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Parties other than that expressly provided for herein.

Section 6. Paragraph Headings. The paragraph headings and references are for the convenience of the PARTIES and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 8. Contact Person. The following persons shall be the primary contact person for each of the PARTIES:

CITY: Mark Koenen
City Administrator
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
630/377-4422
mkoenen@stcharlesil.gov

RIVER CORRIDOR John Rabchuk
President
River Corridor Foundation of St. Charles
214 South 1st Street, Suite A
St. Charles, Illinois 60174

PARK DISTRICT:

Holly Cabel
Director
St. Charles Park District
101 S. 2nd Street
St. Charles, IL 60174

Section 9. Amendment. This Agreement may be amended only by written instrument properly executed by the PARTIES. Execution of any such amendment by a PARTY shall first have been authorized by an ordinance or resolution duly adopted by the corporate authorities of the PARTY.

Section 10. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 11. Governing Law. The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement. Venue for any litigation arising hereunder shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and seals on the day year first above written.

CITY OF ST. CHARLES, an Illinois municipal corporation,

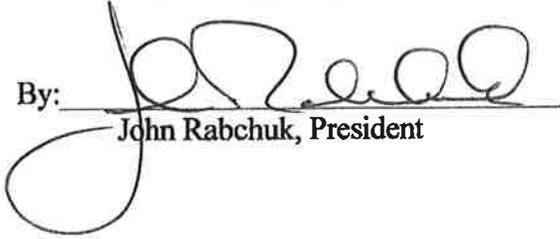
By: _____
Mayor Ray P. Rogina

ATTEST:

City Clerk Nancy Garrison

RIVER CORRIDOR FOUNDATION OF ST.
CHARLES, a 501(c)3 organization

By:



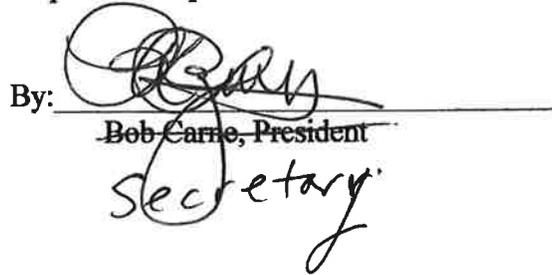
John Rabchuk, President

ATTEST:

Richard Anderson
Secretary

ST. CHARLES PARK DISTRICT, a body
corporate and politic of the State of Illinois

By:



~~Bob Carne, President~~
Secretary

ATTEST:

Bob Carne
~~Secretary~~ President

Exhibit A

PROJECT PROPOSAL

River Park Concept Feasibility Study | Fox River – St. Charles, IL

July 13, 2016

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

**Subject: Proposal for Professional Engineering Services
River Park Concept Feasibility, Fox River – St. Charles, IL**

Dear Mr. Suhr:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the City of St. Charles (Client) for professional engineering services to facilitate concept development and initial feasibility of the River Park project on the Fox River in Downtown St. Charles. WBK looks forward to the opportunity to assist the City of St. Charles as we believe this project has the ability to be transformative for the community and economic vitality of the downtown. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

UNDERSTANDING OF THE ASSIGNMENT

The City of St. Charles is interested in determining the feasibility of water based river features or “park” on the Fox River from IL 64 to Pottawatomie Park. The “park” would include a paddle course that would seek to improve safety, improve fish passage and would become a destination for recreation while preserving existing recreational uses on the Fox River including rowing and boating.

Prior to a significant expenditure on the project the City would like to explore the feasibility of concepts by determining alternative geometries, maintenance and operational issues as well as identifying the regulatory approval process.

The concept presented in the Fox River Corridor Master Plan includes a new dam structure located near the UPRR trestle crossing the Fox River and modifications to the existing St. Charles dam structure. In accordance with IDNR-OWR procedures, approval of the design concept should be procured prior to initiation of a detailed design study for the project. The first step is to identify the feasibility of a design concept to achieve the goals determined by the City. The limits of the study area the Union Pacific Rail trestle crossing the Fox River to the north and Main Street (IL 64) bridge crossing the Fox River to the south.

SCOPE OF SERVICES

DATA COLLECTION – This task consists of gathering the data required to complete the scope noted herein and engagement of resource agencies to procure the same.

1. **Field Visit / Photo Documentation** – Existing conditions of the project area will be documented to establish a baseline existing condition for the study. Documentation includes a field walk and written observation of conditions along with photo documentation of conditions such as structures, walls, landscaping and any other element considered to be potentially significant in defining an alternative for consideration.

WBK Engineering, LLC
WBKEngineering.com

 Part of the Arno Bradsen Family

St. Charles Office
116 West Main Street, Suite 201
St. Charles, IL 60174
630.443.7755

Aurora Office
8 East Galena Boulevard, Suite 402
Aurora, IL 60506
630.701.2245

2. Topographic mapping (2 foot contours) – The current Kane County 2 foot topographic contours will be procured to create base conditions outside ground survey limits. This data will assist to verify drainage sub areas and the relationship between existing roads and buildings and the proposed conditions.
3. Parcel Data, City Utility Information, Ownership of land and infrastructure (City GIS) – Parcel data will be procured from Kane County and the City of St. Charles to establish ownership of parcels adjacent to the project. Utility information will also be procured to identify sanitary sewer, electric or water supply infrastructure that will impact alternative development and selection.
4. Bathymetric Survey (USACE) - The USACE has performed a bathymetric survey of the Fox River from Algonquin to Montgomery and including the reach in which this project is considered. It is assumed the USACE bathymetric survey data will be made available to the City and there is no cost to the City for procurement. It is also assumed the data is readily “readable and useable” with ESRI – GIS software and significant conversion to make the data useable for the project is not necessary. The USACE bathymetric information will be used to establish river channel cross sections below water surface elevation.

FIELD SURVEY & BASE MAP

1. Cross sections & Ground Topography – Ground survey will be performed within 100 feet of the east and west banks of the river within the project limits. Data will be gathered utilizing GPS and total station robotic survey equipment. Horizontal data will be captured in state plane coordinate and vertical datum will be consistent with FEMA benchmarks and datum requirements. Horizontal control will be set for use in future studies to tie in additional survey data. Existing utilities, wall, structures, trees and significant elements will be surveyed and documented. Topographic survey will be utilized to develop cross section for hydraulic modelling and to understand horizontal and vertical relationships of alternatives.
2. Wetland delineation – wetlands will be delineated along the Fox River within the project limits. Wetland limits will be surveyed and incorporated into the project base map.
3. Existing Conditions Base Map - All field data will be downloaded and a base map created depicting ground survey and bathymetric survey in one document. All parcel data, utility information and two foot contours will also be incorporated. The base map will be checked through a field review and will be presented to the City for review and comment prior to being finalized.

HYDRAULICS

1. Procure FEMA regulatory hydraulic models – WBK will procure the regulatory HEC2 hydraulic model for the Fox River within the project limits. The model will be converted into HEC RAS for further refinements and alternatives analysis.
2. Existing Conditions Hydraulic Analysis – update existing model with current field data – The existing regulatory model will be reviewed, revised and updated to include additional cross sections as appropriate to establish a current and accurate existing conditions model. The baseline condition will be utilized to evaluate alternatives. Updated flood profiles will be established based on the updated model. A detailed regulatory review and verification of this model is not included in this task as initial coordination with regulatory agencies is considered in the Alternatives Analysis portion of this scope.

ALTERNATIVES ANALYSIS

1. Purpose, location and configuration – The development of alternatives is an iterative process. The initial selection of alternatives will begin with a review of the base map and existing conditions and the goals for the project. The logical location and number of hydraulic “steps” to maintain the pool north of the UPRR crossing and to match the existing conditions at the IL 64 Bridge will be determined. Initial geometry will be developed through a series of discussions between S2O and WBK. An intense week long internal vetting of alternatives will result in an evolution of the alternatives most likely feasible and most likely permissible. These alternatives will be presented to City staff for review. Alternative geometry and locations will be prioritized for further analysis with selection of an initial preferred alternative. Project constraints will be identified and alternatives will be eliminated or revised to comply with goals and constraints.

2. Alternative development

- a. Hydraulic Evaluation – the initial preferred alternative will be evaluated with HEC-RAS to determine flood impacts, recreational impacts / opportunities, safety impacts and fish passage benefits. Based on the initial hydraulic analysis a second hydraulic analysis may be performed refining the initial preferred alternative or evaluating the next prioritized alternative.
- b. Alternative Refinement – The initial preferred alternative will be evaluated from various perspectives including structural, environmental (fish, sediment, water quality), constructability, recreational, land use, land rights, and safety. These evaluations will be high level based on the information available and within the scope of this effort. These evaluations are not exhaustive or final but intended to guide the process to a preferred alternative and to identify the challenges moving forward.
 - i. Concept Plans / exhibits – A concept plan for the preferred alternatives will be developed. The plan will utilize the topographic and bathymetric survey gathered in prior tasks and the existing conditions base map. The plan will define the hydraulic controls with preliminary geometry so the City can begin to quantify costs, impacts, land rights, etc. The plans will generally include these elements as either separate sheets or combined on a single sheet / exhibit.
 1. Geometric plans sheets
 2. River profile
 3. Cross sections
 4. Details
 5. Adjacent Land Use Opportunities
- c. Regulatory Compliance – the permitting feasibility of the preferred alternative relies on input from resource agencies (IDNR, USACE, USFWS). Since the response will be commensurate with the level of detail and project understanding we can offer, we have prioritized our effort to include only IDNR at this time. We believe their input to be most critical and would solicit their input and support as an initial step. Early coordination with other regulatory agencies is necessary but not included in the scope at this time.
 - i. Environmental Concerns – Environmental concerns will be identified such as fish passage, sediment management. Specific solutions are outside the scope of this report however, generic and previously successful solutions will be identified and determined if generally feasible and compatible with the initial preferred alternative.
 - ii. Permit Requirements – All permits will be identified based on the initial preferred alternative including permitting agency, application process, public involvement, necessary level of documentation for submittal and estimated timeline for review and response. Permits anticipated include, Dam Permit, USACE and City of St. Charles Stormwater Permit. Water Quality Certification may be required for the project however, until the project can be defined more clearly, it is out of the scope of this phase to coordinate and determine this requirement with the IEPA.
- d. Concept Level Costs – We will develop initial concept level project costs from the concept plans created for the initial preferred alternative noted in the previous task. Concept level costs will be developed to include:
 - i. Phase 1 Engineering
 - ii. Phase 2 Engineering
 - iii. Construction
 - iv. Operation and Maintenance

These costs will be based on the plans and project understanding developed in the prior task. We will also utilize our experience on other projects, consult the City for input, and compare to other similar facilities.

- e. Schedule – Based on the preferred alternative and regulatory input we will develop a preliminary project timeline and spread the expenditures identified in the concept level cost estimate across budget years. We will also identify primary action items, milestones and stakeholder engagement.
3. Funding Alternatives (grants, etc.) – We will research available grants and determine feasibility of other funding mechanisms based on the preferred alternative, program availability and current status of the same. A table identifying source, funding limits, match requirements, program goals and capability with preferred alternative will be developed.

SUMMARY

Executive Summary – The preferred alternative will be summarized in a two page executive summary. Tables and graphics from prior tasks will be collated so the project can be understood and digested by elected officials, the public, regulatory agencies and funding opportunities. No additional exhibits are included with this task.

MEETINGS AND COORDINATION

WBK and S2O will coordinate and facilitate several meetings to accomplish project objectives. Meetings include:

- Project initiation (kickoff) meetings
- Regulatory Coordination Meetings (3 meetings)
- City coordination meetings (2 meetings)
- Active River Coordination (1 meeting)
- Report review with City and Active River (1 meeting)

PROJECT ASSUMPTIONS

In preparing this proposal, we have attempted to provide you with a scope of services to accomplish the goals of the project. In doing so, we have made some assumptions which will need to be verified during the engineering process. Any findings which are not consistent with our assumptions may increase the engineering budget for this project. We will thoroughly discuss any such findings with you and negotiate any budget revisions prior to proceeding. Our assumptions are as follows:

- The site was never used for storage of hazardous materials, and therefore the cost of an environmental assessment, mitigation, clean-up and permitting services are not included.
- Geotechnical borings and analysis is not included in this proposal. If it is determined that a study will be necessary we will assist you in soliciting a proposal for this work.
- USACE bathymetric survey data is available for use and incorporation into and existing conditions exhibit.

ESTIMATE OF FEES

i Due to the nature of the tasks listed in the above Scope of Basic Services, we have provided time and material budgets. The actual amount invoiced will be based on the level of effort required to accomplish the task, but we will not exceed the budget without your prior approval. Our estimated fees are based on the entire Scope of Basic Services being awarded to us. In general, individual tasks cannot be broken out and awarded separately.

Task #	Task Name	Fee
Task 1	Data Collection	\$9,200
Task 2	Field Survey and Base Map	\$22,100
Task 3	Hydraulics	\$7,700
Task 4	Alternatives Analysis	\$59,800
Task 5	Summary Report	\$3,200
Task 6	Meetings and Coordination	\$6,500
	TOTAL	\$108,500
	Reimbursable Costs (Including Travel for S2O)	\$4,500



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.d

Title:

Recommendation to award Contract for Fiber Modeling Software to Schneider Electric

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$84,865

Budgeted Amount: \$80,000

Not Budgeted:

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

The Communications Utility operates an extensive fiber network that connects all City buildings, all D303 facilities, and two Kane County facilities. The network is used for City phones, the City computer network, SCADA (Supervisory Control And Data Acquisition) systems, security systems, camera systems, Police and Fire Department links to TriCom, and similar communication and network uses for D303 and Kane County, including a link between TriCom and the Kane County 911 Center.

Over the last 15 years, we have advanced from running 12 count fibers to running 144 count fibers. The Communication Utility budgeted to purchase software, linked to the City GIS system that will enhance how we document and manage the fiber assets. The City released a Request for Proposal (RFP) to search for vendors who provide this specialized software. Seven proposals were received and reviewed. From the seven proposals, four vendors were elevated to provide demonstrations of their software. Schneider Electric was selected as the highest ranked proposal due to their competitive pricing, ability to meet project requirements and overall system functionality.

The system will improve productivity and network reliability with its ability to trace connectivity through GIS and show how buildings are connected through patch panels and splices. Having these tools will reduce time when troubleshooting issues, planning system improvements and designing new connections.

The project represents a collaborative effort between Public Works Electric Utility and the Information Systems GIS Division. Originally scoped in 2014 and placed on hold to ensure alignment with the recently completed Fiber Rate Study. The unbudgeted balance of \$4,865 will come from excess funds for a capital project in the FY16/17 budget that was not necessary.

The City Attorney has reviewed and approved the contracts presented.

Attachments *(please list):*

*Fiber Management Review Summary *Professional Services Agreement *Software License Agreement *Confidentiality Agreement *Task Order 1

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve contract with Schneider Electric for fiber modeling software and implementation services for a not to exceed cost of \$84,865.

	Proposed Scope of Work	Company Experience and References	Personnel and Staffing Resources	Completeness and Presentation	Total Score	Strength of Solution	Proposed Solution Meets Requirements per RFP Response	Proposed Cost from RFP Response	Comments	First Year Cost Software Purchase and Implementation	5 Year Total Cost of Ownership	10 Year Total Cost of Ownership
Enghouse	53	65	50	13	181	60%	No	\$146,600	Removed implementation Services to meet budget	\$71,600	\$110,800	\$159,800
Fiber Optic	44	18	18	1	81	27%	No	\$31,200	Incomplete Proposal	-	-	-
Five Points	73	32	30	13	148	49%	No	\$363,763	Not Elevated to Demonstration	-	-	-
NewCom Tech	52	48	38	18	156	52%	No	\$53,315	Not Elevated to Demonstration	-	-	-
Schneider	86	76	73	14	249	83%	Yes	\$240,688	Adjusted licensing and removed optional items to meet budget.	\$84,665	\$115,865	\$154,865
StellarRad	65	57	46	11	179	60%	No	\$134,360	Underlying technology is not compatible with existing City solutions	\$36,741	\$58,805	\$86,385

This Professional Services Agreement (“Agreement”) made effective on the ____ day of _____, 2016 (“Effective Date”) by and between the City of St. Charles, IL (“Client”) and Telvent USA, LLC, a limited liability company organized under the laws of Delaware (“Contractor”), and collectively the “Parties” and individually, “Party” with reference to the following:

WHEREAS, Client requires Contractor to perform certain professional Services as defined in each applicable Task Order to this Agreement; and

WHEREAS, Contractor has the expertise necessary to perform such Services; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises the Parties hereby agree as follows:

Article 1 – Scope of Agreement

This Agreement establishes the framework in order to enable Contractor to provide professional Services to Client and its Affiliates. “Services” means work described in an applicable Task Order/Statement of Work (“SOW”) that is agreed upon by both Parties in the format set forth in Attachment A. The Parties agree that the terms of this Agreement will govern all purchases by Client of Services unless otherwise agreed by the Parties in writing. Pre-printed terms contained in any Client purchase order shall not take precedence over any terms found in this Agreement

"Affiliate" means any corporation or other entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party. A corporation or other entity shall be deemed to control another corporation or entity if it, directly or indirectly, owns more than fifty (50%) percent of the voting shares or other interest, or has the power to elect more than half the directors or representatives of such other corporation or entity.

Article 2 – Responsibilities of Contractor

- a. Professional Standards. Contractor shall perform all Services and provide all products as specified in this Agreement and the applicable Task Order. In performing the specified Services, Contractor shall follow practices consistent with the professional and technical standards in the industry.
- b. Staffing. Contractor will furnish Services in the amount necessary to complete the work promptly and effectively and shall be responsible for the supervision and direction of the work by its employees. For each Task Order, Contractor shall identify a designated project manager, who shall be empowered to act for the Contractor in accordance with this Agreement in all matters relating to the technical administration and staffing matters relating to the Services as defined in the Scope of Work set forth in each Task Order.
- c. Change in Key Contractor Staff. Should Contractor’s project manager be unable to complete his/her responsibility for any reason, Contractor will provide replacement personnel of equal qualifications, education and experience. Contractor will be responsible to bear any relocation, training, and expenses associated with providing

such replacement personnel including the time necessary for such personnel to become familiar with the Services already performed.

Article 3 – Independent Contractor

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between Client and Contractor. Contractor is an independent contractor and not an employee of Client, or any of its subsidiaries or Affiliates. The consideration set forth in a Task Order or SOW shall be the sole consideration due to Contractor for the Services rendered hereunder.

Article 4 – Responsibilities of Client

- a. **Staffing and Project Manager.** Client agrees that its officers and employees will cooperate with Contractor in the performance of Services under this Agreement and will be available for consultation with Contractor at such reasonable times as do not conflict with their other responsibilities. In each Task Order, Client shall identify its designated Project Manager, who shall be empowered to act for the Client in accordance with this Agreement and shall have sole discretion to review the quality, acceptability and fitness of Services performed and items provided by the Contractor.
- b. **Change in Key Client Staff.** Should Client's Project Manager be unable to complete his/her responsibility for any reason, Client will provide replacement personnel of equal qualifications, education and experience. Client will be responsible to bear any relocation, training, and expenses associated with providing such replacement personnel including the time necessary for such personnel to become familiar with the Services already performed.
- c. **Data, Resources and Facilities.** Upon request by Contractor, Client, without charge, will reasonably furnish or make available for examination or use any data and/or Client resources that is necessary for Contractor to complete the Services.

Client shall also provide Contractor sufficient access to the hardware and software system(s) required for the performance of the Services. Contractor shall conform to the terms and conditions of the Client's Vendor Network Connection Agreement while performing the Services, attached here as Attachment D.

- d. **Specification of Deliverables.** The specifications of deliverables described in each Task Order are intended as precise guidance as to the conduct within a project. However, the Client realizes that different combinations of work practice, updated technological approaches, and modern equipment can potentially yield a final product of accuracy and quality equal to that proposed in each Task Order.
- e. **Backup and Recovery.** During the entire course of the project, Client will be responsible for backup/recovery of all onsite project related digital data, materials and databases. Contractor will be responsible for backup/recovery of all project related data housed on Contractor computer systems.

Article 5 - Acceptance

- a. Deliverable Review. All deliverables as defined in each SOW ("Deliverable(s)") shall be submitted to Client for review and categorization as detailed in Article 5(c) below. Client shall have fourteen (14) days to categorize the Deliverables and Contractor shall be notified in writing of any delays in the review period. Should Client fail to notify Contractor in writing within fourteen (14) days, the Deliverables shall be deemed accepted.
- b. Compliance. All reviews will be performed on the basis of work correctness and compliance with the Agreement. Client reserves the right to return for correction within the review period any Deliverables that are in error or have not been prepared within the specifications set forth in the applicable SOW.
- c. Classification of Deliverables. After review, Deliverables shall be classified as follows:
 - (i) DELIVERABLE ACCEPTED, shall be defined as a Deliverable conforming to the SOW or meeting the specifications, with no more than minor and/or isolated exceptions or nonconformities. In such case Client will take responsibility for any necessary corrections.
 - (ii) DELIVERABLE ACCEPTED WITH REWORK, shall be defined as a Deliverable essentially conforming to its specification, but having a significant number of isolated exceptions, and is accepted pending re-editing and correction by Contractor. Contractor shall re-edit the work for the indicated errors and resubmit within 30 days. Client will rerun its acceptance checks for the classes of errors detected in the initial check and will reclassify the Deliverable(s) as either ACCEPTED or REJECTED.
 - (iii) DELIVERABLE REJECTED, shall be defined as a Deliverable failing to conform to the SOW or to meet specification in ways that indicate that major improvements in procedure are needed to avoid recurrence. Contractor shall rework the Deliverable and resubmit to Client within 30 days, at which time the Client will rerun its acceptance check and reclassify the work.
- d. Client Delays. Client must exercise due diligence and shall ensure that factors beyond the control of Contractor, such as Client delays and failure to fulfill Client responsibilities, will not interfere with Contractor's ability to complete the Services. Client shall notify Contractor of any such factors that may cause delays in the completion of tasks or changes to the SOW, and both Parties will mutually determine required modifications to this Agreement.
- e. Final Acceptance and Certification. At the conclusion of project acceptance, Contractor will request that Client sign a final acceptance certificate and Client shall have fourteen (14) days to sign off on the final acceptance certificate. Should Client fail to notify Contractor of their acceptance in writing within fourteen (14) days of receiving the final acceptance certificate, all of the Deliverables shall be deemed accepted. In addition, should Client use any of the Deliverables in a Production Environment prior to receipt of an acceptance certificate, such use shall constitute deemed acceptance on part of

Client. A "Production Environment" is defined as a computer system consisting of hardware that is executing the Software in an environment that is accessed by end users and is part of Licensee's system of record database system for live business operations.

Article 6 – Changes to the SOW

Client may at any time request additions, modifications or deletions to the SOW set forth in each Task Order. If such changes cause an increase or decrease in the cost of, or time required for, performance of the Services, an equitable adjustment shall be made in the fixed fee, and the Task Order shall be modified in writing accordingly, using the form provided in Attachment B. Project members may discuss or make arrangements for changes in the SOW, but any verbal or written communication between or among Client and Contractor project personnel shall not be construed as a modification to the conditions of the Agreement unless a formal modification is executed using the scope change order form provided.

Article 7 – Compensation and Invoices

- a. **Fixed Fee for Tasks.** Client shall pay Contractor the fixed fee for each task performed as outlined in the applicable Task Order. If changes in the schedule are made by consent of both Parties that affect the completion of tasks or change the order of the tasks that affect milestone acceptance, the Contractor has the right to invoice based on a partial milestone completion percentage. In the event any work task is not 100 percent complete, Contractor will submit sufficient documentation to assure the Client that Contractor has satisfactorily performed such tasks. This preliminary acceptance for payment in no way abrogates Contractor's responsibility to correct any errors in compensated work tasks. The maximum amount that Contractor may be paid for each task, unless otherwise provided by written authorization from Client, shall be as specified in the Task Order.
- b. **Milestone Payments and Out-of-Pocket Expenses.** Each Milestone payment amount includes the labor plus any out-of-pocket expenses. The Contractor will submit an invoice and Milestone Acceptance Form (Attachment C, attached hereto and made a part hereof), identifying the Milestone delivered, and the expected amount. The Client will have 15 days to approve or reject the Milestone Acceptance form, the signature of which constitutes acceptance of the deliverables within the Milestone. Failure on the part of Client to reject the Milestone within 15 days will constitute acceptance. Invoice terms are 30 days net, following approval of Milestone Acceptance, or as otherwise agreed to in a Task Order. The Contractor will provide bank wiring instructions for wire transfer. Any invoices that are past due are subject to additional interest of 8% per year calculated monthly.
- c. **Exclusive of Shipping, Handling, and Taxes.** Services, products, and data provided for under this Agreement are quoted exclusive of all state, local, and other taxes or other charges (other than income taxes payable by Contractor). In the event such taxes and/or charges become applicable to Contractor's Services, products, or data, Client shall pay any such applicable tax upon receipt of written notice that is due. If Client fails to pay any fees under this Agreement, or any taxes, duties, levies or assessments,

Client shall pay all reasonable expenses incurred by Contractor in collecting these sums, including reasonable attorney's fees, interest and penalties.

Article 8 – Indemnification

- a. **General Indemnity.** Each Party (the “Indemnifying Party”) agrees to indemnify the other Party (the “Indemnified Party”), its officers, directors and employees from and against any and all third Party claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities to the extent resulting from the Indemnifying Party's negligence or misconduct arising from or related to the performance of the work pursuant to this Agreement. It is the intent of this Agreement that each Party to this contract shall bear the risk of and liability for its own actions arising from or related to the performance of the work pursuant to this Agreement. Client shall continue to have any other remedies available at law, subject to the limits of liability set out herein.
- b. **Copyright and Intellectual Property Rights.** Contractor will indemnify, at its expense, any action or proceeding brought against Client by a third Party to the extent that it is based on a claim that any part of the Deliverables provided, or their use under this Agreement, infringes any copyrights, trademarks, patents or other intellectual property right in Canada or United States (“Claim”). Client shall promptly notify Contractor in writing of any infringement action or proceeding that has been brought or threatened of which it is aware. Contractor will settle or defend the action and pay the costs and damages awarded in any action or proceeding, provided that Contractor has control of the defense of any action and all negotiations for settlement or compromise in connection therewith. In the event that a final injunction is obtained against Client's use of any part of the Deliverables by reason of infringement of a foregoing proprietary right, or if in Contractor's opinion the Deliverables is likely to become the subject of a claim for such infringement, Contractor shall at its option and expense, either:
 - (i) procure for Client the right to continue using such portion of the Deliverables; or
 - (ii) replace such portion of the Deliverables with a non-infringing and non-misappropriating functional equivalent satisfactory to Client or
 - (iii) modify such portion of the Deliverables in a way satisfactory to Client so that it becomes non-infringing and non-misappropriating.

Contractor will have no indemnification obligations under this section with regard to any Claim that is based upon (a) a modification of the Deliverables made by Client (other than at Contractor's written direction); (b) use of the Deliverables in combination with products, data or business methods not provided by Contractor, if the infringement or misappropriation would not have occurred without the combined use; (c) use of any release of the Deliverables if, as of the date of a Claim or threatened Claim, the infringement or misappropriation would not have occurred through use of a more recent release of the Deliverables; (d) any use of the Deliverables by Client other than for Client's internal use; (e) use by Client after notice by Contractor to discontinue use of all or a portion of the Deliverables.

- c. Data for Work Execution. It is understood among the Parties that the Contractor is relying solely upon information, data, records, documentation, and maps already in existence and copy made available through public record or confidential sources by the Client to the Contractor with which to perform its obligation under this Agreement, and that the resulting work product is informational only and may not be relied on as a substitute for documents of records.

Article 9 – Limitation of Liability

Contractor's liability, including the liability of any Subcontractors or Affiliates, to Client in contract tort, strict liability or otherwise regarding the Services or Deliverables provided under this Agreement, is limited to amounts paid by Client under the Statement of Work which is the basis for the liability. In no event will, Contractor, or any Subcontractor or Affiliate be liable for any indirect, special, or consequential damages, including lost profits, even if advised of the possibility of such damage or loss. The limitation of liability stated in this Article shall not apply to damages resulting from personal injury, death or property damage to tangible physical property which results from Contractor's or any Subcontractor's or Affiliate's gross negligence or willful misconduct.

Article 10 – Insurance

- a. Insurance Coverage. Contractor shall comply with Client's insurance requirements in accordance with the terms and conditions set forth in Attachment E, attached hereto and made a part hereof.

Article 11 – Confidential Information

- a. Along with this Agreement, the Parties are simultaneously executing a separate Confidentiality Agreement which is intended to cover the confidentiality requirements of both Parties.

Article 12 11 - Term and Termination

- a. Contract In Force. This Agreement shall continue in force until completion of all Services required of Contractor, unless terminated by Client or Contractor pursuant to the provisions herein.
- b. Termination For Cause. This Agreement may be terminated in whole or in part in writing by either Party in the event of substantial failure by the other Party to fulfill its obligations under this Agreement through no fault of the terminating Party. In the event Contractor is in default under this Agreement because of a failure to fulfill any material obligation contained herein, Client shall give written notice to Contractor of such default and in the event the Contractor has not remedied the default as soon as reasonably possible, but no later than thirty (30) calendar days from Contractor's receipt of said notice the Agreement may be terminated; provided that no such termination may be effected unless the other Party is given: (1) not less than fifteen (15) working days written notice

of intent to terminate, and (2) an opportunity for consultation with the terminating Party in order to correct any such default prior to termination.

- c. Termination for Convenience. The Agreement may be terminated in whole or in part in writing by Client for its convenience, provided that no such termination may be effected unless Contractor is given: (1) not less than ten (10) working days written notice of intent to terminate, and (2) an opportunity for consultation with Client prior to termination.
- d. Delivery Following Termination. Upon receipt of a notice of termination, Contractor shall: (1) promptly discontinue all Services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to Client all finished or unfinished documents and all information which have been accumulated, or prepared by Contractor in performing Services under the Agreement.
- e. Payment Following Termination. Contractor shall be paid on a pro rata basis for accepted work under this Agreement through the effective date of termination including any associated wind-down expenses incurred by Contractor, all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations.
- f. Persistence of Property Rights. Upon any termination of the Agreement, Client may take over the work and prosecute the same to completion by Agreement with another Party or otherwise. The provisions of Article 13, Property Rights, shall apply.
- g. Suspension of Work. If, prior to completion, work under this agreement is stopped or suspended by Client, Contractor shall be paid on a pro rata basis for accepted work completed under this Agreement through the effective date of suspension, including any associated wind-down expenses incurred by Contractor, and all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations. In addition, prior to restarting work, both Parties will negotiate a change in scope as provided in Article 6 to address any necessary additions in time or expense to complete the work as a result of the suspension. Suspension of work will not terminate this agreement. All other terms and conditions of this Agreement shall remain in force until such time as work is resumed or terminated as provided in this Article, such period of time not to extend beyond ninety (90) days from the issuance of the suspension without the mutual consent of both Parties.

Article 13 – Intellectual Property Rights

- a. Use of Proprietary Skills, Tools, and Data. Each Party reserves the right to use, for any purpose, any programming tools, skills, and techniques previously acquired, developed or used in the performance of the Services described herein. Nothing in this Agreement shall be construed as restraining either Party, their employees, or agents in the use of the techniques and skills of computer programming and design which may be utilized or acquired in the course of performance of this Agreement.

- b. License To Use. Contractor grants to Client, subject to the terms of this Agreement, a personal, nontransferable, nonexclusive license to use and copy the Deliverables solely for Client's internal business purposes. Client shall include Contractor's copyright notice and any other legend of ownership on all copies of the Deliverables as such notice appears on the originals. The Services and Deliverables delivered hereunder are not "work for hire". With the exception of the portions of Deliverables that contain data (either spatial or non-spatial) relating to the land, facilities and customers of Client, Contractor shall own all right, title, and interest to such Services and Deliverables.
- c. Excluded Uses. Client shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of Client's internal business organization the Deliverables.
- d. Provision Against Derivation of Source Code. Client shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of the core product used in conjunction with the Deliverables.
- e. Retention of Patentable Rights. Any patentable or unpatentable discoveries, ideas, including methods, techniques, know-how, concepts, or products ("Invention"); or any works fixed in any medium of expression, including copyright and mask work rights ("Works of Authorship"); or any other intellectual property created by Contractor during the course of the Services and provision of Deliverables shall be the sole and exclusive property of Contractor. With respect to any Inventions of Client relating to Contractor's software, Client hereby grants and agrees to grant Contractor an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use. Client agrees to disclose promptly to Contractor (i) each Invention relating to the Contractor software and made or conceived by Client's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.
- f. Ownership. Except as set forth in Section a. above, no direct or indirect ownership interest or license rights in Inventions, Works of Authorship or other intellectual property including software or patents are granted or created by implication in this Agreement.
- g. Performance of Similar Service. Contractor may perform the same or similar Services for others, including providing the same or similar conclusions and recommendations, provided that Client's Confidential Information is not disclosed.

Article 14 – Audit

- a. Inspection. Contractor shall maintain records of performance under this Agreement and make these records available for inspection and audit by Client.

- b. Audit. Audits conducted pursuant to this Article shall be in accordance with generally accepted auditing standards and established procedure and guidelines of the reviewing or auditing agency.
- c. Term. Records maintained under terms of the above shall be maintained and made available during performance of Services under this Agreement and until three years from date of final payment. In addition, those records which relate to any dispute, appeal, litigation, or the settlement of claims arising out of such performance or costs of items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

Article 15 – Covenant Against Contingent Fees

Contractor warrants that no person or company other than Contractor employees have been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; nor has Contractor paid or agreed to pay any person other than Contractor employees, company, corporation, individual, or firm any fee, commission, contribution, donation, percentage, gift, or any other consideration contingent upon or resulting from award of this Agreement. For any breach or violation of this provision, Client shall have the right to terminate this Agreement without liability.

Article 16 – Force Majeure

Neither Party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Any delays beyond the control of either Party shall automatically extend the time schedules as set forth in this Agreement by the period of any such delay.

Article 17 – Governing Law

The laws of the State of Illinois shall govern the interpretation of this Agreement without regard to choice of law provisions.

Article 18 – Venue

Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

Article 19 – Assignment

Any attempt by Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Client shall be void provided, however, that claims for compensation due or to become due to Contractor from Client under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to Client.

Article 19 – Notice

Any notice required or permitted to be given hereunder shall be deemed to have been given when received by the Party to whom it is directed by personal service, hand delivery, or mail delivery as follows:

TO CLIENT: City of St. Charles
2. E. Main St.
St. Charles, IL 60174

TO CONTRACTOR: Telvent USA, LLC
Legal Department
4701 Royal Vista Circle
Fort Collins, CO 80528

Either Party may change its representative or address above by written notice to the other.

Article 20 – Non-Hire

It is hereby mutually agreed that Client will not solicit, hire, or contract with any employee(s) of Contractor's staff who are associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the Client to Contractor.

Article 21 – Warranty Disclaimer

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SPECIFIC TASK ORDER, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE, OR WARRANTIES OF TITLE AND AGAINST INFRINGEMENT.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, CONTRACTOR DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CONTRACTOR, OR ITS VENDORS. IF SUPPLIED BY CONTRACTOR OR ITS VENDORS, CONTRACTOR BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. CLIENT IS RESPONSIBLE FOR THE QUALITY OF DATA AND VERIFYING THE ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

Article 22 – Immigration and Entry Requirements

If this Agreement requires performance of Services in Client's or another country outside the United States, Client shall assist Contractor in obtaining all necessary licenses, permits, authorizations, and passes, including but not limited to professional visit passes and/or employment passes issued by the national immigration agency under the national immigration law of such country, and any other clearances required, in a timely manner to support performance under this Agreement. Contractor's performance is contingent upon the foregoing, and in the event that Contractor is unable to obtain such in a timely manner, or that any of such are later withdrawn, Contractor's performance schedule, and any other necessary terms of this Agreement shall be equitably adjusted.

Article 23 – Waiver

The failure of either Party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either Party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

Article 24 - Severability

If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

Article 25 – Survival

The terms and conditions of this Agreement regarding payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

This Agreement represents the entire understanding of the Parties as to the subject matter herein. No prior oral or written understanding shall be of any effect with regard to these matters. Any change or modification of this Agreement including but not limited to a change under Article 4 (Changes to Scope of Work) shall be made only upon written consent of both Parties.

Signatures to follow on next page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written.



Professional Services Agreement

City of St. Charles, IL
(Client)

Telvent USA, LLC
(Contractor)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**ATTACHMENT A
Sample Task Order**

Professional Services Agreement
Task Order ____

In accordance with the terms and conditions of the Agreement (Contract No. _____/Effective Date of _____) between _____ (Client) and Telvent USA, LLC (Contractor), this Task Order authorizes delivery of the Services described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: See attached scope entitled, "_____."
2. Contract Type (FFP or T&M): _____.
3. Total Task Order Value: \$_____ to be paid in accordance with the following milestone schedule.

Milestone #	Task #	Description	Cost
		Total	\$

4. Delivery Schedule or Start/End Date(s) for Each Deliverable: See attached scope of work.
5. Special Considerations: None
6. Contractor Project Manager:
Client Project Manager:

ACCEPTED AND AGREED:

(Client)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TELVENT USA, LLC
(Contractor)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C
Sample Milestone Acceptance Form

Client Name and Project Code	DATE COMPLETED	DATE DELIVERED
Agreement/Task Order Number		
Milestone Number, Description, & Value		

Upon signature of this document Client hereby accepts the milestone set forth above. Telvent shall invoice Client for the total value of the above referenced milestone in accordance with the terms and conditions of the Agreement.

Accepted and Agreed:

Telvent USA, LLC:

<< Client >>:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Project Manager

Title: _____

Date: _____

Date: _____

Telvent Internal Use Only			
INVOICING and PAYMENT INFORMATION (per Contract Terms and Conditions)			
DATE RECEIVED (Milestone)	DATE ACCEPTED (≤15 Days after Received)	DATE INVOICED	DATE PAID (≤20 Days after Accepted/Invoiced)

ATTACHMENT D
City of St. Charles, Illinois
Vendor Network Connection Agreement

This Vendor Network Connection Agreement (the "Agreement") by and between the City of St. Charles , an Illinois municipality, with principal offices in the City of St. Charles , Illinois ("City") and Telvent USA, LLC , a Delaware corporation, with principal offices at 4701 Royal Vista Circle, Fort Collins, CO ("Company"), is entered into as of the date last written below ("the Effective Date").

This Agreement consists of this signature page and the following attachments that are incorporated in this Agreement by this reference:

1. Attachment 1: Vendor Network Connection Agreement Terms and Conditions
2. Attachment 2: Network Connection Policy
3. Attachment 3: City Confidentiality Agreement

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by Illinois State law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Telvent USA LLC

City of St. Charles

Authorized Signature

Authorized Signature

Name

Name

Date

Date

Attachment 1

**VENDOR NETWORK CONNECTION AGREEMENT
TERMS AND CONDITIONS**

Object: To ensure that a secure method of connectivity is provided between the City and Company and to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

Definition: "Network Connection" means one of the City connectivity options listed in Section B of the Network Connection Policy.

1. Right to Use Network Connection. Company may only use the Network Connection for business purposes as defined in an approved scope of work, agreement or contract with the City.
2. Network Security
 - a. Company will allow only Company employees approved in advance by City ("Authorized Company Employees") to access the Network Connection and any City -Owned computing resources. Company shall be solely responsible for ensuring that Authorized Company Employees will not pose a security risk, and upon the City's request, Company will provide the City with any information reasonably necessary to evaluate security issues relating to any Authorized Company Employee.
 - b. Authorized Company Employees will only be provided credentials that are unique to each user (i.e. no "generic" usernames and passwords) to access City -Owned computing resources. Usernames and passwords cannot be shared with anyone.
 - c. Company will promptly notify the City whenever any Authorized Company Employee leaves Company's employ or no longer requires access to the Network Connection and City -Owned computing resources.
 - d. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection (and Company's use of City -Owned computer resources) is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.
3. Notifications. Company shall notify City in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in Company's opinion a change in the connection and/or functional requirements of the Network Connection is necessary.

4. Payment of Costs. Each party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the Network Connection.
5. Confidentiality. The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the other's business records, technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Should such Confidential Information be orally or visually disclosed, the disclosing party shall summarize the information in writing as confidential within thirty (30) days of disclosure. If Confidential Information is disclosed by the Company and is considered "personal information" as defined in the Illinois Personal Information Protection Act, 815 ILCS 530/1 *et seq.* Company must provide immediate notice to the City. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. Upon request by the receiving party, the disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly each party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party's Confidential Information. The receiving party's obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.
6. Term, Termination and Survival. This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party's breach of this Agreement. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.
7. Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be

enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

8. Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
9. Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.
10. Force Majeure. Neither party will be liable for any failure to perform its obligations in connection with any Transaction or any Document if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.
11. Indemnification. Company shall indemnify and agrees to defend and hold City harmless against and from any and all loss, cost, damage, liability and expense incurred by City including reasonable attorneys' fees as a result of negligent acts, negligent errors, negligent omissions or willful conduct on the part of the Company, its agents, employees or subcontractors in the performance of this Agreement.
12. Conflict with other Agreements. In the event that any conflict between this Agreement (and any portion thereof) and any other agreement existing or hereinafter entered into between the Company and the City, the terms of this Agreement shall prevail.

Attachment2
NETWORK CONNECTION POLICY

Purpose: To ensure a secure method of network connectivity between City and its vendors and to provide a formalized method for the request, approval and tracking of such connections.

Scope: External data network connections to City can create potential security exposures if not administered and managed correctly and consistently. These exposures may include non-approved methods of connection to the City network, the inability to shut down access in the event of a security breach, and exposure to hacking attempts.

Definitions: A "Network Connection" is defined as one of the connectivity options listed in Section B. below. "Vendor" is defined as the City's Contractors, Suppliers and the like.

A. Vendor Network Connection Requests and Approvals

All vendor network connection requests must have the signature of the City Administrator, or his/her designee, for approval. Also, all vendors requesting a Network Connection must complete and sign a City Confidentiality Agreement.

B. Connectivity Options

The following connectivity options are the standard methods of providing a Vendor Network Connection. Anything that deviates from these standard methods must have written authorization from the City.

- 1) Private Leased line – Dedicated, Private Leased lines for vendors will be terminated on the Partner's network. These circuits can be delivered as T1 or Ethernet.
- 2) Encrypted Tunnel – Encrypted tunnels must be terminated on the vendor's Network, whenever possible. In certain circumstances, it may be required to terminate an encrypted tunnel in the City's DMZ, in which case the normal City perimeter security measures will control access to Internal devices.
- 3) Remote Access – Remote Access through a third party or directly via Internet remote control shall be determined by the City.

C. Protection of Information and Resources

The Company shall be held legally responsible for misuse of its access and use of the City's network and computing resources. The Company shall be entirely responsible for providing the appropriate security measures to ensure protection of their private internal network and

information. This includes the requirement that a City-approved virus protection software program is installed. This program must be operational and be using the latest virus detecting upgrades for computers used for this purpose.

The Company will not:

- a. Attempt to disguise their identity, or the identity of their account.
- b. Attempt to impersonate other persons or organizations.
- c. Appropriately use the City's name, or its network names.
- d. Attempt to monitor other users' data communications unless specifically authorized.
- e. Infringe upon the privacy of others' computer files.
- f. Read, copy, change, or delete another user's computer files or software without the prior express permission of the owner.
- g. Engage in actions that interfere with the use by others of any computers and networks, interfere with the supervisory or accounting functions of the systems, or are likely to have such effects.
- h. Attempt to bypass computer or network security mechanisms without the prior express permission of the City's Information Systems Department. Possession of tools that bypass security or probe security, or of files that may be used as input or output for such tools, shall be considered as the equivalent of such an attempt

D. Audit and Review of Vendor Network Connections

All aspects of Vendor Network Connections - up to, but not including the Company's firewall, may be monitored by the City's Information Systems Department.

E. City Information Systems Department Responsibilities

The City's Information Systems Department is responsible for the installation and configuration of a specific Vendor Network Connection and will ensure that all possible measures have been taken to protect the integrity and privacy of City confidential information. At no time will the City rely on access/authorization control mechanisms at the Company's site to protect or prohibit access to City confidential information.

The City's Information Systems Department has the responsibility for maintaining related policies and standards and will be the sole judge determining if the Company has complied with the Vendor Network Connection policy. The Information Systems Department is also responsible for approval of firewall design, configuration and engineering required for support of Vendor Network Connections.

ATTACHMENT E
Certificate of Insurance Requirements

Contractors shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

- (a) Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois
- (b) General Liability Insurance:
 - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 3) Contractual insurance – broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- (c) Automotive Liability Insurance:
 - 1) \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- (d) Umbrella liability \$5,000,000.
- (e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability insurance policies. The insurance coverage shall be written with insurance companies Licensed to do business in the State of Illinois. All insurance premiums shall be paid without cost to City. The Contractor shall, on an annual basis, furnish to City a Certificate of Insurance attesting to the respective insurance coverage throughout the contract term.
- (f) All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.

This is a License Agreement and not an Agreement for Sale. This License Agreement (“Agreement”) made effective on the ___ day of _____, 2016 (“Effective Date”) is between City of St. Charles, IL (“Licensee”), whose address is given in Exhibit 1 (Registered Licensee Information) annexed hereto, and Telvent USA, LLC (“Telvent”), and gives Licensee certain limited rights to use the proprietary Telvent Software and Related Materials. All rights not specifically granted in this Agreement are reserved to Telvent.

Article 1 - Definitions

As used herein, the following words, phrases or terms in this Agreement shall have the following meanings:

- a. “Development Software” is Software that may be used solely for testing, staging, and developmental purposes only.
- b. “Licensed Configuration” means the specific computer networks and/or computer systems where the Software installed and configured as designated by Licensee. Telvent’s Software shall be downloaded from the following website url: http://www.telvent-gis.com/support/download_form.shtml.
- c. “Production Environment” means computer systems consisting of hardware that is executing the Software in an environment that is accessed by end users and is part of Licensee’s system of record database system for live business operations.
- d. “Related Materials” means all of the printed materials, user and specification documentation, training documentation, and other material, if any, provided by Telvent for use with respect to the Software.
- e. “Software” means all or any portion of Telvent’s proprietary core software products including backups, merged copies, and updates that may be provided by Telvent under this Agreement.
- f. “Term License” means Software provided to Licensee for a limited period of time to be used for non-production purposes.

Article 2 – Reservation of Ownership & Grant of License

- a. Retention of Rights and License Grant. Telvent retains exclusive title and ownership of the Software and Related Materials licensed under this Agreement. Upon Licensee providing payment in full for the Software, Telvent grants to Licensee a perpetual (unless terminated as provided in Article 6), personal, non-exclusive, nontransferable license to use the Software and Related Materials pursuant to the terms of the Agreement. Licensee shall use reasonable efforts to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.

- b. License Management. Telvent employs a License Manager to limit use of the Software to specific computer networks and/or computer systems. As each configuration of computer networks and/or computer systems may be unique, Licensee agrees to conform its use of the Software to the Licensed Configuration. The Licensed Configuration is incorporated herein by reference, inclusive of any written modifications approved by Telvent. Licensee is required to update its Licensed Configuration to reflect current use of Software for license management purposes.

Article 3 – Copyright

The Software and Related Materials are owned by Telvent and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee shall not export the Software and Related Materials into a country that does not have copyright laws that will protect Telvent's proprietary rights.

Article 4 – Scope of Use

- a. Permitted Uses. The license grant permits the Licensee to do only each of the following:
- Licensee may install the Software onto the computer systems designated by the Licensed Configuration.
 - Licensee may use the Software and Related Materials for its internal business and commercial operations only.
 - Licensee may access and use any secure Telvent website resources made available to Licensee for Licensee's internal use only, provided that Licensee follows Telvent's terms of use policy specified therein. All password or controlled access information provided by Telvent shall be considered confidential information subject to Article 13 below.
 - Licensee may make only one (1) copy of the Software for archival purposes.
- b. Prohibited Uses. The license grant does not permit the Licensee to do the following:
- Licensee may not sell, rent, lease, sublicense, lend, time-share or transfer, in whole or in part, or provide unlicensed third parties access to prior or present versions of the Software and Related Materials, including any updates, or Licensee's rights under this Agreement.
 - Licensee may not reverse engineer, decompile or disassemble the Software, or make any attempt to unlock or bypass the License Configuration.

- Licensee may not alter, modify or create any derivative works of the Software and Related Materials.
 - Development Software may not be used in a Production Environment.
 - Licensee may not remove or obscure any copyright or trademark notices from the Software or Related Materials.
- c. Use by Contractors: A contractor of Licensee may be permitted to use one or more of the licenses of Telvent Software and Related Materials under the following terms and conditions.
- Contractor refers to a person, not an employee of Licensee, which is contracted by Licensee and authorized to perform services on Licensee's behalf ("Contractor"). No Contractor shall be an organization engaged in the development, licensing or implementation of a GIS/Geospatial software product, unless express written consent is obtained in advance from Telvent.
 - No licensing rights will be provided to a Contractor. The Software will remain licensed to Licensee. When Contractors use the Software, Licensee will be responsible for ensuring use of the Software by a Contractor is in accordance with the terms of this Agreement.
 - Any Contractor permitted to use the Software by Licensee will use the Software only to perform work on behalf of Licensee. The Software may not be used by the Contractor to perform work for any other third party.
 - Licensee will advise each Contractor in writing of the terms of use for the Software. Each Contractor will acknowledge in writing that it understands and will abide by those terms.
 - Licensee will require each Contractor to execute a nondisclosure agreement with Licensee in which the Contractor agrees to protect the Software from disclosure to third parties other than the Contractor and its employees.
 - Licensee will keep a written record of Contractors using the Software. Telvent may audit these records upon request, provided that such audits may not unreasonably interfere with Licensee's business and shall occur only during Licensee's normal hours of operations.
 - If a Contractor that is using the Software ceases to perform work for Licensee, then Licensee will ensure that either (a) the Software and any Related Materials that have been provided to the Contractor are returned to Licensee, or (b) the Contractor certifies in writing that it has destroyed all copies of the Software and any Related Materials that have been provided to the Contractor.

Such limits detailed above shall apply to use of either all or a portion of the Software or Related Materials.

Article 5 – Term Licenses

- a. **Development Licenses.** Telvent offers a Term License for some of its Development Software. Licensee shall not use Development Software that is subject to a Term License in its Production Environment. Any use of the Development Software in a Production Environment shall be deemed a material breach of the Agreement.
- b. **Evaluation Licenses.** Telvent, at its sole discretion, may provide Licensee a Term License for Software to be used for evaluation purposes. Evaluation licenses are to be used in a non-production environment only.

Article 6 – Termination

The right to use the Software and Related Materials may be automatically terminated by Telvent without notice and without refund if Licensee fails to comply with any provision of this Agreement or contributes to any infringement of any proprietary rights in the Software or Related Materials. Upon termination of the Agreement, Licensee shall uninstall and return to Telvent the Software, Related Materials, including any whole or partial copies, codes, modifications, and merged portions in any form. Telvent may require that Licensee provide written certification that the Software has been uninstalled. All provisions which operate to protect the rights of Telvent shall remain in full force and effort after termination of the Agreement.

Article 7 – Assignment

Licensee shall not assign this contract or Licensee's rights hereunder without the prior written consent of Telvent. Any purported assignment without such consent shall be null and void.

Article 8 – Merger or Acquisition

Should Licensee acquire, be acquired by, or merge with another business entity after the date of execution of the Agreement, Licensee shall notify Telvent in writing within a reasonable time. Successor entities shall be subject to the terms of the Agreement or will be required to stop use and return all Software and Related Materials. A separate license agreement (or an addendum to this Agreement) may be required in order to cover additional licenses that may be required due to the merger or acquisition. Licensee will be responsible to update its Licensed Configuration to reflect current use of Software for license management purposes.

Article 9 – Limited Warranty and Disclaimer

- a. Limited Warranty. Telvent warrants the unaltered Software and media, under normal use, will conform substantially to the Related Materials and be free from defects in materials and workmanship for a period of ninety (90) days from the date of issue of the software download password or of the license file(s), whichever is first.
- b. General Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY ABOVE, TELVENT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE TELVENT DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT THE SOFTWARE IS SUITABLE FOR USE IN FAULT-INTOLERANT OPERATIONS. ,
- c. Data Disclaimer. LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE QUALITY AND ACCURACY OF DATA USED IN CONJUNCTION WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT. TELVENT makes no warranty with respect to the Data. Without limiting the generality of the preceding sentence, Telvent does not warrant that the data will meet Licensee's needs or expectations, the use of the data will be uninterrupted, or that all nonconformities can or will be corrected. Licensee should always verify its data including, but not limited to, map, spatial, raster, and tabular information, against its own records.
- d. Exclusive Remedy. During the warranty period, Telvent's entire liability and Licensee's exclusive remedy shall be, at Telvent's option, to attempt to correct or work around errors, to replace the Software and Related Materials in accordance with the Telvent Maintenance and Support Policy, or to return the license fees paid and terminate the Agreement. Upon such termination, Licensee will uninstall and return the Software and Related Materials to Telvent and/or provide written certification that the Software has been uninstalled.

Article 10 – Software Maintenance

Telvent offers a one-year complimentary maintenance period that begins seven days from the date of issue of the Software download password or of the license file(s), whichever is first. Software maintenance and support beyond the complimentary period is available at the option of Licensee as specified in Telvent's Software Maintenance and Support Policy (please see <https://infrastructurecommunity.schneider-electric.com/docs/DOC-1879> for specific terms of reference.) Software maintenance and support, whether during the complimentary maintenance period or during another time period covered under a paid maintenance period, consists of Software and/or Related Materials, updates, and access to technical support and other benefits specified in the most current applicable Telvent Maintenance and Support Policy.

Article 11 – Limitation of Liability

- a. Disclaimer of Certain Types of General Liability. TELVENT SHALL IN NO EVENT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, OR RELATED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT TELVENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- b. Limitation of Liability. IN NO EVENT SHALL TELVENT'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO TELVENT BY LICENSEE FOR SOFTWARE AND/OR RELATED MATERIALS PURSUANT TO THIS AGREEMENT.

Article 12 – Indemnity Against Infringement

- a. Indemnification. Telvent, at its own expense, shall defend and indemnify Licensee from all claims that the Software and Related Materials furnished under this Agreement infringe a U. S. Copyright, provided that Licensee gives Telvent prompt written notice of such claims and permits Telvent the sole right to control the defense of all such claims and provides Telvent all reasonable cooperation.
- b. Remedies. As to any Software and Related Materials that are or in the opinion of Telvent may become subject to a claim of infringement, Telvent, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make them non-infringing. If neither of such alternatives is commercially practical, the infringing items shall be returned to Telvent and Telvent's sole liability shall be to refund license fees paid by Licensee prorated over a five (5) year period.
- c. Alterations by Licensee. If Licensee extends, alters, modifies, or creates any derivative works of the Software and Related Materials or breaches this Agreement in any way, Telvent will not indemnify nor defend Licensee from any infringement claim resulting from the unauthorized modifications or alterations. Licensee, at its own expense, shall defend and indemnify Telvent from all claims, damages, legal fees, and costs of whatsoever kind or nature arising out of any infringement in connection with Licensees performance of such modification or alteration to the Software and Related Materials.

THIS SECTION STATES TELVENT'S ENTIRE OBLIGATION TO LICENSEE AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR COPYRIGHT INFRINGEMENT.

Article 13 – Confidentiality

- a. Confidentiality Requirement. Licensee acknowledges that the Software and Related Materials constitutes the proprietary and confidential information of Telvent. Without the prior written approval of Telvent, Licensee shall not disclose any confidential information to any third party or allow any person to have access to the Software and Related Materials or any portion thereof except for such of its employees and Contractors who:
 - (i) need access to such information for purposes related to their employment with Licensee;
 - (ii) have been informed of the Licensee's obligation of confidence under this Agreement; and
 - (iii) are subject to either a binding and enforceable agreement with Licensee to be bound by such obligation of confidence or a written agreement of confidentiality directly with Telvent.
- c. Exceptions. The obligations of this provision shall not apply to information:
 - (i) which was in Licensee's possession without any obligation of confidentiality prior to the disclosure thereof by Telvent to Licensee and was not acquired by Licensee directly or indirectly from Telvent;
 - (ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Licensee;
 - (iii) which Licensee receives without any obligation of confidentiality from a third party who is rightfully in possession of such information; or
 - (v) which Licensee is required by law to disclose.
- d. Remedies for Breach. Licensee acknowledges and agrees that disclosure of any of the confidential information of Telvent would cause serious and irreparable harm to Telvent which could not adequately be compensated for in damages and, in the event of a breach, or an anticipated breach, by Licensee of any of the provisions of this Agreement, Licensee hereby consents to an injunction being issued against it restraining it from such anticipated breach or any further breach of such provision (as applicable), but such action shall not be construed so as to be in derogation of any other remedy which may be available in the event of such breach or anticipated breach. Licensee shall immediately notify Telvent of any unauthorized possession, use or knowledge of Telvent's confidential information which becomes known to a responsible officer of Licensee.

Article 14 – General Provisions

- a. **Export Regulations:** Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable export obligations, restrictions, laws, regulations, or orders relating to the export of computer software or know-how relating thereto, and Licensee agrees to comply with all applicable export control restrictions. Telvent may supply the Licensee with technical data that is subject to export laws restrictions, and Licensee agrees to comply with all laws, regulations, and orders in regard to any export of such technical data.
- b. **Additional Software Licenses:** Additional Software purchased by Licensee shall be governed by the terms and conditions of the Agreement and may be purchased without an amendment.
- c. **Severability:** If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.
- d. **No Implied Waivers:** No failure or delay by Telvent in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Telvent.
- e. **Order of Precedence:** Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.
- f. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado without reference to conflict of laws principles.
- g. **Entire Agreement and Amendments:** This Agreement and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Signatures to follow on next page



ACCEPTED AND AGREED:
CITY OF ST. CHARLES, IL
(Licensee)

TELVENT USA, LLC
(Telvent)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1
Registered Client Information

Client Name:

Primary Contact:

Mailing Address:

Email:

Telephone No.:

Fax No.:

Bill To:

Address:

Ship Original Software To:

Address:

Client's Contract Administrator's Name:

Address:

Telephone No.:

Fax No.:

Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:

1. Direct Pay Certification
No. _____ and a copy of the applicable state documentation, or
2. A copy of your Tax Exemption Certificate.

CONFIDENTIALITY AGREEMENT

This Agreement is made between Telvent USA, LLC (“Company”¹), with offices located at 4701 Royal Vista Circle; Fort Collins, CO and the City of St. Charles (“City”), with offices located at 2 E. Main Street, St. Charles, Illinois (each a “Party” hereto).

RECITALS

WHEREAS, the City and Company may provide each other certain proprietary, confidential, non-public, or trade secret information.

WHEREAS, the Parties wish to set out the terms under which each Party is willing to disclose such information to the other Party and upon which the Parties are willing and obliged to keep such information confidential.

NOW THEREFORE, the Parties agree as set out below:

1.0 DEFINITIONS. In addition to those words defined above, the following words shall have the meanings set forth below.

1.1 CONFIDENTIAL INFORMATION means all documents or information disclosed or made available by the City and the Company in connection to:

1.1.1 opinions expressed or policies or actions that are formulated, including, but not limited to, preliminary drafts, notes, recommendations, memoranda and other records, as well as technical information provided by either Party or technical information related to the security systems of the City, including physical and logical access controls and computer networks, or the security of other records which are exempt from disclosure under the Illinois Freedom of Information Act, in addition to other state and Federal exemptions, as may be applicable;

1.1.2 all Personal Identifying Information (PII). Personal identifying information is staff, contractor, or customer information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual;

1.1.3 medical or health records, and personnel information;

1.1.4 documents, including:

¹ Whenever the word “Company” is used herein, it shall be deemed to be defined to include all current and former employees, agents and representatives of the Company.

- (a) any text, letter, memorandum, sound recording, videotape, film, photograph, chart, graph, map, survey, diagram, model, sketch, book of account and information recorded or stored by means of any device pertaining to the Parties and/or any of its information technology or other systems and marked “Confidential” or “Proprietary.”;
- (b) technical data, research, products, financial information, plans or strategies, forecasts or forecast assumptions, business practices, operations, procedures or services related to the Parties and/or any of its information technology or other systems and marked “Confidential” or “Proprietary.”;

1.2 **SUBSIDIARY OF A PARTY** means any corporation or individual that is controlled by the Party, and refers to a direct or indirect subsidiary of the Party.

2.0 AGREEMENT

2.1 Each party agrees:

- (a) to use the same means it uses to protect its own confidential information to maintain the secrecy and confidentiality of the other Party’s Confidential Information,
- (b) except as provided in Sections 2.1(d), 2.2 and 2.4, not to disclose any Confidential Information to a third party without the prior written consent of the Disclosing Party,
- (c) not to use any Confidential Information for any purposes other than providing bids, quotes, or negotiation and fulfillment of a Contract,
- (d) only to disclose the Confidential Information to its directors, officers, employees, agents and advisers (collectively called “Representatives”) who have a need to know the information for the creation of bids, quotes, or for the negotiation or fulfillment of a Contract (it being understood that the Receiving Party shall inform such Representatives of the confidential nature of that information and the obligation of confidentiality undertaken by the Receiving Party hereunder, and shall direct such Representatives to treat that information confidentially in accordance with the terms of this Agreement),
- (e) to take reasonable steps to prevent its Representatives from acting in a manner inconsistent with the terms of this Agreement, and
- (g) Maintain the confidentiality of computer system passwords. The following actions by either Party will be considered a violation and breach of this Agreement:
 - Disclosing a password to another person.
 - Using another person’s ID or password, with or without that person’s knowledge or consent.
 - Using access to shared computer facilities for other than services hereunder.

Any ID that is assigned will be provided with a level of access that is adequate to perform services hereunder. Attempts by either Party to access information that are outside these bounds will be considered a violation and breach of this Agreement.

(h) to establish information security standards requiring that reasonable measures be implemented that are designed to:

- 1) Ensure the security and confidentiality of any of City's confidential information in your possession or control;
- 2) Protect against any anticipated threat or hazards to the security or integrity of this information;
- 3) Encrypt any PII data stores that reside on portable media or devices, such as laptops, thumb drives, external hard drives or CDs;
- 4) Protect against unauthorized access to or use of this information that could result in substantial harm or inconvenience to any staff, contractor, or customer of the City; and
- 5) Ensure the proper disposal of this information.

2.2 This Agreement does not impose any obligations on the Company with respect to its own Confidential Information. In addition, the obligations of confidentiality set out above do not apply to information that:

- (a) at the date of disclosure said information (in the same form in which the disclosure is made) has been published or has otherwise entered the public domain without a breach of this Agreement, or thereafter becomes generally available to the public without breach of this Agreement. If any of the information described as Confidential in Paragraph 1.1 above is alleged to have become public, before disclosing such information to any other person the Party so claiming will notify the City and obtain written confirmation that it is likewise the City's understanding that such Confidential Information has entered the public domain;
- (b) is independently developed or obtained by the receiving Party without breach of this Agreement. Prior to use of such information, the Company shall notify the City in writing if it intends to use or in any way reference or discuss Confidential Information which it believes has been independently developed or obtained by either of them without breach of this Agreement.

2.3 It is not a breach of this Agreement to:

- (a) disclose Confidential Information required to be disclosed by applicable law, regulation or court order in which event the receiving Party shall (unless affirmatively prohibited by such applicable law, regulation or court order) promptly notify the City in writing of the requirements for such disclosure and cooperate through all reasonable and legal means, at the City's expense, in any attempts by the disclosing Party to prevent or otherwise restrict disclosure of the Confidential Information.

- (b) Disclose any ideas, concepts, know-how, or techniques developed during the course of the Agreement by Company personnel or jointly by Customer and City personnel.

2.4 The Parties agree that certain Confidential Information may be subject to attorney-client work product or other privileges and that no disclosure hereunder is intended to waive any privileges applicable to any statement, document, communication, or other information disclosed pursuant to this Agreement. The receiving Party shall treat such Confidential Information accordingly.

3.0 NO WARRANTY

3.1 The Parties make no representations or warranties about the adequacy, accuracy, or suitability of the Confidential Information for any purpose. The receiving Party is responsible for making its own evaluation of such Confidential Information.

3.2 Each Party acknowledges that notwithstanding the execution of this Agreement, the Disclosing Party maintains the sole and absolute discretion to determine what, if any, information it will release to the Receiving Party or which it will allow the Receiving Party to use.

4.0 REMEDIES

4.1 The Parties acknowledge that a breach of this Agreement may cause serious and irreparable harm that may be difficult to ascertain. In the event of breach of this Agreement by either Party, the Party shall be entitled to obtain immediate injunctive relief in addition to any other rights or remedies it may have without proof of any actual or special damages and without the requirement to post bond or other surety in connection with any such injunctive relief. The prevailing Party shall be entitled to all reasonable attorneys' fees and costs incurred in such action or actions

5.0 RETURN OF INFORMATION

At any time the City may request the return or the destruction, of all tangible Confidential Information previously delivered to the Company. Upon receipt of such request, all such Confidential Information, including without limitation any copies, summaries or compilations of such information, still in the Company's possession or under its control shall be promptly returned or destroyed, as requested.

6.0 MISCELLANEOUS

6.1 The nondisclosure provisions of this Agreement shall survive the termination of this Agreement, and the Company's duty to hold Confidential Information in confidence shall remain in effect until the City notifies it in writing that such information no longer

qualifies as Confidential Information or sends the Company written notice releasing it from this Agreement, whichever occurs first.

- 6.2** This Agreement may be modified only in a document signed by the Parties.
- 6.3** No party shall assign, transfer, convey, or otherwise dispose of its rights, title, or interest in or to this Agreement or any part thereof without the previous written consent of the other Parties.
- 6.4** This Agreement is governed by the laws of the State of Illinois without giving effect to its conflict of laws provisions and is treated in all respects as an Illinois contract. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.
- 6.5** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, all other provisions will, nevertheless, continue in full force and effect.
- 6.6** This Agreement inures to the benefit of the Parties and is binding upon their respective successors and assigns.
- 6.7** The Parties agree that this Agreement:
- (a) is the complete and comprehensive statement between the Parties about the protection of the secrecy or confidentiality of the Confidential Information; and
 - (b) supersedes all discussions and other communications, whether written or verbal, between the Parties related to the protection of the secrecy or confidentiality of the Confidential Information.
- 6.8** The provisions of this Agreement shall survive the completion of the Purpose as defined herein.
- 6.9** This effective date of this Agreement (“Effective Date”) shall be the last date on which either of the Parties hereto execute this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates indicated below and acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

CITY OF ST. CHARLES

TELVENT USA, LLC

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Professional Services Agreement
Task Order 1

In accordance with the terms and conditions of the Agreement (Effective Date of _____) between City of St. Charles, IL (Client) and Telvent USA, LLC (Contractor), this Task Order authorizes delivery of the Services described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: See attached scope entitled, "Fiber Manager Implementation."
2. Contract Type (FFP or T&M): Fixed Price.
3. Total Task Order Value: \$64,865.00 to be paid in accordance with the following milestone schedule.

Milestone #	Task #	Description	Cost
1	1, 2	Project Initiation; Analysis and Deisgn	\$18,889.00
2	3-4, 5	Installation and Configuration; Test Planning	\$23,326.00
3	6, 7, 8	Testing; Training; Go-Live	\$22,650.00
		Total	\$64,865.00

4. Delivery Schedule or Start/End Date(s) for Each Deliverable: See attached scope of work.
5. Special Considerations: None
6. Contractor Project Manager:
Client Project Manager:

ACCEPTED AND AGREED:

City of St. Charles, IL
(Client)

TELVENT USA, LLC
(Contractor)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Scope of Work

Fiber Manager Implementation

Prepared for:
City of St. Charles, IL

Proposal Date: 6/24/2016



4701 Royal Vista Circle

Fort Collins, CO 80528

Contact: Joe Linzmeyer

Phone: (970) 214-2671

www.schneider-electric.com

joe.linzmeyer@schneider-electric.com

Telvent USA, LLC is a wholly owned subsidiary of Schneider Electric Holdings, Inc., operating under the Schneider Electric brand, while maintaining the legal name of Telvent USA, LLC.

Telvent USA, LLC maintains its headquarters at 4701 Royal Vista Circle; Fort Collins, CO 80528

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Introduction

Telvent USA, LLC (Schneider Electric) is a Schneider Electric company formed under the laws of the State of Delaware. Schneider Electric is pleased to provide to the City of St Charles, IL (City) this Scope of Work for the implementation of Fiber Manager.

Key Project Assumptions

This scope of work is based upon the following key assumptions:

- The City will standardize on ArcFM and ArcGIS 10.2.1 as the platform version for ArcFM Fiber Manager.
- Schneider Electric will apply standard ArcFM & Fiber Manager configurations to the datasets including favorites, field properties, AutoUpdater assignment, model name assignment, stored displays, page templates, and standard symbology.
- This scope of work is for the implementation of OOTB Fiber Manager. The City will leverage the OOTB functionality and reports. A change order will be required should the City wish to modify any of the OOTB functionality of ArcFM and Fiber Manager.
- The City will use a standard ArcFM and Fiber Manager dataset for the fiber datasets.
- Desktop client machines must meet the following specifications:
 - ArcGIS Desktop 10.1 SP1 or later is installed
 - Have access to the Operational and Base map services detailed above
 - .NET 4.5 (full) is installed
 - Excel 2010 or higher is installed

Project Management

Schneider Electric will report to the City project manager. Specifically, Schneider Electric project management will include:

- Manage the Schneider Electric portion of the project on a day-to-day basis
- Define and manage a project constraints and schedule with the City's project manager
- Identify and manage the resolution of project issues, including the communication of Schneider Electric-identified issues to City 's project manager
- Identify and manage all change management related issues or items with the City's project manager
- Conduct bi-weekly project conference calls or on-site meetings with City to identify, assign responsibility, and resolve issues that may arise during the project. The conference call will also provide a mechanism for reviewing the overall status of the project. Meeting minutes will be distributed by Schneider Electric.
- Weekly summary report detailing the week's activities and upcoming tasks.

- Preparing monthly-weekly project reports that include:
 - A summary of the overall status of the project, percent complete, milestone list, etc.
 - A schedule update, and Schneider Electric’s expectations for on-time project completion
 - A summary of completed tasks, percent completed according to the schedule
 - A summary of tasks currently underway and a description of their status
 - Upcoming near term tasks that need to “hit the radar screen”
 - Issues requiring attention
 - Open items not resolved from previous meeting
 - Potential risks to the project and recommendations for resolution

Proposed Services

1 Project Initiation

1.1 Remote Project Kick-Off Meeting

Schneider Electric will lead a two (2) hours of remote Project Kick-off Meeting with the City.

Schneider Electric and the City teams will review the drivers & goals of the project to confirm the objectives and ensure that all teams are working toward them together. Schneider Electric will review the scope of work and the project plan and discuss the requirements, tasks, deliverables, timeline, and project team (Schneider Electric and City) responsibilities. The team will also cover the administrative framework for managing the project. Project controls such as communication protocols, business processes, and change control processes will also be defined during this task.

The following agenda will be reviewed during the call:

- Introduce Schneider Electric and City team members
- Review the Scope of Work, project plan, and project activities
- Review deliverables
- Confirm the work schedule and project delivery approach (parallel tasks vs. serialized execution)
- Discuss and define all City and Schneider Electric responsibilities required to complete the project
- Identify the names & roles of specific team members
- Review change control procedures
- Review project log & escalation procedures
- Review Project communication protocols
- Identify project status reporting procedures and frequency
- Identify project risks and issues, and plan mitigation where appropriate.

Schneider Electric Deliverable:

- Lead the two (2) hour remote WebEx based Project Kick-off Meeting

City Responsibilities:

- Ensure attendees are invited in advance and are present during the meeting
- Be prepared to assign project roles as noted above

2 Analysis and Design

2.1 Configuration Requirements

Schneider Electric will lead a three (3) business day onsite session at the City to finalize the requirements for configuring OOTB Fiber Manager. The following tasks will be completed during this trip:

- Review of the City's System Architecture – 1 Day
- Define the OOTB Configuration Requirements for Fiber Manager – 2 Days

The workshops will focus on the following key areas:

- Review the City's current system architecture
- Identify all the Roles required for Fiber Manager based on the City's workflow
- Identify the Px Tasks that can be accessed by each Role
- Identify Px Subtasks that make up each Px Task
- Construct each task from constituent subtasks and establish state transitions for Px sessions

Upon completion of the workshop, Schneider Electric will draft a Fiber Manager Configuration Requirements Document. This document will be used by Schneider Electric to setup process framework and accepted alternatives to geodatabase class extensions during the software implementation phase of this project. The document will be submitted to the City for review and approval. The City will have up to five (5) days to review and approve the specification document.

The configuration of Fiber Manager at the City cannot begin until this document is approved.

Schneider Electric Deliverable(s):

- Lead the three (3) day onsite workshop
- Draft and final versions of the Fiber Manager Configuration Requirements Documentation

Esri Responsibilities:

- Ensure appropriate City participation in the workshop
- Review and approve the Configuration Requirements Documentation

3 Development

3.1 Establish Development Environment in Ft. Collins

A development environment will be established in the Schneider Electric office in Ft Collins, CO. This environment will be used to setup and test the approved Fiber Manager configuration defined in Task 2.1 and to develop the reporting requirements defined in Task **Error! Reference source not found..**

Schneider Electric Deliverables:

- Establish the development environment

City Responsibilities:

- None

3.2 Install, Configure, and Test Fiber Manager Configurations

Schneider Electric will install and configure Fiber Manager in the Schneider Electric Development Environment. Schneider Electric will test and validate the applications as per the approved configuration specification developed in Task 2.1 prior to the Installation and configuration at the City.

Schneider Electric Deliverable(s):

- Install, configure, and test

City Responsibilities:

- None

Task Assumptions:

- The configuration document defined in Task 2.1 must be approved before this task can begin.

4 Installation and Configuration

During this project phase, Schneider Electric will install and configure OOTB ArcFM and Fiber Manager in the City's production environment. These tasks will be completed through a combination of onsite and remote support over a period of 15 business days.

4.1 Fiber Manager Installation and Configuration

4.1.1 Create and Configure Geodatabase

Schneider Electric will create a File-based Geodatabase with a Fiber Dataset that is in the City-provided coordinate system. Schneider Electric will then apply a standard ArcFM Fiber configuration to the dataset. The configuration will include all favorites, field properties, AutoUpdater assignment, model name assignment, stored displays, page templates, and standard symbology that are provided in the Schneider Electric ArcFM Fiber sample database.

No data model or configuration changes, other than minor domain value changes, will be made by Schneider Electric to the City's Fiber Geodatabase.

Schneider Electric Deliverable(s):

- A Fiber Geodatabase using the City coordinate system created from the ArcFM Fiber Manager data model and configured with the ArcFM and Fiber sample database configuration.

City Responsibilities:

- Provide Schneider Electric with the City coordinate system

4.1.2 Installation and Configuration

4.1.2.1 Install Fiber Manager and the Geodatabase

Schneider Electric will travel to City and perform an installation of ArcFM Solution software including the Fiber Manager extension, on up to two (2) workstation computers on the City's system, along with moving the City Fiber Geodatabase into the appropriate ArcGIS Server geodatabase.

Once installed, Schneider Electric will test the system to ensure that the workstation computers can access the Geodatabase and verify that core functionality will work. Schneider Electric will update the

pre-configured Stored Displays to ensure that the data sources for the GIS layers in the map display are fixed to point to the new Geodatabase location.

Schneider Electric Deliverable(s):

- Installation services of ArcFM Solution software for two (2) workstations.
- Installing the ArcFM geodatabase in the ArcGIS Server instance.
- Verification of the installation.

City Responsibilities:

- Provide access to the City workstation computers and the network file locations.
- Participate in the installation and verification process to gain knowledge about the ArcFM system.
- Ensure ArcGIS Server instance is installed and ready for data loading.

4.1.2.2 Onsite Data Editing and Configuration Settings Knowledge Transfer

Following the software installation and verification, Schneider Electric will lead a two (2) day Fiber data editing/entry/configuration workshop with GIS personnel. The workshop will be a hands-on exercise using actual City data and will be designed to re-enforce, but not replace, any user training the City personnel would receive.

The workshop will provide:

- Step-by-step instruction on retracing Fiber Cables using Favorites (once they are created) on the existing geometry Fiber cables for OH cables.
- Step-by-step instruction on building a fiber circuit in ArcFM starting by drawing a fiber cable in the map, placing a patch location, splice points, slack loops, and fiber faults. The workshop will also demonstrate the use of the Connection Manager to enter the connection information.
- Demonstration of the ArcFM Attribute Editor to correct attributes of features already placed in the system.
- Schneider Electric will demonstrate how to leverage the editing productivity tools within ArcFM such as the ArcFM Target tab, ArcFM favorites, composite favorites, & templates, create new favorites & composite favorites from existing features, the ArcFM Snapping Manager, and the ArcFM QA/QC tools.
- Additional instruction on editing the symbology of an existing Fiber stored display to more closely match City existing map products.
- Additional instruction on creating a new Fiber stored display to meet specific City data viewing requirements.
- Additional instruction on modifying an existing Page Template to adjust the map surround to meet specific City needs.
- Additional instruction on modifying domains in the fiber data model through ArcCatalog.
- Additional instruction on creating new favorites for patch locations, devices and fiber optic cables.

Schneider Electric Deliverable(s):

- Two (2) day onsite workshop presenting and using the ArcFM data editing and configuration tools following a step-by-step process to create & maintain fiber data in the ArcFM Solution.

City Responsibilities:

- Participate in the workshop, performing the data entry and editing work, under the direction of Schneider Electric.

4.2 ArcFM Server and Wavepoint Implementation

4.2.1 Install & Configure Hardware

This is a City task. The City will install and test the required hardware and operating system software to support ArcGIS and ArcFM Server/Wavepoint.

Schneider Electric Deliverable(s):

- None

City Responsibilities:

- Install and test hardware and operating system software

4.2.2 Install ArcGIS Server and ArcFM Server

In this series of tasks, Schneider Electric will install the necessary ArcGIS and ArcFM Server 10.2.1 software in the Windows 2008 Server environment at City.

Schneider Electric Deliverable(s):

- Installation ArcFM Server, and verify the existing configuration of IIS to support ArcGIS Server on the web server.

City Responsibilities:

- Provide access to City computers and databases as required to support the installation and testing.
- Provide database administration support to determine and configure the required user accounts and privileges.

Task Assumptions:

- City will ensure the computing environment is ready for software installation and use. This includes ensuring all core software components, such as ArcFM Server, and ArcGIS Server have the necessary licensing to support installation of ArcGIS Server on a web server.
- City will provide a sufficient computing environment to support the anticipated users of the system.

4.2.3 Perform ArcFM and Wavepoint Configuration

Schneider Electric will install the necessary ArcFM Server server-side and client-side configurations to support ArcFM Server and Wavepoint.

Schneider Electric will configure the following:

- Configure IIS
- Add the Wavepoint SOE to the ArcGIS Server Manager
- Ensure the correct operation of ArcFM Server and Wavepoint in the City environment
 - Ensure the table names and aliases in the City geodatabase do not use any of the following special characters: & @ * \$ ' " ; : / \ < > { } [] % ^ #.
 - Verify that all tables in the geodatabase have a field (e.g., ObjectID) with a data type of OID. (Note: This field must contain a unique value for each feature.)
- Configure Field Visibility
- Configure Primary Display Fields
- Configure Subtypes
- Modify the Web.config parameters (post map service publication)

Schneider Electric Deliverable(s):

- Configure ArcGIS Server, ArcFM Server, and Wavepoint
- Produce process document outlining configuration steps

City Responsibilities:

- Provide access to City web server environment to Schneider Electric resources

4.2.4 Publish Map Service

Schneider Electric will create a map service for Wavepoint based upon the map document provided by City. City may provide a single map document with group layers and fiber data symbolized. Schneider Electric will define, configure, and run the caching process on the published map service as well.

Schneider Electric Deliverable(s):

- Publish map/data service based on City's map document
- Use both ArcMap and the Esri Server Manager application to test map service.
- Produce process document outlining steps necessary to publish service
- Analyze and document map cache requirements.
- Schneider Electric to create cache for published map service
- Produce process document outlining steps necessary to cache services

City Responsibilities:

- City to provide relevant map document.
- City to provide guidance on cache scales required
- Plan for data grid considerations, primary display, and field visibility settings in advance of Map Service publication.

Task Assumptions:

- Security and permissions have been configured to allow ArcGIS Server accounts access to necessary data sources.

5 Test Planning

Schneider Electric will provide the City an OOTB Fiber Manager Test Plan. The Test and Acceptance Plan will be used to structure and guide all testing activities. The plan will describe the Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT) conditions, test phase entry and exit criteria, test procedures and final acceptance criteria that Schneider Electric and City will use to determine if the project has accomplished its objectives.

The City will review the draft and provide written comments to Schneider Electric within five (5) business days or less. Schneider Electric will incorporate the changes, as appropriate, and deliver a final version to City.

The City will be responsible for developing the associated test cases/scripts that will be executed as part of the Test and Acceptance Plan. A draft of these will be provided to Schneider Electric for review. Schneider Electric will have five (5) business days to review the test scripts and provide feedback to City. City is responsible for providing written acceptance of the final Test and Acceptance Plan document within three (3) business days or less of receipt.

Test and Acceptance Plan approval must occur ten (10) days prior to the start of the testing phase. Testing cannot commence unless both Schneider Electric and the City have approved the plan.

Schneider Electric Deliverable(s):

- Provide an OOTB Test and Acceptance Plan
- Review and provide feedback on the Client changes
- Review and approve client test scripts

City Responsibilities:

- Review the draft Test and Acceptance Plan document within five (5) business days
- Develop Test Scripts to reflect the testing requirements for the solution to be deployed
- Review and approve Test Plan documents

6 Testing

6.1 Remote Factory Acceptance Testing (FAT)

Schneider Electric will conduct a remote Factory Acceptance Testing in City's environment installed in Task 4. This testing will include Fiber Manager. Testing will be completed as per the approved Test and Acceptance Plan created in Task 5.

Factory Acceptance Testing is expected to be completed during a two (2) business day period that includes issue resolution and regression testing tasks. The Schneider Electric team will fix all P1 and P2 defects, as required, and update the Responder and Responder Integration Framework software as necessary. If no issues are identified on the basis of compliance with the revised and approved Master Test plan(s), FAT will be considered complete.

Schneider Electric Deliverable(s):

- Remote Factory Acceptance Testing
- FAT Defect report
- Defect resolution report

City Responsibilities:

- Development environment support as required (IT and/or business)
- Remote availability for regression testing of resolved FAT defects

6.2 Site Acceptance Testing (SAT)

Upon completion of Factory Acceptance testing, and installation of all code or data changes required to resolve all P1 and P2 defects identified as part of FAT, City and Schneider Electric will jointly test the developed system to verify it functions in accordance with the approved Master Test Plan(s).

The City team members shall record any issues discovered during testing in the issue tracking system. Schneider Electric will provide a resolution for all discrepancies and will resolve all Critical or High issues before completion of user acceptance testing and provide installers should the resolution require a new installer to be created.

When the City testing team finds a discrepancy they believe is a software defect, they will first attempt to validate the discrepancy by reproducing the discrepancy before reporting it to Schneider Electric. Schneider Electric will work to validate the discrepancy. If Schneider Electric can validate the discrepancy, it will be recorded as a defect and classified as one of four defect priority levels (reference the descriptions in the table below).

If Schneider Electric cannot validate the discrepancy, Schneider Electric will ask the City testing team to either provide more information or to demonstrate how and where the discrepancy occurs. Based on this information, Schneider Electric will work further to identify the source of the discrepancy. Schneider Electric may determine that the discrepancy is not a custom component or application problem but instead a problem with data loading, non-application software, the network, an operator’s use of the system, or a misunderstanding about how the system’s business rules work.

If Schneider Electric cannot replicate a reported discrepancy, or if the City testing team cannot demonstrate it, or if it is determined by Schneider Electric that the discrepancy has another cause not related to the Schneider Electric supplied application software, then Schneider Electric will notify the City testing team that the problem is not a software defect and identify the cause of the defect. If appropriate, Schneider Electric will recommend an action to take, or an acceptable workaround.

Severity	Description
1 Critical	A Severity 1 defect means that the application or process does not work as defined in the approved Design Document and the application or process is stopped with no work around. The defect(s) may affect multiple users on frequently used functions.
2 High	A Severity 2 defect is less severe than a Severity 1 defect, but is the result of a significant problem(s). The defect severely impairs the process and reduces user productivity. No work around has been identified by Schneider Electric. It could be a major problem, which affects a limited number of users or affects functionality not needed on a daily basis.
3 Medium	A Severity 3 defects means that the process has been impaired but has an Schneider Electric recommended work around. The user is able to function near the expected productivity level. Internal geodatabase structures are accurate and maintain their integrity.
4 Low	A Severity 4 defect does not have a significant impact on the process and reflects a minor problem(s).

During SAT, Schneider Electric will fix defects as required and issue new releases to City. If no issues are identified on the basis of compliance with the accepted Test and Acceptance plan criteria, SAT will be considered complete and City will be responsible for providing written acceptance of the delivered applications. Site Acceptance Testing must be approved prior to Cut-Over and Go-Live activities.

The Site Acceptance Task is expected to be completed during a four (4) business day period that includes onsite support for testing, issues resolution and regression testing.

Schneider Electric Deliverable(s):

- Provide on-site Site Acceptance Testing support to City for up to four (4) business days
- Provide remote issues resolution and regression testing support for up to four (4) business days
- Provide updated installer and configuration files where required

City Responsibilities:

- Test Fiber Manager using the test plans defined in this SOW (IT and/or business)

Task Assumptions:

- City will provide the appropriate support staff (IT and/or business) if Schneider Electric discovers issues pertaining to the environment or user permissions.

7 Training

The City user training will be completed before Site Acceptance Testing.

7.1 Working with Fiber Manager

This three (3) day training class is designed to give City personnel a chance to work with the Fiber Manager Tools and will provide the foundation needed to effectively use the Fiber Manager Software extension to ArcFM. The Working with Fiber Manager Course will familiarize participants with the tools that provide an integrated environment for sketching in Fiber features and connecting and relating the appropriate facilities. Class participants will learn how to maintain fiber data, create favorites for sketching ease, trace fiber and also create fiber reports and schematics. These diverse topics will be covered in detail during a series of progressive lectures, demonstrations, hands-on exercises, and work scenarios. By the end of the course, participants will understand the full functionality of the Fiber Manager extension and how it can best be used within a utility-specific context.

Included in this course:

- Exploring fiber data symbology
- Session Manager
- Creating Feature Favorites for ease in sketching
- Using the Connection Manager for Splice Points, Splitters and Devices
- Fiber Tracing
- Creating fiber reports and schematics
- Creating, enhancing and printing maps

Schneider Electric Deliverable(s):

- Three (3) day onsite Working with Fiber Manager training class for up to eight (8) attendees

City Responsibilities:

- Ensure the appropriate participation from St Charles
- Provide the hardware and meeting space required for the workshop including training machines and overhead projector
- Have appropriate software installed on training computers

8 Go-Live

This milestone task identifies when the City end users begin performing edits within the Fiber Manager. Site Acceptance Testing must be completed and approved prior to the start of this project phase and production support activity.

8.1 Remote Post Roll-Out Support

Schneider Electric will provide up to 20 hours of remote support over a 10 day period to the City for production roll-out of Fiber Manager. This support is intended to provide the City end users with a person that can assist with any questions in the use of the Fiber Manager system and City administrators with a person to assist with any Production configuration questions or issues.

Schneider Electric Deliverables:

- Provide up to 20 hours of post implementation remote technical support for up to 10 days to the City for Fiber Manager

St Charles Responsibilities:

- Complete the installation and configuration of the City Production Environment
- Provide DBA level access for Schneider Electric to perform database specific tasks, as required

Task Assumptions:

- The City will resolve all third party application and or hardware related issues.
- Site Acceptance Testing must be approved by the City before this task can begin.

Quote:

Date:	24-Jun-16	
Quote Number:	0	
To:	City of St. Charles	
Receiving Party:	City of St. Charles	
We are pleased to submit the following Fixed Price Quote for:		
Fiber Manager Implmentation		
PROPOSED SERVICES		
TASK ID	TASK DESCRIPTION	COST
1	Project Initiation	\$5,061
2	Analysis and Design	\$13,828
3-4	Installation and Configuration	\$19,230
5	Test Planning	\$4,096
6	Testing	\$11,441
7	Training	\$6,697
8	Go-Live	\$4,512
TOTAL SERVICES COSTS:		\$64,865
Quote is valid for: 60 days		
All rates and costs are quoted in US Dollars and will be billed in US Dollars.		
Quote is inclusive of all travel and living expenses for on-site work.		
All prices are based on Telvent USA LLC's standards for services, and do not include taxes, duties, levies or fees.		
This quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.		
This offer is limited to the terms and conditions of Telvent USA LLC's Standard Services Agreement.		
Estimate does not include the cost of any third party software required to perform the services.		
The pricing contained in this quotation is based upon Telvent USA LLC's standard terms and conditions and Telvent USA LLC's experience with similar projects. The schedule and price are subject to change based upon the terms and conditions in the final agreement.		
Quote Provided by: Mike Coles		



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.e

Title: Recommendation to Award Agreement for Engineering Services for Sub-basin SC02 Flow Monitoring Study to Engineering Enterprises, Inc.

Presenter: Tim Wilson

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$60,594

Budgeted Amount: \$75,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

At the July 2016 Government Services Committee meeting, Jeff Freeman from EEI presented the St. Charles required EPA CMOM program. The approach of the program was to divide the sewer collection system into twelve sub-basins.

Each sub-basin was divided into three phases, each phase lasting one year. The first year of the project consists of infiltration and inflow sewer flow monitoring. The second year of the project would include a sewer system evaluation survey. The final year of the sub-basin would include rehabilitation.

As detailed in the CMOM plan that is budgeted for FY 16/17, City Staff is requesting to start flow monitoring sub-basin SC02. Sub-basin SC02 was selected as a starting point due to the problematic history in the 10th street area. The sub-basin is generally located between Prairie Street to the north, the Fox River to the east, Gray Street to the south, and Randall Road to the west. Flow monitoring will include eight (8) flow monitors for an eight (8) week period of time while local weather data is collected. At the completion of the Phase I (flow monitoring) recommendations will be made for phase two, which is the Sewer System Evaluation Survey.

Year	Step 1: Flow Monitoring		Step 2: Sewer System Evaluation Survey		Step 3: Rehabilitation		Totals
	Annual Subbasin	Budgeted Cost	Annual Subbasin	Budgeted Cost	Annual Subbasin	Budgeted Cost	Total Budgeted Cost
FY17	SC02	\$ 75,000	-	\$ -	-	\$ -	\$ 75,000
FY18	WOR - West	\$ 77,300	SC02	\$ 103,000	-	\$ -	\$ 180,300
FY19	SC05_R3 & SC05_T1	\$ 79,600	WOR - West	\$ 106,100	SC02	\$ 371,400	\$ 557,100

Attachments (please list):

- * EEI Agreement for Consulting Engineering Services for Sub-basin SC02 Flow Monitoring Study
- * EEI CMOM Presentation

Recommendation/Suggested Action (briefly explain):

Recommendation to Award Agreement for Engineering Services for sub-basin SC02 Flow Monitoring Study to Engineering Enterprises Inc. for a fixed fee amount of \$60,594.



Engineering Enterprises, Inc.

August 12, 2016

Mr. Tim Wilson
Public Works Manager - Environmental Services
City of St. Charles
Two East Main Street
St. Charles, IL 60174

**Re: *Subbasin SC02 Flow Monitoring Study
City of St. Charles, Kane & DuPage Cos., IL***

Dear Mr. Wilson:

In accordance with your request, enclosed for your review and consideration are two copies of our proposed agreement for the Subbasin SC02 Flow Monitoring Study within the City's sanitary sewer network. This study is part of the City's overall Inflow and Infiltration Reduction Program. Inflow & Infiltration (I/I) investigations are meant to delineate problematic areas of the system that are prime candidates for further sewer system evaluation work and appropriate rehabilitation.

The attached agreement includes a detailed scope of services, estimate of level of effort and associated cost, and schedule for the project. We are proposing to provide our professional engineering services for a fixed fee amount of \$60,594. We are proposing to conduct two meetings; a project initiation meeting and a progress meeting. Our proposed schedule is to conduct the project initiation meeting in mid-September with the flow monitoring itself starting the following week. After the eight weeks of flow monitoring are complete in mid-November, EEI is hoping to analyze the flows and review the findings of the flow monitoring with the City in the progress review meeting in December. Following the meeting, EEI will write a draft of the report which will be submitted to the City in mid-January. Following the approval and recommendations of the City, EEI is proposing to submit the final report at the end of February, 2017.

The I/I investigation for the SC02 Subbasin is the first step in a 15-year long, multiphase I/I reduction program meant to address all sanitary sewer mains within the City. This program was recommended for the City as part of the Capacity, Management, Operations, and Maintenance (CMOM) Plan written for the City in February, 2016. Additional sewer system

Mr. Tim Wilson
August 12, 2016
Page 2

evaluation work and actual rehabilitation of the SC02 sewer system is scheduled for Fiscal Years 2018 and 2019, respectively. The scope and cost of the rest of the 15-year long, multiphase I/I reduction program can be found in Table No. 3-3 of the February, 2016 CMOM.

We look forward to continuing our outstanding partnership with the City and look forward to working with you and members of your staff on this project. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Jeffrey W. Freeman, P.E., CFM, LEED AP
Vice President

JWF/me

Enclosures

pc: Peter Suhr – Director of Public Works (Via E-mail)
Chris Adesso – Assistant Director of Public Works, Operations (Via E-mail)
Mike Burnett – Wastewater Division Manager (Via E-mail)
PGW, TWT, STD, DMT, CLV – EEI (Via E-mail)

**AGREEMENT FOR CONSULTING ENGINEERING SERVICES FOR
SUBBASIN SC02 FLOW MONITORING STUDY**

This Agreement, made this _____ day of _____, 2016 by and between the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the "CITY") and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the "ENGINEER").

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

1. Services: ENGINEER agrees to perform for the CITY the Services defined within Exhibit A.
2. Direction: The Public Works Manager - Environmental Services, or his written designee, shall act as the CITY'S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. Compensation: The work items, estimated staff time, and projected fees for each work item are summarized within Exhibit B. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services set forth herein a fixed fee amount of \$60,594.
4. Term: The term of this Agreement shall be active through March 31, 2017 unless otherwise extended through written confirmation by both parties. The work items and phases shall be completed in accordance with the schedule defined within Attachment C.
5. Payment: Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. Termination: This Agreement may be terminated upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. Documents: All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.
8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The CITY:

City of St. Charles
Two East Main Street
St. Charles, IL 60174
Attn: Tim Wilson
Public Works Manager -
Environmental Services

The ENGINEER:

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

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

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

CITY OF ST. CHARLES

ENGINEERING ENTERPRISES, INC.:

Mayor



Vice President

ATTEST:

ATTEST:

Title: _____



Administrative Assistant

ATTACHMENT A – SCOPE OF SERVICES
SUBBASIN SC02 FLOW MONITORING STUDY (PHASE 1)
INFLOW AND INFILTRATION REDUCTION PROGRAM
City of St. Charles, Kane and DuPage Cos., IL

Introduction

The Subbasin SC02 flow monitoring phase will help delineate inflow and infiltration severity throughout the subbasin. The I/I Investigation for Subbasin SC02 is part of a 15-year, multiphase plan to complete flow monitoring, sewer system evaluation surveys, and rehabilitation as necessary for all mains within the St. Charles sanitary sewer basin. The scope and cost of the Subbasin SC02 flow monitoring phase only covers the Fiscal Year 2017 portion of the 15-year project. The estimated scope and cost of the entire 15-year St. Charles Sanitary Basin Evaluation and Rehabilitation Plan can be found in Table No. 3-3 of the February, 2016 CMOM plan.

As part of the Subbasin SC02 flow monitoring phase, the subbasin will be divided into six sub-subbasins in order that the sanitary sewer flows and the correlating I/I can be further defined within the subbasin. The proposal includes flow monitoring at eight locations for eight weeks. The attached Exhibits A & B provide additional detail of the flow monitoring locations.

Enclosed exhibits show the locations of eight (8) proposed flow monitoring locations. All cost and schedule decisions were based off of EEI's best knowledge of the SC02 Subbasin to-date. Should surveying of the study area after the contract has been signed provide reason to increase the number of flow monitors for any reason, the price of the proposed contract will increase by \$3,500 for each additional flow monitor needed.

The base proposal also includes the installation of a recording rain gauge in a secure location to measure rainfall during the monitoring period. The quality of the flow monitoring results will be increased with an increased number of precipitation events. A minimum of one 0.75 inch or greater rain event over a 24 hour period is needed to make reasonable conclusions. In the event that a rainfall event of the aforementioned amount and duration does not occur during the first eight weeks of flow monitoring, the City will have the opportunity to increase the flow monitoring period. Once sufficient flow monitoring data is obtained, the data will be analyzed and the I/I severity within Subbasin SC02 will be defined.

The proposed work items for this project are as follows:

PROJECT FACILITATION & MEETINGS:

- 0.1 Project Administration
- 0.2 Project Initiation & Progress Meeting (2 Total Meetings)

FLOW MONITORING:

- 1.1 Divide Subbasin SC02 Into Sub-Subbasins
- 1.2 Monitor Flows (Assumes 8 Locations) Within Basin For 8 Weeks
- 1.3 Monitor Rainfall (Assumes 1 Location) Within Basin For 8 Weeks
- 1.4 Analyze Flows & Determine I/I Severity By Subbasin

REPORT:

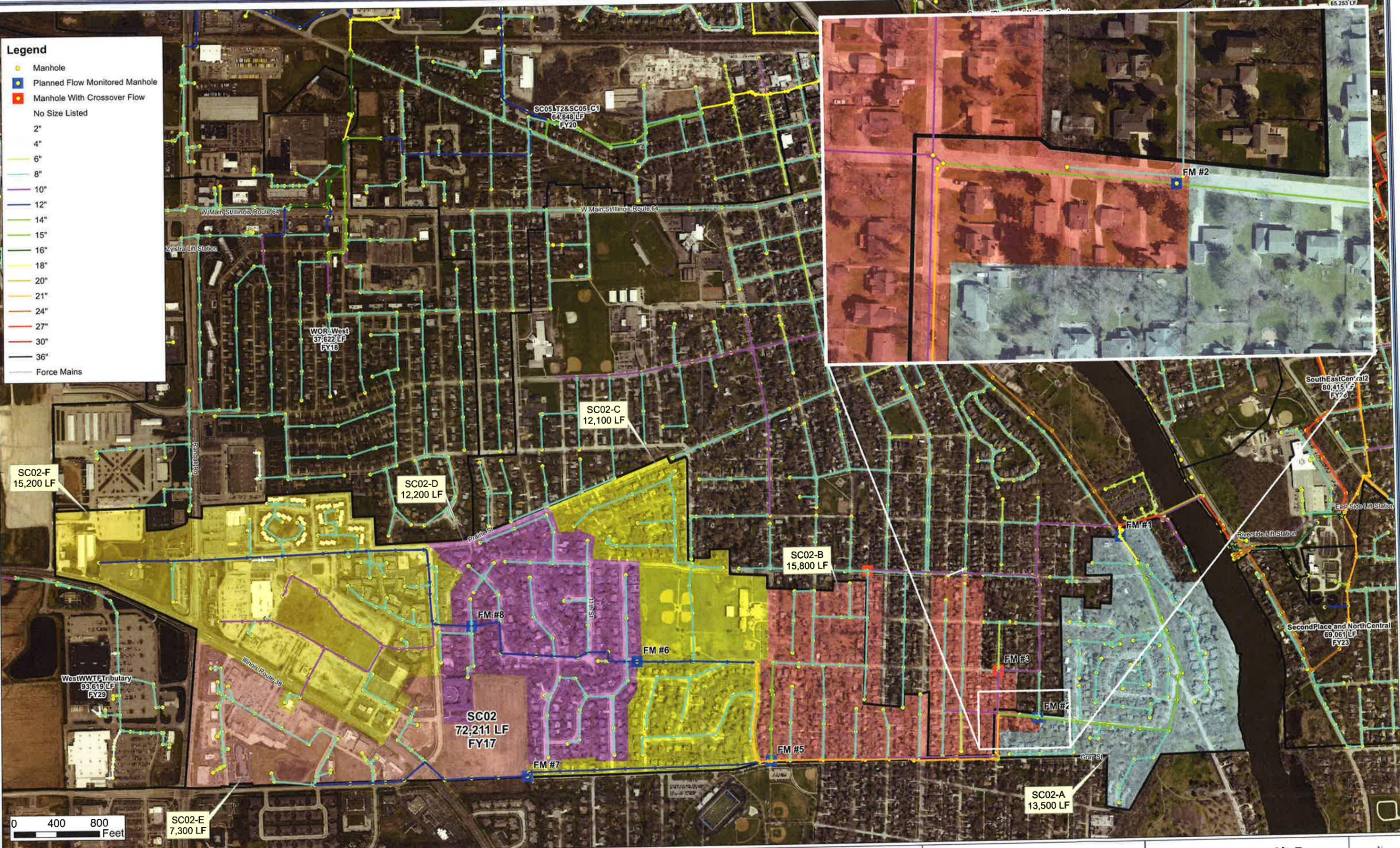
- 2.1 Prepare Draft Flow Monitoring Report
- 2.2 City Draft Report Review
- 2.3 Finalize Report

Additional Services

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

Legend

- Manhole
- Planned Flow Monitored Manhole
- Manhole With Crossover Flow
- No Size Listed
- 2"
- 4"
- 6"
- 8"
- 10"
- 12"
- 14"
- 15"
- 16"
- 18"
- 20"
- 21"
- 24"
- 27"
- 30"
- 36"
- Force Mains



Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com

City of St. Charles
 2 East Main Street
 St. Charles, IL 60174
 (630) 377-4400

No.	
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DATE: 8/11/2016
 PROJECT NO.: SR1602
 BY: CLV
 PATH: H:\GIS\Public\Saint Charles\2016\SR1602\E_SSES Plan_SR1602_FY17_AIB.mxd
 FILE: E_SSES Plan_SR1602 FY17 AIB

I&I Reduction Program

**Exhibit A - Alt B:
 Basin SC02 Flow
 Monitoring Plan**



Exhibit B – Alt B: Flow Monitoring (FM) Locations City of St. Charles

Flow Monitor #1

MH: 4.1329 ; Size: 18"

Sub-Subbasin, Influent, S of MH



Flow Monitor #2

MH: 4.1025; 15"

Sub-Subbasin, Influent, W of MH



Flow Monitor #3

MH: 4.1021 ; Size: 10"

Crossover, Influent, S of MH



Flow Monitor #4

MH: 5.1090 ; Size: 8"

Crossover, Influent, S of MH



Flow Monitor #5

MH: 5.1200 ; Size: 21"

Sub-Subbasin, Influent, W of MH



Flow Monitor #6

MH: 5.1118 ; Size: 12"

Sub-Subbasin, Influent, W of MH



Exhibit B – Alt B: Flow Monitoring (FM) Locations City of St. Charles

Flow Monitor #7

MH: 5.1020 ; Size: 12"

Sub-Subbasin, Influent, W of MH



Flow Monitor #8

MH: 5.1147 ; Size: 12"

Sub-Subbasin, Influent, W of MH



Attachment B:
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES
SUBBASIN SC02 FLOW MONITORING STUDY (PHASE 1)
INFLOW AND INFILTRATION REDUCTION PROGRAM
CITY OF ST. CHARLES, KANE AND DUPAGE COS., IL

WORK ITEM NO.	WORK ITEM	ENTITY:	EEI								SUB-CONSULTANT	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT ENGINEER	SENIOR PROJECT TECHN. I	PROJECT TECHN.	SURVEYING MANAGER	SENIOR PROJECT TECHN. II	ADMIN.			
		HOURLY RATE:	\$185	\$180	\$129	\$129	\$117	\$163	\$141	\$78			
PROJECT FACILITATION & MEETINGS													
0.1	Project Administration		1	4							2	5	\$905
0.2	Project Initiation & Progress Meeting (2 Total Meetings)		6	10	8						2	26	\$4,098
Project Facilitation Subtotal:			7	14	8	-	-	-	-	-	2	31	\$5,003
FLOW MONITORING													
1.1	Divide Subbasin SC02 Into Sub-Subbasins		2	4	10	10		2		8		36	\$5,124
1.2	Monitor Flows (Assumes 8 Locations) Within Subbasin For 8 Weeks		1	4	20						\$20,000	25	\$23,485
1.3	Monitor Rainfall (Assumes 1 Location) Within Subbasin For 8 Weeks		1	2	6						\$800	9	\$2,119
1.4	Analyze Flows & Determine I/I Severity By Sub-Subbasin		2	12	60							74	\$10,270
Flow Monitoring Subtotal:			6	22	96	10	-	2	8	-	\$20,800	144	\$40,998
REPORT													
2.1	Prepare Flow Monitoring Report		2	8	60	16					2	88	\$11,770
2.2	City Draft Report Review		1	2								3	\$545
2.3	Finalize Report		2	4	8						2	16	\$2,278
Report Subtotal			5	14	68	16	-	-	-	-	4	107	\$14,593
PROJECT TOTAL:			18	50	172	26	-	2	8	6	\$20,800	282	\$60,594

DIRECT EXPENSES	
Printing =	\$250
Mileage =	\$100
DIRECT EXPENSES =	\$100

LABOR EXPENSES	
Engineering Expenses =	\$34,518
Drafting Expenses =	\$3,354
Surveying Expenses =	\$1,454
Administrative Expenses =	\$468
Subconsultant Expenses =	\$20,800
TOTAL LABOR EXPENSES =	\$60,594

TOTAL CONTRACT COSTS =	\$60,694
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Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$153.00
2 Man Field Crew with Standard Survey Equipment		\$240.00
1 Man Field Crew with RTS or GPS *		\$190.00
2 Man Field Crew with RTS or GPS *		\$276.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	

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



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.f

Title:

Recommendation to Waive the Formal Bid Procedure and approve a Purchase Order to Xylem Water Solutions, USA, Inc. for a Return Activated Sludge Pump

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$32,750

Budgeted Amount: \$40,000

Not Budgeted:

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

The Wastewater Division has budgeted for one of the three return activated sludge pumps this year. The city utilizes one manufacturer of Flygt pumps because it gives the department the flexibility to place the pump in service at several critical locations within the treatment plant. The same pump is also used at the Riverside Lift Station which can be placed in service in an emergency. Because these pumps are critical for plant operations, the department requires a backup onsite ready to be installed.

Flygt pump is sold exclusively by one vendor Xylem Water Solutions, USA, Inc. Staff is requesting the formal bid process be waived since it is a sole source purchase.

Attachments *(please list):*

* Bid Waiver * Proposal *Photo of Existing Return Activated Sludge Pump

Recommendation/Suggested Action *(briefly explain):*

Recommendation to waive the formal bid procedure and approve a Purchase Order to Xylem Water Solutions USA, Inc. for a Return Activated Sludge Pump in the amount of \$32,750.

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Xylem Water Solution USA, Inc.
Flygt Products
8402 183rd Street Suite A
Tinley Park, IL 60487

For the purchase of: Return Activated Sludge Pump

At a cost not to exceed: (\$32,750).

Reason for the request to waive the bid procedure: Currently the city uses one pump manufacture of Flygt pump in this process. The reason for this single pump manufacture; It gives the department the flexibility to the place the pump in service at several critical locations within the treatment plant. The same pump is also used at the riverside lift station and this can be placed in service there in an emergency. All of these pumps are critical for plant operations and requires the department to have one pump onsite ready to be installed.

Other Quotations Received: None; Flygt pump is sold exclusively by one vender, of Xylem water solutions. Staff is requesting the formal bid process be waived since it is a sole source purchase.

Date: September 26, 2016

Requested by: Tim Wilson

Department Director: _____

Purchasing Manager: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.



**Xylem Water Solutions USA, Inc.
Flygt Products**

8402 183rd Street Suite A
Tinley Park, IL 60487
Tel (708) 342-0484
Fax (708) 342-0491

August 22, 2016

CITY OF SAINT CHARLES
200 DEVEREAUX ST
SAINT CHARLES IL 60174

Quote # 2016-CHI-0494

Attn: Mike Burnett
Re: Replacement Pump

Xylem Water Solutions USA, Flygt Products is pleased to provide our Complete Scope Letter with Pricing for the project referenced above. The equipment noted as follows has been designed in strict accordance to the Engineers Specifications and meets the project requirements 100%. We greatly appreciate your consideration and opportunity to be of service.

A Flygt Preventive Maintenance Contract is available for this order. Please contact Ram Anchan for more information.

Pumps

Qty	Description	Extended Price
1	Flygt Model NP-3301.095 10" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 70 HP 1150 RPM motor, 636 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 31,736.32

Pumps Price \$ 31,736.32

Total Project Price \$ 31,736.32

Freight Charge \$ 992.00

Total Project Price \$ 32,728.32

Incoterm: 1 FCA - Free Carrier **Named Placed:** 02 - US WH/ Factory

Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Taxes: State, local and other applicable taxes are not included in this quotation.

Time of delivery: Approx. 10-12 working weeks after receipt of order.

Terms of payment: Net 30 Standard

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Ramesh Anchan
Tech. Sales Representative
Phone: 7087811072
Cell: 708-603-0282
ram.anchan@xylem.com



Terms & Conditions:

TERMS AND CONDITIONS OF SALE - NORTH AMERICA Page 1 of 3 (January 2015)

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation *or* sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are FCA, Origin (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation unless otherwise specified. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.

4. Taxes. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

5. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Payment shall be made in U.S. Dollars. Payment in full is due within thirty (30) days from the invoice date. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

6. Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. All shipments will be made FCA, Origin, unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Upon delivery to the common carrier, title and the risk of loss for the material shall pass to Buyer. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order.

Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title,

security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

7.Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless an alternate period of time is provided by law or is specified in the product documentation from Xylem (the "Warranty").

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall

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constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

8. Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

9.Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10.Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11.Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation

including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee.

Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm.

TERMS AND CONDITIONS

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AMERICA Page 3 of 3

(January 2015)

Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for startup supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorized repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller, (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.



19. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SELLER'S OFFICE TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

20. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

21. Waiver. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

22. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____







AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.g

Title: Recommendation to Approve Concept Engineering with WBK Engineering for the North 2nd Avenue and Delnor Avenue Improvement Project

Presenter:

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$49,492

Budgeted Amount: \$50,000

Not Budgeted:

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

The City has had a long term plan to upgrade the roadway and utility infrastructure along North 2nd Avenue and portions of Delnor Avenue (see attached location map). This neighborhood backs up to Pottawatomie Park creating a very desirable location with some newer homes with large footprints. The existing roadway width and geometry is not standard and has developed over the years to support additional new housing yet preserve trees and retain the character of this neighborhood. The project location is unique in terms of the existing conditions, utility connectivity, access for construction operations and homeowner access during potential construction. Due to some of these unique conditions, staff felt it would be most appropriate to kick-off the project with a formal concept engineering study instead of moving into a full scale design. The concept study will include a field survey to get a full understanding of the existing conditions, existing utility condition evaluation, soil borings, public outreach, concept level design, cost estimate, potential construction staging and permitting needs.

Public outreach and neighborhood communication will be critical to the success of this project. As part of this process we will work to engage the residents in this neighborhood through a questionnaire. The questionnaire will serve to notify residents of the City’s project and interest to improve their neighborhood. It will also provide an easy way for residents to provide information on utility services, drainage issues and road condition/access. In addition to the residents there are several other key stakeholders that will be engaged, which include the St. Charles Park District and Norris Woods Nature Preserve adjacent to this neighborhood. In addition to the questionnaire, there is a public open house planned.

The City requested qualifications and proposals from the following engineering firms:

- Engineering Enterprises – No Submittal
- H.R. Green Inc. - \$48,775
- WBK Engineering - \$49,492

Staff reviewed the submittals and selected WBK Engineering to complete the Concept Engineering. WBK Engineering’s project team has a unique level of experience and positive working relationship with the St. Charles Park District and the City, which are appropriate for this project in addition to their project experience. The City has been pleased with the previous work that WBK Engineering has performed and professional interactions work with residents. Staff has selected WBK Engineering to perform this work and negotiated a not to exceed Agreement in the amount of \$49,492.

Attachments *(please list):*

Location Map

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Concept Engineering WBK Engineering for the North 2nd Avenue and Delnor Avenue Improvement Project in the amount not to exceed \$49,492.



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Publication Date: September 19, 2016
 Data Source: City of St. Charles, Illinois
 Base County: Illinois
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Ticker #: 1158



Improvement Area

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





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.h

Title:

Recommendation to Abandon Existing Utility Easement and Approve Permanent Utility Easement for 811 State Street with Susan M. and Kaile E. Judge

Presenter:

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$0

Budgeted Amount: \$0

Not Budgeted:

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

As part of the recent sale of the property at 811 State Street the City was contacted regarding the location of the existing utility easement in relation to the existing building structures. Upon review of the existing easement, utilities and other appropriate information it was determined that the easement could be modified to eliminate encroachment through the existing building structures. The attached Permanent Utility Easement depicts the appropriate needs for the City's utility infrastructure in this area.

Attachments *(please list):*

* Permanent Easement

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Abandon Existing Utility Easement and Approve Permanent Utility Easement for 811 State Street with Susan M. and Kaile E. Judge.

PREPARED BY AND
WHEN RECORDED MAIL TO:
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

-----SPACE ABOVE THIS LINE FOR RECORDERS' USE-----

**CITY OF ST. CHARLES, ILLINOIS
PERMANENT PUBLIC UTILITIES EASEMENT**

THIS INDENTURE, made in the City of St. Charles, State of Illinois, by and between

Susan M. Judge, a single person and Kalie E. Judge, a single person

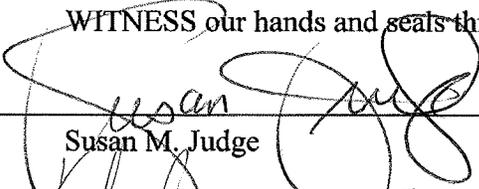
(hereinafter referred to as "GRANTOR") and the CITY OF ST. CHARLES, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Kane and DuPage Counties, Illinois (hereinafter referred to as "CITY").

WITNESSETH: That Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to him by CITY, the receipt and sufficiency of which is hereby acknowledged does hereby grant and give unto the CITY a perpetual easement over, under upon the following described real estate for the construction, reconstruction, operation, maintenance, installation, inspection, replacement, renewal, alteration, enlargement, removal, cleaning and repair of public utilities including, but not limited to overhead and underground electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and without limitation, such other installations as may be required to furnish public utility service to adjacent areas. The right is also hereby granted to said City to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said installations in, on, upon, across, under, or through said easement. The real estate described hereafter may be used by Grantor for shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. The easement shall not extend to any area either now or hereafter improved with a permanent structure or asphalt driveway, so long as such improvement shall have been made prior in time to the installation of the aforesaid storm sewer.

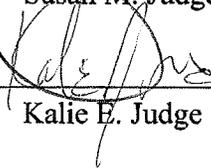
Upon the real estate described in Exhibit A (Legal Description) and shown on Exhibit B (Drawing) both attached and made a part hereof.

The Grantor hereby retains the right to enjoy said easement and right-of-way for its own purposes, provided that such purposes shall not interfere with the uses and right-of-way granted to the City herein. All construction by the City shall be done in a good, workmanlike manner, and the City also agrees that the premises will be left in a neat and presentable condition with fine grading and seeding.

WITNESS our hands and seals this 26th day of August, 2016.



Susan M. Judge



Kalie E. Judge

Raymond P. Rogina, Mayor

Nancy Garrison, City Clerk

ATTEST: _____





STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, Drew M. Wilkins, A Notary Public, in and for said County and State, DO
HEREBY CERTIFY that **Susan M. Judge and Kalie E. Judge** personally known to me to be
the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

Given under my and notarial seal this 26th day of August, 2016.

Drew M. Wilkins
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that **Raymond P. Rogina** personally known to me to be the Mayor of the
City of St. Charles, a municipal corporation and **Nancy Garrison** personally known to me to be
the City Clerk of the city of St. Charles, and personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such Mayor and City Clerk of said corporation, and caused
the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the
Council of the City of St. Charles as their free and voluntary act, and as the free and voluntary
act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this ___ day of _____, 2016.

Notary Public

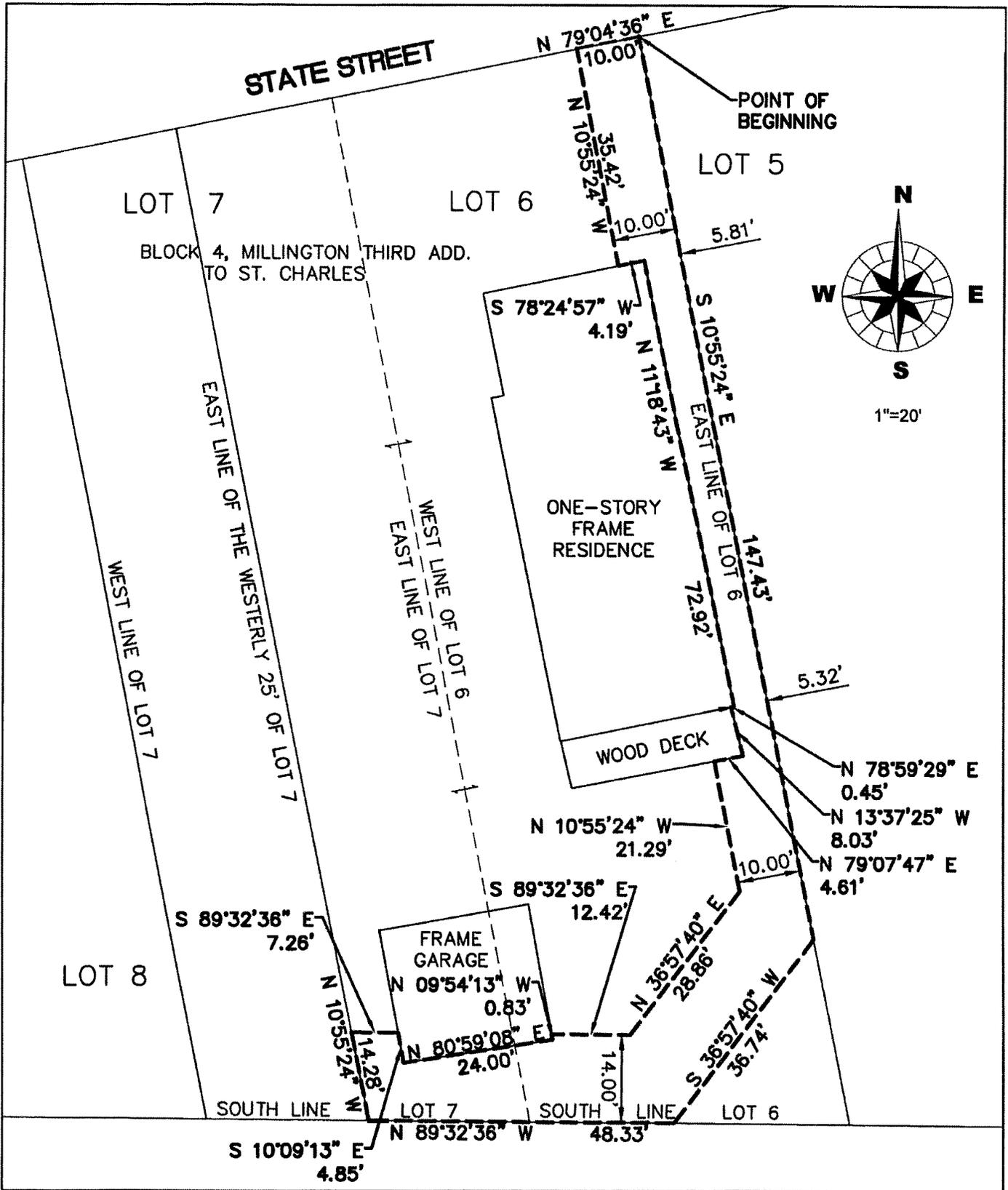
EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF LOTS 6 AND 7 (EXCEPTING THE WESTERLY 25 FEET THEREOF) IN BLOCK 4 OF MILLINGTON THIRD ADDITION TO ST. CHARLES, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 10 DEGREES 55 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 147.43 FEET; THENCE SOUTH 36 DEGREES 57 MINUTES 40 SECONDS WEST, A DISTANCE OF 36.74 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 89 DEGREES 32 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 48.33 FEET TO THE EAST LINE OF SAID WESTERLY 25 FEET OF LOT 7; THENCE NORTH 10 DEGREES 55 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 14.28 FEET TO A LINE PARALLEL WITH AND 14.00 FEET NORTH OF SAID SOUTH LINE OF LOTS 6 AND 7; THENCE SOUTH 89 DEGREES 32 MINUTES 36 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 7.26 FEET TO THE WEST FACE OF AN EXISTING FRAME GARAGE; THENCE SOUTH 10 DEGREES 09 MINUTES 13 SECONDS EAST ALONG SAID WEST FACE, A DISTANCE OF 4.85 FEET TO THE SOUTH FACE OF SAID GARAGE; THENCE NORTH 80 DEGREES 59 MINUTES 08 SECONDS EAST ALONG SAID SOUTH FACE, A DISTANCE OF 24.00 FEET TO THE EAST FACE OF SAID GARAGE; THENCE NORTH 09 DEGREES 54 MINUTES 13 SECONDS WEST ALONG SAID EAST FACE, A DISTANCE OF 0.83 FEET TO SAID LINE PARALLEL WITH AND 14 FEET NORTH OF THE SOUTH LINE OF LOTS 6 AND 7; THENCE SOUTH 89 DEGREES 32 MINUTES 36 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 12.42 FEET; THENCE NORTH 36 DEGREES 57 MINUTES 40 SECONDS EAST, A DISTANCE OF 28.86 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WEST OF SAID EAST LINE OF LOT 6; THENCE NORTH 10 DEGREES 55 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 21.29 FEET TO THE SOUTH FACE OF AN EXISTING WOOD DECK; THENCE NORTH 79 DEGREES 07 MINUTES 47 SECONDS EAST ALONG SAID SOUTH FACE, A DISTANCE OF 4.61 FEET TO THE EAST FACE OF SAID WOOD DECK; THENCE NORTH 13 DEGREES 37 MINUTES 25 SECONDS WEST ALONG SAID EAST FACE, A DISTANCE OF 8.03 FEET TO THE SOUTH FACE OF AN EXISTING ONE-STORY FRAME RESIDENCE; THENCE NORTH 78 DEGREES 59 MINUTES 29 SECONDS EAST ALONG SAID SOUTH FACE, A DISTANCE OF 0.45 FEET TO THE EAST FACE OF SAID RESIDENCE; THENCE NORTH 11 DEGREES 18 MINUTES 43 SECONDS WEST ALONG SAID EAST FACE, A DISTANCE OF 72.92 FEET TO THE NORTH FACE OF SAID RESIDENCE; THENCE SOUTH 78 DEGREES 24 MINUTES 57 SECONDS WEST ALONG SAID NORTH FACE, A DISTANCE OF 4.19 FEET TO SAID LINE PARALLEL WITH AND 10.00 FEET WEST OF THE EAST LINE OF LOT 6; THENCE NORTH 10 DEGREES 55 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 35.42 FEET TO THE NORTH LINE OF SAID LOT 6; THENCE NORTH 79 DEGREES 04 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.048 ACRES, MORE OR LESS.

Parcel No.: 09-28-479-004 (includes other property)

EXHIBIT B



<p>WBK ENGINEERING, LLC 116 West Main Street, Suite 201 St. Charles, Illinois 60174 (630) 443-7755</p>	DSGN	DER	TITLE	PROJECT NO. 160140
	DWN	DER	811 STATE STREET ST. CHARLES, IL.	DATE 04/07/2016
	CHKD	GC	EASEMENT EXHIBIT	SHEET 1 OF 1
	SCALE	1"=20'		
	FILE NAME:	EASEMENT DWG		



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.a

Title:

Recommendation to approve an Ordinance Amending Title 10, "Vehicles and Traffic", Section 10.40.010 "Parking Time Limits" of the St. Charles Municipal Code

Presenter:

Chief Keegan

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$N/A

Budgeted Amount: \$N/A

Not Budgeted:

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

The Police Department responds to complaints of larger vehicles such as trucks, campers, and trailers, which are parked on City streets in residential areas overnight. St. Charles does allow parking on City streets at night; however, certain types of vehicles are prohibited between 10:00 p.m. and 7:00 a.m. In reviewing the applicable ordinance it was discovered that a reference to the Illinois Vehicle Code was outdated and in need of updating. In an attempt to provide the public with this information and be more consistent with enforcement efforts, it is being proposed that some of the language be updated.

In accordance with Illinois Compiled Statutes Chapter 625, Section 5/11-208(16)(b), signs giving reasonable notice of these parking restrictions will be posted. The Police Department will coordinate with Public Works to identify locations which will provide adequate and reasonable notice.

Attachments *(please list):*

* Ordinance with proposed changes

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve an Ordinance Amending Title 10, "Vehicles and Traffic", Section 10.40.010 "Parking Time Limits" of the St. Charles Municipal Code.

City of St. Charles, Illinois

ORDINANCE NO. 2016-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.40.010 "Parking Time Limits" of the St. Charles Municipal Code

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

SECTION ONE: That Title 10 "Vehicles and Traffic", Section 10.40.010 "Parking Time Limits", of the St. Charles Municipal Code, be and is hereby amended as follows:

C. Parking prohibitions and length of time:

1. Except for service vehicles of public utilities, it is unlawful to park any motor home, mobile home, trailer, boat trailer, tractor, bus, or other vehicle exceeding seven and one-half feet in height, truck or other vehicle which is registered for 8,001 lbs. or higher, and any vehicle of the first or second division, as defined in the Illinois Compiled Statutes, Chapter 625, Section 5/1-217 (2016 ed), which is equipped with an attached snowplow, on any street, alley, or parkway between the hours of 10 p.m. and 7 a.m.
2. Permission may be granted by the Police Department for a maximum forty-eight (48) hours for any unoccupied mobile home or motor home to park on a residential street, provided the permit shall be obtained in advance and that permit shall be displayed in the front windshield of the mobile home or motor home. No more than two permits shall be granted in any twelve (12) month period.

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

SECTION THREE: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2016.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of

_____, 2016.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2016.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.a

Title:

Recommendation to Approve Adoption of the Updated Kane County Natural Hazards Mitigation Plan

Presenter:

Fire Chief Joe Schelstreet

Meeting: Government Services Committee

Date: September 19, 2016

Proposed Cost: \$0

Budgeted Amount: \$N/A

Not Budgeted:

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

The Federal Emergency Management Agency (FEMA) requires local communities to adopt a Natural Hazards Mitigation Plan in order to be eligible to receive State or Federal mitigation grant funding subsequent to the occurrence of some type of natural disaster. In 2011 the City adopted the updated Kane County Natural Hazards Mitigation Plan pursuant to Resolution # 2011-30. Since FEMA requires periodic updates to the established mitigation plan, Kane County has provided us with a copy of their updated plan for us to adopt. The plan has been reviewed by the Fire Department.

Attachments *(please list):*

* Proposed Resolution to adopt the 2015 Kane County Natural Hazards Mitigation Plan

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve the updated 2015 Kane County Natural Hazards Mitigation Plan.

City of St. Charles, Illinois

Resolution No. _____

**A Resolution Adopting the Updated 2015 Kane County Natural Hazards
Mitigation Plan**

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

WHEREAS, the City of St. Charles and the County of Kane are subject to flooding, tornados, winter storms, and other natural hazards that can damage property, close businesses, disrupt traffic, and present public health and safety hazards; and

WHEREAS, the Federal Emergency Management Agency (FEMA) requires local communities to adopt a Natural Hazards Mitigation Plan in order to be eligible to receive State or Federal mitigation grant funding; and

WHEREAS, the City of St. Charles previously adopted the Kane County Natural Hazards Mitigation Plan on March 7, 2011, pursuant to Resolution No. 2011-30; and

WHEREAS, FEMA requires that a community's Natural Hazards Mitigation Plan be updated every five years; and

WHEREAS, the Kane County Mitigation Coordinating Committee updated the Natural Hazards Mitigation Plan in 2015, FEMA approved the Kane County Plan, and the County adopted the revised plan, pursuant to Resolution No. 15-351.

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

SECTION ONE: That the Kane County Natural Hazards Mitigation Plan, as revised in 2015, is hereby adopted by the City of St. Charles as an official plan of the City.

SECTION TWO: That the action item assignments, as set forth in Resolution 2003-58, shall remain in full force and effect. The City's representative on the Kane County Mitigation Coordinating Committee shall be the City's Emergency Preparedness Coordinator.

SECTION THREE: That all resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

SECTION FOUR: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Resolution No. _____
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PRESENTED to the City Council of the City of St. Charles, Illinois this ____ day of _____, 2016.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2016.

APPROVED by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2016.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Abstain:

Absent: