# AGENDA CITY OF ST. CHARLES, IL GOVERNMENT SERVICES COMMITTEE MEETING DAN STELLATO, CHAIRMAN

# FIELD TOUR MONDAY, JUNE 25, 2012, 4:30 P.M RED GATE BRIDGE SITE – MEET AT FORMER LITTLE WOODS SCHOOL SITE AND PRESENTATION AT 5:30 IN CITY COUNCIL CHAMBERS

# GOVERNMENT SERVICES COMMITTEE MEETING CITY COUNCIL CHAMBERS 2 E. MAIN STREET, ST. CHARLES, IL 60174 7:00 PM

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. ADMINISTRATIVE
  - **a.** Electric Reliability Report Information only
  - **b.** EAB Control Efforts Information only

## 4. POLICE DEPARTMENT

- **a.** Recommendation to deny the request for a four-way stop at the intersection of 7<sup>th</sup> Street and State Street.
- **b.** Recommendation to approve street and parking lot closures for the Fox Valley Marathon.
- **c.** Recommendation to approve the use of the 1<sup>st</sup> Street Plaza for a Green Eggs & Ham public fundraising breakfast for Steele Beam Theatre.

### 5. PUBLIC WORKS DEPARTMENT

- **a.** Recommendation to approve "Honorary" Street designation for Oak Street annex west of Randall Road in honor of Kane County Flea Market 45<sup>th</sup> Anniversary.
- **b.** Recommendation to direct staff to prepare a policy on Driveway Restoration (private property side) Adjacent to Sidewalks.

- **c.** Recommendation to approve contract for water service to resident at 36W171 Indian Mound Road.
- **d.** Presentation to provide Update on Proposed IL Route 64 Projects Information only.
- **e**. Recommendation to approve Change Orders for IL Rt. 64 Sanitary Sewer and Water Main Installation Contract.
- **f.** Recommendation to approve IDOT Agreement for Proposed Traffic Signal Improvements at IL Rt. 64 and Peck Road.
- **g.** Recommendation to approve budget addition for St. Charles Park District East Side Sports Complex New Service to Northern Fields.
- **h.** Recommendation to approve easement at 410 S. Kirk Road.
- i. Recommendation to approve Parking Lot Sweeping Maintenance Contract with Alliance Sweeping.
- **j.** Recommendation to approve the issuance of an open purchase order with Zimmerman Ford for non-stocked automotive parts.
- **k.** Recommendation to award Engineering Services Proposal to Trotter & Associates for Royal Fox II Lift Station.

# 6. FIRE DEPARTMENT

**a.** Recommendation to approve an Ordinance Authorizing the Disposal of Surplus Fire Department Equipment

## 7. ADDITIONAL BUSINESS

## 8. ADJOURNMENT

A		AGENDA ]	ITEM E	XECU	TIVE SUM	MARY	
	Title:	Electric Relial	oility Re	port –	Information	only	
TICK	Presenter:	Tom Bruhl			· · · · · · · · · · · · · · · · · · ·		
ST. CHARLES							
Please check appr	opriate box:						
	nt Operations		X	Gove	ernment Serv	vices 06.25.12	
Planning &	Development			City	Council		
Public Hea	ring						
Estimated Cost:	\$		Budge	eted:	YES	NO	
If NO, please expl	ain how item will	be funded:					
Executive Summa					nir		
For your informati		•					
Attachments: (ple	ease list)		. ".	A. D. D. ASSECTION OF THE P. S. D.			
None	AAAAAA AAAAA					Man and a second se	41 - 1497 - 401
Recommendation	/ Suggested Act	ion (briefly explo	iin) <b>:</b>				
For information or	nly						
For office use only	):	m Number: 3.a					

OUTAGE No.	DATE, TIME OFF, DAY	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE	ACTION	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
-	5/1/12 7:45PM Tuesday	15	Madison Ave. from Jackson Ave. to Monroe Ave.	311	Open wire, secondary cable dead end broke which caused wire to touch.	We de-energized transformer, made the repairs and power was restored.	80	120	Equipment	Service
2	5/3/12 7:22PM Thursday	0	Stone Dr., Production Dr., E. Main between Tyler & Dunham, N. Tyler area, Hunt Club.	514	Momentary interruption-caused by equipment failure of arrester behind Food Pantry building.	Automatic recloser operation.	286	0	Equipment	Arrester
8	5/4/12 10:57AM Friday	35	Walnut Dr., Fairview Dr., 19th St.	214	Squirrel on single phase transformer, blown tap fuse.	Removed squirrel and replaced fuse.	81	2,835	Animal	Squirrel
4	5/5/12 5:25PM Saturday	245	St. Charles Library	332	Scheduled outage related to 332 reconductor job.	Cut over to new cable pole.	τ-	245	Scheduled	SCMEU
ഹ	5/5/12 3:05PM Saturday	216	2600 E. Main St. (PNC Bank)	534	Scheduled outage to replace rusted out switchgear.	Replaced switchgear and power was restored.	2	432	Scheduled	SCMEU
9	5/6/12 11:12AM Sunday	0	SW quadrant & small portion of NW quadrant.	L56931	Edison lost circuit due to storms.	Automatic recloser operation.	2805	0	ComEd	L56931
2	5/6/12 11:14AM Sunday	0	NW part of town & N. along Rt. 31	L57736	Edison lost circuit due to lightning.	Automatic recloser operation.	2409	0	ComEd	L57736
ω	5/6/12 11:18AM Sunday	0	Between Prairie St. & S. 11th St. from S. 12th St. to S. 2nd St. Area north and east of City Hall Sub up to Q-Center and down Stonehedge.	333/334	Lightning caused recloser to operate.	Automatic recloser operation.	833	0	Weather	Lightning
თ	5/6/12 11:30AM Sunday	89	Between Oak St. & Indiana St. from S. 9th St. to S. 7th St. & S. to Prairie St. on eastside of S. 9th St.	333	Blow fuse from lightning.	Checked for problems and power was restored.	47	3,196	Weather	Lightning
10	5/6/12 1:10PM Sunday	100	Illinois St. & S. 4th St.	333	Blow fuse from lightning.	Checked for problems and power was restored.	9	009	Weather	Lightning
7	5/10/12 7:45AM Thursday	240	4190 - 4200 E. Main St.	711	Scheduled outage. Had to transfer poles due to the East Main IDOT reconstruction project.	Riser was rebuilt from old pole to new pole.	2	480	Scheduled	SCMEU
12	5/11/12 8:30AM Friday	06	218 Park Ave. & 413 N. 3rd Ave.	334	1/2 power, bad connector.	Power was shut off, connectors were replaced and the power was restored.	2	180	Equipment	Connector
13	5/15/12 11:35AM Tuesday	48	Between 7th & Jay Ln. from Jewel to Moore.	311	Tree branch on primary overhead conductor.	Branch was removed and power was restored. Follow up with localized trimming as soon as practical.	62	2,976	Tree	Small Branch
14	5/17/12 2:30PM Thursday	30	815 S. 4th St.	624	Hi -Hoe hit service with elbow, in- line splice broke and hot legs burnt in nearby tree.	Wire was repaired and power was restored.	-	30	Others	Vehicle

6. Animal contact (cat) on 34xv bus Automatic ComEd recipes. 2805 2.805 Animal Cat Cat © Sub 6 30068.  Tree burnt primary down. Dead Tree was removed and power was 20 400 Weather Wind Peavy wind.  Tree was removed and power was 20 400 Weather Wind Deads the broke off in restored.  Wind caused tree on line. Tree was removed and power was 200 400 Weather Wind Deads on split bolt.  Bad connection at pole due to a Bolt was reconnected to pole. 1 66 Equipment Connector split bolt.  Pauly internal equipment. Voltage was checked @ external and switched to pole. 1 60 Others Connector Split bolt.  Motor vehicle accident; SWGR. XFMR was isolated and switched to acrea arrest by Police.  Motor vehicle accident; SWGR. XFMR damaged. Disolated Minutes are circuit 611. Total of interrupted Minutes 1370 Total of Confidence of Total of Interrupted Minutes 1370 Total of Confidence of Total SADIO Minor Confidence of SADIO Minor Conf	DATE, TIME OFF, TIME ON (Min) AREA DAY	TIME ON (Min)	AREA	AREA AFFECTED	CIRCUIT No.	CAUSE	ACTION	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
Tree was removed and power was 28 3,220   Weather restored.	5/18/12 11:14PM 1 Sub 8, T2 @ Sub 6 822/624/626, Friday	1 Sub 8, T2 @ Sub 6		622/624/6;	26, 13	Animal contact (cat) on 34kv bus @ Sub 6 30068.	Automatic ComEd recloser.	2805	2,805	Animal	Cat
Tree was removed and power was restored, res	5/20/12 8:35AM 35 800 & 900 Block N. 5th Ave. 314 Sunday	35 800 & 900 Block N. 5th Ave.		314		Squirrel.	Refused 4472T01.	12	420	Animal	Squirrel
Tree was removed and power was restored.   1	5/24/12 5:50PM 115 S. 5th St., 1 block N. & S. of 624 Thursday	S. Sth St., 1 block N. & S. of Prairie		624		Tree burnt primary down. Dead top part of tree broke off in heavy wind.	Tree was removed and power was restored.	28	3,220	Weather	Wind
Bolt was reconnected to pole.	5/24/12 6:00PM 2 8th St. to 3rd St. N. & S. of 624 Thursday	2 8th St. to 3rd St. N. & S. of Prairie.		624		Wind caused tree on line.	Tree was removed and power was restored.	200	400	Weather	Wind
Bolt was reconnected to pole.	5/25/12 8:30AM 65 310 S. 19th St. 214 Friday	65 310 S. 19th St.		214		Bad connection at pole due to a split bolt.	Bolt was reconnected to pole.	-	92	Equipment	Connector
Voltage was checked @ external breaker in meter base.         1         60         Others           Isolated 6139T01 and replaced it.         9         2,970         Others           XFMR was isolated and switched to circuit 811.         1         60         Others           Total of Interrupted Minutes         21,134         1.370         1.370           Total of ComEd Interrupted Minutes         1.370         1.370         1.370           Total of ComEd Interrupted Minutes         1.370         1.370         1.370           Total SAID! without ComEd         1.370         1.370         1.370           *System Average Inferruption Duration Index (SAID!)         1.370         1.370	5/25/12 10:30AM 40 1608 Evergreen St. 214 Friday	40 1608 Evergreen St.		214		Bad connection at pole due to a split bolt.	Bolt was reconnected to pole.	-	40	Equipment	Connector
Isolated 6139T01 and replaced it.   9 2,970 Others    XFMR was isolated and switched to circuit 811.   60 Others   Circuit 811.   60 Others   Circuit 811.   1370	5/28/12 7:00PM 60 8 E. Main St. 311 Saturday	60 8 E. Main St.		311		Faulty internal equipment.	Voltage was checked @ external breaker in meter base.	<b>V</b>	99	Others	Customer
XFMR was isolated and switched to 1 60 Others circuit 811.  Circuit 811.  Total of Interrupted Minutes  Total SAID!  *System Average Interruption Duration Index (SAID!)	5/27/12 8:00AW 330 615 Randall Rd. 622 Sunday	330 615 Randall Rd.		622		Motor vehicle accident; SWGR, cable & XFMR damaged. DUI arrest by Police.	Isolated 6139T01 and replaced it.	Ø	2,970	Others	Vehicle
1.370	5/27/12 9:00AM 60 Chase Bank - Randall Road 622 Sunday	60 Chase Bank - Randall Road		622		Motor vehicle accident; SWGR, cable & XFMR damaged.	XFMR was isolated and switched to circuit 811.	-	09	Others	Vehicle
1.370										-	
1.370											
1.370											
							Total of Interrupted Minutes		21,134		
							Total SAIDI*	1.370			
					.		Total of ComEd Interrupted Minutes	,			
*System Average Interruption Duration Index (SAIDI)							Total SAIDI without Comed	1.370			
							*System Average Interruption Duration Index (SAIDI)				

		AGENDA ]	TEM E	XECU	TIVE S	U <b>MMAI</b>	RY	
	Title:	EAB Contro	ol Effoi	ts – Iı	nformat	ion Or	nly	
ST. CHARLES	Presenter:	Peter Suhr						
SIN C E 1834								
Please check appro	priate box:							
Government	·	***************************************	X	Gove	ernment	Services	6 06.25.20	012
Planning &	Development			City	Council			
Public Hear	ing							
Estimated Cost:			Budg	eted:	YES	X	NO	
If NO, please expla	in how item will	he funded:						
<b>Executive Summar</b>	ry:							
Monthly update on EAB infestation incremoved in the upco	cluding; any ash	or June 2012. The tree confirmed w	nis upda rith EAE	te prov 3 in Ma	ides deta y 2012 ε	niled inf	ormation trees prop	about the osed to be
Attachments: (plea	ase list)							
Summary Sheet								
Recommendation	/ Suggested Act	ion (briefly explo	ain):				***************************************	and the second s
For Information On	ıly							

Agenda Item Number: 3.b

For office use only:

# **Emerald Ash Borer Monthly Summary Sheet**

June 2012

The Emerald Ash Borer Monthly Summary Sheet is prepared each month by the Public Services Staff for each Government Services Meeting. This summary documents the Spread of EAB (Confirmed Trees), Control Measures (Removed & Treated Trees) and Planting Efforts (New Trees). Unless noted otherwise, all data listed below reflects One (1) month starting on the 1st and ending on the last day of each month. EAB Maps and an address list of Proposed Removals will be attached to this report.

# **Confirmed Trees**

- 000 Ash Trees were confirmed with EAB in May 2012 including:
  - 1. 0 in the NW Quadrant
  - 2. 0 in the SW Quadrant
  - 3. 0 in the SE Quadrant
  - 4. 0 in the NE Quadrant
  - 5. 0 in the Far West

# **Proposed Tree Removals**

- We are proposing to remove **196** Ash Trees this upcoming month including:
  - 1. 31 in the NW Quadrant
  - 2. 28 in the SW Quadrant
  - 3. 36 in the SE Ouadrant
  - 4. 68 in the NE Quadrant
  - 5. 33 in the Far West

## **Treating & Planting Notes**

Over 625 trees have just recently been planted during our Spring Planting Program.	

## **Additional Comments**

We are currently in the process of evaluating our entire inventory of standing ash trees and will conclude next month with an updated list of Confirmed trees, therefore we have not added any Confirmed trees on this month's report.

Summary Report EAB Confirmed June 25, 2012

					Confirmed Date	Date				
Quadrant	Address Street	Street	Side	Site	MM DD	≿	MM DD YY Condition	Maintenance	DBH	
				l		l				Shecies
			1	T		1				
				1						
			Total EA	S S S	nfirmed Si	ites (Ju	Total EAB Confirmed Sites (June, 2012):	C		
								•		

Summary Report EAB Proposed Removals June 25, 2012

Quadrant	Address Street	Street	Side	Site	Condition	Maintenance	Dan		o job or S
FW	303	Fairmont Ct	Front	1	EAB	Proposed Removal-FW		Ash	Windy City White
FW	321	Fairmont Ct	Front	٦	EAB	Proposed Removal-FW	) m	Ash	Autumn Purnla
FW	202	Grand Ridge Rd	Front	Т	EAB	Proposed Removal-FW	3	Ash	Marshall Seedless Green
FW	209	Grand Ridge Rd	Front	τ	EAB	Proposed Removal-FW	3	Ash	Rosehill White
FW	281	Grand Ridge Rd	Front	1	EAB	Proposed Removal-FW	3	Ash	Autumn Purple
FW	318	Grand Ridge Rd	Front	1	EAB	Proposed Removal-FW	3	Ash	Autumn Purple
FW	319	Grand Ridge Rd	Front	1	EAB	Proposed Removal-FW	15	Ash	Cimmaron
FW	323	Grand Ridge Rd	Front	1	EAB	Proposed Removal-FW	3	Ash	Autumn Purple
Σ	2965	Hillsboro Ct	Front	2	EAB	Proposed Removal-FW	3	Ash	Cimmaron
Ρ¥	2965	Hillsboro Ct	Side	1	EAB	Proposed Removal-FW	3	Ash	Cimmaron
FW	2965	Hillsboro Ct	Side	2	EAB	Proposed Removal-FW	3	Ash	Cimmaron
FW	2965	Hillsboro Ct	Side	3	EAB	Proposed Removal-FW	3	Ash	Cimmaron
Ε¥	3037	Langston Circle	Front	1	EAB	Proposed Removal-FW	5	Ash	Autumn Purple
FW	3040	Langston Circle	Side	3	EAB	Proposed Removal-FW	9	Ash	Patmore
FW	282	Pleasant Plains Dr	Front	1	EAB	Proposed Removal-FW	3	Ash	Autumn Purple
FW	282	Pleasant Plains Dr	Front	3	EAB	Proposed Removal-FW	3	Ash	Autumn Purple
FW	3012	Pleasant Plains Dr	Side	3	EAB	Proposed Removal-FW	3	Ash	Autumn Purple
FW	3239	Pleasant Plains Dr	Front	1	EAB	Proposed Removal-FW	3	Ash	Autumn Purple
FW	3239	Pleasant Plains Dr	Front	2	EAB	Proposed Removal-FW	9	Ash	Autumn Purple
₹	3239	Pleasant Plains Dr	Side	2	EAB	Proposed Removal-FW	9	Ash	Autumn Purple
FW	3240	Pleasant Plains Dr	Front	٦	EAB	Proposed Removal-FW	m	Ash	Autumn Purple
Æ	3246	Pleasant Plains Dr	Front	1	EAB	Proposed Removal-FW	7	Ash	Autumn Purple
Æ	318	Red Sky Dr.	Front	П	EAB	Proposed Removal-FW	2	Ash	Rosehill White
FW	322	Red Sky Dr.	Front	7	EAB	Proposed Removal-FW	6	Ash	Cimmaron
FW	3306	Springfield Way	Front	-1	EAB	Proposed Removal-FW	3	Ash	Summit Green
FW	241	Tower Hill Dr	Front	1	EAB	Proposed Removal-FW	3	Ash	Cimmaron
ΡW	290	Tower Hill Dr	Front		EAB	Proposed Removal-FW	2	Ash	Cimmaron
A.	290	Tower Hill Dr	Front	7	EAB	Proposed Removal-FW	3	Ash	Cimmaron
FW	305	Tower Hill Dr	Front	1	EAB	Proposed Removal-FW	3	Ash	Autumn Purple
ΕW	331	Tower Hill Dr	Front	디	EAB	Proposed Removal-FW	3	Ash	Autumn Purple
A.	272	Valley View Dr	Front	1	EAB	Proposed Removal-FW	9	Ash	Autumn Purple
<b>A</b>	284	Valley View Dr	Front	디	EAB	Proposed Removal-FW	9	Ash	Rosehill White
Σ	503	Valley View Dr	Side	4	EAB	Proposed Removal-FW	5	Ash	Patmore

# Summary Report EAB Proposed Removals June 25, 2012

	Side	Site	Condition	Maintenance	рвн		Species
Front 1	~		EAB	Proposed Removal-NE	∞	Ash	Cimmaron
Front 1	1		EAB	Proposed Removal-NE	12	Ash	Cimmaron
Front 2	7	$\dashv$	EAB	Proposed Removal-NE	12	Ash	Cimmaron
Front 1	7		EAB	Proposed Removal-NE	18	Ash	Cimmaron
	٠,٠١	7	EAB	Proposed Removal-NE	6	Ash	Rosehill White
Median		9	EAB	Proposed Removal-NE	9	Ash	Cimmaron
Median		7	EAB	Proposed Removal-NE	0	Ash	Cimmaron
Median		∞	EAB	Proposed Removal-NE	7	Ash	Cimmaron
Median	- 1	12	EAB	Proposed Removal-NE	∞	Ash	Cimmaron
Median		9	EAB	Proposed Removal-NE	6	Ash	Cimmaron
Median		8	EAB	Proposed Removal-NE	6	Ash	Cimmaron
Median		6	EAB	Proposed Removal-NE	10	Ash	Cimmaron
Median		10	EAB	Proposed Removal-NE	10	Ash	Cimmaron
Median		12	EAB	Proposed Removal-NE	2	Ash	Cimmaron
Median		13	EAB	Proposed Removal-NE	9	Ash	Cimmaron
Median		1	EAB	Proposed Removal-NE	70	Ash	Cimmaron
Median		6	EAB	Proposed Removal-NE	15	Ash	Cimmaron
Median		10	EAB	Proposed Removal-NE	12	Ash	Cimmaron
Front		7	EAB	Proposed Removal-NE	13	Ash	Cimmaron
Front	- 1	2	EAB	Proposed Removal-NE	13	Ash	Cimmaron
Front		1	EAB	Proposed Removal-NE	6	Ash	Cimmaron
Front	- 1	2	EAB	Proposed Removal-NE	12	Ash	Cimmaron
Front	- 1	8	EAB	Proposed Removal-NE	12	Ash	Cimmaron
Front	- 1	7	EAB	Proposed Removal-NE	13	Ash	Cimmaron
Front		1	EAB	Proposed Removal-NE	4	Ash	Cimmaron
Front	- 1	4	EAB	Proposed Removal-NE	က	Ash	Cimmaron
Front	- 1	5	EAB	Proposed Removal-NE	8	Ash	Cimmaron
Front		7	EAB	Proposed Removal-NE	9	Ash	Cimmaron
Front		2	EAB	Proposed Removal-NE	7	Ash	Cimmaron
Side		2	EAB	Proposed Removal-NE	12	Ash	Cimmaron
Front		1	EAB	Proposed Removal-NE	12	Ash	Cimmaron
Front	. [	3	EAB	Proposed Removal-NE	12	Ash	Cimmaron
Front		4	EAB	Proposed Removal-NE	12	Ash	Cimmaron

Summary Report EAB Proposed Removals June 25, 2012

Quadrant	Address Street	Street	Side	Site	ပ္	ndition Maintenance	nau		
Ä	1502	Iroquois Ave	Sein	٦			LIGO ,	-	species
1 2	1702	ii oquois Ave	Side	1	EAB	Proposed Removal-NE	16	Ash	Cimmaron
¥ !	7051	Iroquois Ave	Side	4	EAB	Proposed Removal-NE	15	Ash	Cimmaron
뮐	1509	Iroquois Ave	Front	3	EAB	Proposed Removal-NE	19	Ash	Cimmaron
¥.	1521	Iroquois Ave	Front	2	EAB	Proposed Removal-NE	12	Ash	Cimmaron
뮐	2702	King Richard Cir	Front	2	EAB	Proposed Removal-NE	3	Ash	Marshall Seedless Green
Z	215	Persimmon Dr	Front	1	EAB	Proposed Removal-NE	6	Ash	Cimmaron
H	215	Persimmon Dr	Front	2	EAB	Proposed Removal-NE	2	Ash	Cimmaron
뵘	215	Persimmon Dr	Front	3	EAB	Proposed Removal-NE	9	Ash	Cimmaron
NE NE	215	Persimmon Dr	Front	4	EAB	Proposed Removal-NE	Э	Ash	Cimmaron
NE	230	Persimmon Dr	Front	Н	EAB	Proposed Removal-NE	6	Ash	Cimmaron
NE	230	Persimmon Dr	Front	2	EAB	Proposed Removal-NE	∞	Ash	Cimmaron
빙	3709	Queen Elizabeth Ct	Front	1	EAB	Proposed Removal-NE	2	Ash	Patmore
¥	1804	Sterling Ct	Front	1	EAB	Proposed Removal-NE	6	Ash	Cimmaron
NE	1804	Sterling Ct	Front	2	EAB	Proposed Removal-NE	11	Ash	Cimmaron
NE	1805	Sterling Ct	Front	4	EAB	Proposed Removal-NE	7	Ash	Cimmaron
PE	1808	Sterling Ct	Front	1	EAB	Proposed Removal-NE	9	Ash	Cimmaron
R	1812	Sterling Ct	Front	1	EAB	Proposed Removal-NE	6	Ash	Cimmaron
뵘	524	Tyler Rd /N	Front	2	EAB	Proposed Removal-NE	12	Ash	Cimmaron
NE NE	617	Tyler Rd /N	Front	1	EAB	Proposed Removal-NE	9	Ash	Cimmaron
E E	621	Tyler Rd /N	Front	2	EAB	Proposed Removal-NE	2	Ash	Cimmaron
R	621	Tyler Rd /N	Front	3	EAB	Proposed Removal-NE	12	Ash	Cimmaron
뵘	1230	Wing Ave	Front	1	EAB	Proposed Removal-NE	2	Ash	Cimmaron
H		Wing Ave	Front	2	EAB	Proposed Removal-NE	2	Ash	Cimmaron
SE SE		Winners Cup Cir	Front	2	EAB	Proposed Removal-NE	6	Ash	Cimmaron
¥		Winners Cup Cir	Side	3	EAB	Proposed Removal-NE	3	Ash	Cimmaron
E E		Winners Cup Cir	Side	1	EAB	Proposed Removal-NE	8	Ash	Cimmaron
뮐		Winners Cup Cir	Front	2	EAB	Proposed Removal-NE	7	Ash	Cimmaron
y E	П	Winners Cup Cir	Front	ᠬ	EAB	Proposed Removal-NE	6	Ash	Cimmaron
E E		Winners Cup Cir	Front	2	EAB	Proposed Removal-NE	6	Ash	Cimmaron
¥.		Winners Cup Cir	Front	-1	EAB	Proposed Removal-NE	6	Ash	Cimmaron
뷜	T	Winners Cup Cir	Front	3	EAB	Proposed Removal-NE	8	Ash	Cimmaron
뀔		Winners Cup Cir	Front	디	EAB	Proposed Removal-NE	12	Ash	Cimmaron
NE NE	1602	Winners Cup Cir	Front	7	EAB	Proposed Removal-NE	6	Ash	Cimmaron

Summary Report EAB Proposed Removals June 25, 2012

Quadrant	Address	Street	Side	Site	Condition	Maintonage	100		
NE	1602	Winners Cup Cir	Front	,	FAR	Proposed Removal ME	Ego °	1- 4	Species
NE	1606	Winners Cup Cir	Front	2	FAR	Droposed Removal-INE	ρ	Ash	Cimmaron
MN	303	2nd St /N	1017	1 6	GAD CAD	Proposed Removal-NE	∞ !	Ash	Cimmaron
NN N	110	2rd C+ /N	1 - 10	1	EAB	Proposed Removal-NW	19	Ash	Cimmaron
200	011	Std St /iN	Side		EAB	Proposed Removal-NW	11	Ash	Cimmaron
MN		5th St /N	Front	П	EAB	Proposed Removal-NW	21	Ash	Rosehill White
3		5th St /S	Front	7	EAB	Proposed Removal-NW	14	Ash	Cimmaron
AN.	322	6th St /N	Front	1	EAB	Proposed Removal-NW	28	Ash	Cimmaron
MN.	302	Bradley Cir	Front	2	EAB	Proposed Removal-NW	11	Ash	Cimmaron
Š2	306	Bradley Cir	Front	1	EAB	Proposed Removal-NW	12	Ash	Cimmaron
ΝŃ	102	Carrol Rd	Side	2	EAB	Proposed Removal-NW	1 2	Ash	Cimmaron
ΝK	122	Carrol Rd	Front	H	EAB	Proposed Removal-NW	7,	Ach	
MN	126	Carrol Rd	Front	П	EAB	Proposed Removal-NW	7	Ach	Cimmaron
ΝK	126	Carrol Rd	Front	33	EAB	Proposed Removal-NW	17	Ach	Cimmidal
N N N	1405	Dean St	Side	,	FAR	Proposed Bomonia MM	Ţ		Cililital Oil
N	110	Lewis Ct	Front	1 1	EAB	Proposed heritoval-INVV	4 ,	Asn	Cimmaron
32		Manley Rd	Cido	7	נאם	rioposed kemoval-NW	11	Ash	Cimmaron
NIW.	T	Marie 1 10 110	oinc L	٠,	EAD	Proposed Removal-NW	120	Ash	Cimmaron
MM	T	Maniey Rd	Front	-	EAB	Proposed Removal-NW	8	Ash	Cimmaron
MA.		Manley Kd	Front	7	EAB	Proposed Removal-NW	16	Ash	Cimmaron
NZ.		Millington Way	Front	3	EAB	Proposed Removal-NW	14	Ash	Cimmaron
N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/N/		Millington Way	Front	4	EAB	Proposed Removal-NW	14	Ash	Cimmaron
ΝN		Millington Way	Front	3	EAB	Proposed Removal-NW	15	Ash	Cimmaron
ΝN		Millington Way	Front	1	EAB	Proposed Removal-NW	11	Ash	Cimmaron
ΝN		Millington Way	Front	2	EAB	Proposed Removal-NW	15	Ash	Cimmaron
3		Millington Way	Side	2	EAB	Proposed Removal-NW	10	Ash	Cimmaron
<u></u>		State St	Front	3	EAB	Proposed Removal-NW	3	Ash	Cimmaron
NZ NZ		Thornwood Cir	Front	1	EAB	Proposed Removal-NW	9	Ash	Cimmaron
N/S		Thornwood Ct	Side	2	EAB	Proposed Removal-NW	∞	Ash	Cimmaron
MN		Thornwood Dr	Front	1	EAB	Proposed Removal-NW	∞	Ash	Cimmaron
N N		Timbers Trail	Front	2	EAB	Proposed Removal-NW	11	Ash	Cimmaron
N/		Timbers Trail	Front	1	EAB	Proposed Removal-NW	12	Ash	Cimmaron
AN .	T	Timbers Trail	Front	2	EAB	Proposed Removal-NW	12	Ash	Cimmaron
N/		Timbers Trail	Front	2	EAB	Proposed Removal-NW	6	Ash	Cimmaron
MN	921	Wildwood Ct	Side	1	EAB	Proposed Removal-NW	6	Ash	Cimmaron

Summary Report EAB Proposed Removals June 25, 2012

1216         Adams Ave         Side         1 EAB         Proposed Removal-SE           1326         Adams Ave         Front         1 EAB         Proposed Removal-SE           1347         Adams Ave         Front         1 EAB         Proposed Removal-SE           1347         Adams Ave         Front         1 EAB         Proposed Removal-SE           1340         Adams Ave         Front         1 EAB         Proposed Removal-SE           1402         Adams Ave         Front         1 EAB         Proposed Removal-SE           1437         Adams Ave         Front         1 EAB         Proposed Removal-SE           1438         Adams Ave         Front         1 EAB         Proposed Removal-SE           1449         Adams Ave         Front         1 EAB         Proposed Removal-SE           1449         Adams Ave         Front         1 EAB         Proposed Removal-SE           1505         Adams Ave         Front         2 EAB         Proposed Removal-SE           1550         Adams Ave         Front         2 EAB         Proposed Removal-SE           1551         Adams Ave         Front         2 EAB         Proposed Removal-SE           1552         Adams Ave         Front	Ouadrant	Addrass	Straat		6:4:3					
Labe         Adams Ave         Fiste         1         FAB         Proposed Removal-SE         1.6         Ash           1340         Adams Ave         Front         1         EAB         Proposed Removal-SE         1.6         Ash           1347         Adams Ave         Front         1         EAB         Proposed Removal-SE         1.6         Ash           1402         Adams Ave         Front         1         EAB         Proposed Removal-SE         1.6         Ash           1402         Adams Ave         Front         1         EAB         Proposed Removal-SE         1.5         Ash           1403         Adams Ave         Front         1         EAB         Proposed Removal-SE         1.5         Ash           1404         Adams Ave         Front         1         EAB         Proposed Removal-SE         1.5         Ash           1404         Adams Ave         Front         1         EAB         Proposed Removal-SE         1.5         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         1.5         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE </th <th>200</th> <th>7777</th> <th>A design</th> <th>Side</th> <th>Site</th> <th>Condition</th> <th>Maintenance</th> <th>ОВН</th> <th></th> <th>Species</th>	200	7777	A design	Side	Site	Condition	Maintenance	ОВН		Species
t. 1347         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1 347         Adams Ave         Front         2         EAB         Proposed Removal-SE         16         Ash           1 402         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1 402         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1 414         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1 414         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1 401         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1 402         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1 550         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1 551         Adams Ave         Front         1         EAB         Proposed Removal-S	SE	9171	Adams Ave	Side		EAB	Proposed Removal-SE	က	Ash	Patmore
E         1347         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1329         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1402         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1414         Adams Ave         Front         1         EAB         Proposed Removal-SE         14         Ash           1437         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1437         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1436         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1506         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1551         Adams Ave         Front         2         EAB         Proposed Re	SE	1347	Adams Ave	Front	1	EAB	Proposed Removal-SE	16	Ash	Cimmaron
E         1359         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1402         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1414         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1426         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1438         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1461         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1535         Adams Ave         Front         2         EAB         Proposed Re	SE	1347	Adams Ave	Front	2	EAB	Proposed Removal-SE	16	Ash	Cimmaron
E         1402         Adams Ave         Front         1         EAB         Proposed Removal-SE         20         Ash Ash Ash           E         1414         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash Ash Ash           E         1426         Adams Ave         Front         1         EAB         Proposed Removal-SE         14         Ash Ash           E         1437         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           E         1449         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           E         1461         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           E         1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           E         1505         Adams Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           E         1505         Adams Ave         Front         2         EAB         Proposed Removal-SE         15	SE	1359	Adams Ave	Front	1	EAB	Proposed Removal-SE	16	Ash	Cimmaron
E         1414 Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1426 Adams Ave         Front         1         EAB         Proposed Removal-SE         14         Ash           1437 Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1449 Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1440 Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1474 Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505 Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1510 Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1526 Adams Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1535 Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1555 Adams Ave         Front         1         EAB	SE	1402	Adams Ave	Front	1	EAB	Proposed Removal-SE	20	Ash	Cimmaron
E         1426         Adams Ave         Front         1         EAB         Proposed Removal-SE         14         Ash           1437         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1448         Adams Ave         Front         3         EAB         Proposed Removal-SE         15         Ash           1461         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1506         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1515         Adams Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1536         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Re	SE	1414	Adams Ave	Front	1	EAB	Proposed Removal-SE	15	Ash	Cimmaron
1437         Adams Ave         Front         1         EAB         Proposed Removal-SE         24         Ash           1438         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1449         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1449         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1515         Adams Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1520         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1521         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1526         Adams Ave         Front         1         EAB         Proposed Removal-SE	SE		Adams Ave	Front	1	EAB	Proposed Removal-SE	14	Ash	Cimmaron
1438         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1449         Adams Ave         Front         3         EAB         Proposed Removal-SE         15         Ash           1440         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1474         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1520         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE	SE		Adams Ave	Front	1	EAB	Proposed Removal-SE	24	Ash	Cimmaron
1449         Adams Ave         Front         3         EAB         Proposed Removal-SE         15         Ash           1461         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1474         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1515         Adams Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1526         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1535         Adams Ave         Front         2         EAB         Proposed Removal-SE         17         Ash           1536         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1556         Adams Ave         Front         1         EAB         Proposed Removal-SE	SE		Adams Ave	Front	1	EAB	Proposed Removal-SE	15	Ash	Cimmaron
1461         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1474         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1486         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1515         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1520         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1556         Adams Ave         Front         1         EAB         Proposed Removal-SE	SE		Adams Ave	Front	3	EAB	Proposed Removal-SE	15	Ash	Cimmaron
1474         Adams Ave         Front         3         EAB         Proposed Removal-SE         15         Ash           1486         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1520         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1556         Adams Ave         Front         1         EAB         Proposed Removal-SE	SE		Adams Ave	Front	1	EAB	Proposed Removal-SE	15	Ash	Cimmaron
1486         Adams Ave         Front         1         EAB         Proposed Removal-SE         25         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1520         Adams Ave         Front         2         EAB         Proposed Removal-SE         17         Ash           1535         Adams Ave         Front         2         EAB         Proposed Removal-SE         16         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1556         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1565         Adams Ave         Front         1         EAB         Proposed Removal-SE	SE		Adams Ave	Front	3	EAB	Proposed Removal-SE	15	Ash	Cimmaron
1505         Adams Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           1505         Adams Ave         Side         2         EAB         Proposed Removal-SE         15         Ash           1515         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1520         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1535         Adams Ave         Front         2         EAB         Proposed Removal-SE         16         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1565         Adams Ave         Front         1         EAB         Proposed Removal-SE	SE		Adams Ave	Front	1	EAB	Proposed Removal-SE	25	Ash	Cimmaron
1505         Adams Ave         Side         2         EAB         Proposed Removal-SE         15         Ash           1515         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1520         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1535         Adams Ave         Front         2         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1566         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1575         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1566         Commerce Dr         Side         2         EAB         Proposed Removal-SE	SE		Adams Ave	Front	1	EAB	Proposed Removal-SE	15	Ash	Cimmoron
1515         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1520         Adams Ave         Front         2         EAB         Proposed Removal-SE         17         Ash           1533         Adams Ave         Front         2         EAB         Proposed Removal-SE         16         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1565         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1566         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1575         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1576         Adams Ave         Front         2         EAB         Proposed Removal-SE         16         Ash           1461         Crambrook Ave         Front         2         EAB         Proposed Removal-SE	SE		Adams Ave	Side	2	EAB	Proposed Removal-SE	15	Ash	Cimmaron
1520         Adams Ave         Front         2         EAB         Proposed Removal-SE         17         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         14         Ash           1535         Adams Ave         Front         2         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1556         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1575         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           3985         Commerce Dr         Side         2         EAB         Proposed Removal-SE         3         Ash           1461         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1462         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         2         EAB         Proposed Removal-SE	SE		Adams Ave	Front	1	EAB	Proposed Removal-SE	17	Ash	Cimmaron
1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         14         Ash           1535         Adams Ave         Front         2         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         18         Ash           1556         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1575         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           3985         Commerce Dr         Side         2         EAB         Proposed Removal-SE         16         Ash           1461         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1462         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         2         EAB         Proposed Removal-S	SE		Adams Ave	Front	2	EAB	Proposed Removal-SE	17	Ash	Cimmaron
1535         Adams Ave         Front         2         EAB         Proposed Removal-SE         16         Ash           1535         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         18         Ash           1565         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1575         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           3985         Commerce Dr         Side         2         EAB         Proposed Removal-SE         3         Ash           1461         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1462         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1704         Larson Ave         Front         1         EAB         Proposed Removal-S	SE		Adams Ave	Front	1	EAB	Proposed Removal-SE	14	Ash	Cimmaron
1535         Adams Ave         Front         3         EAB         Proposed Removal-SE         16         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         18         Ash           1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1575         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           3985         Commerce Dr         Side         2         EAB         Proposed Removal-SE         3         Ash           1461         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1462         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1703         Larson Ave         Front         1         EAB         Proposed Removal-SE         12         Ash           1704         Larson Ave         Front         1         EAB         Proposed Removal-	SE		Adams Ave	Front	2	EAB	Proposed Removal-SE	16	Ash	Cimmaron
1555         Adams Ave         Front         1         EAB         Proposed Removal-SE         18         Ash           1565         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1575         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           3985         Commerce Dr         Side         2         EAB         Proposed Removal-SE         3         Ash           1461         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1462         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1602         Jeanette Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         3         EAB         Proposed Removal-SE         15         Ash           1703         Larson Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1704         Liberty Ave         Front         1         EAB         Proposed Remo	SE		4dams Ave	Front	8	EAB	Proposed Removal-SE	16	Ash	Cimmaron
1565         Adams Ave         Front         1         EAB         Proposed Removal-SE         17         Ash           1575         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           3985         Commerce Dr         Side         2         EAB         Proposed Removal-SE         3         Ash           1461         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1462         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1602         Jeanette Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1703         Larson Ave         Front         1         EAB         Proposed Removal-SE         2         Ash           1704         Larson Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1704         Larson Ave         Front         4         EAB         Proposed Remov	SE		Adams Ave	Front	7	EAB	Proposed Removal-SE	18	Ash	Cimmaron
1575         Adams Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           3985         Commerce Dr         Side         2         EAB         Proposed Removal-SE         3         Ash           1461         Cranbrook Ave         Front         1         EAB         Proposed Removal-SE         10         Ash           1461         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1462         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1703         Larson Ave         Front         1         EAB         Proposed Removal-SE         24         Ash           1704         Liberty Ave         Front         1         EAB         Proposed Removal-SE         15         Ash           745         Liberty Ave         Front         4         EAB         Proposed Removal-SE         15         Ash	SE		Adams Ave	Front	П	EAB	Proposed Removal-SE	17	Ash	Cimmaron
3985         Commerce Dr         Side         1         EAB         Proposed Removal-SE         3         Ash           1461         Crambrook Ave         Front         1         EAB         Proposed Removal-SE         10         Ash           1461         Crambrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1462         Crambrook Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         3         EAB         Proposed Removal-SE         19         Ash           1703         Larson Ave         Front         1         EAB         Proposed Removal-SE         24         Ash           1704         Larson Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           1704         Liberty Ave         Front         4         EAB         Proposed Removal-SE         15         Ash	SE		Adams Ave	Front	1	EAB	Proposed Removal-SE	16	Ash	Cimmaron
3985         Commerce Dr         Side         2         EAB         Proposed Removal-SE         3         Ash           1461         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         10         Ash           1462         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         3         EAB         Proposed Removal-SE         19         Ash           1703         Larson Ave         Front         1         EAB         Proposed Removal-SE         24         Ash           1704         Larson Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           745         Liberty Ave         Front         4         EAB         Proposed Removal-SE         16         Ash	SE		Commerce Dr	Side	1	EAB	Proposed Removal-SE	m	Ash	Summit Green
1461         Cranbrook Ave         Front         1         EAB         Proposed Removal-SE         10         Ash           1462         Cranbrook Ave         Front         2         EAB         Proposed Removal-SE         15         Ash           1602         Jeanette Ave         Front         3         EAB         Proposed Removal-SE         19         Ash           1703         Larson Ave         Front         1         EAB         Proposed Removal-SE         24         Ash           1704         Larson Ave         Front         1         EAB         Proposed Removal-SE         16         Ash           745         Liberty Ave         Front         4         EAB         Proposed Removal-SE         16         Ash	SE	7	Commerce Dr	Side	2	EAB	Proposed Removal-SE	<u>س</u>	Ash	Summit Green
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Summary Report EAB Proposed Removals June 25, 2012

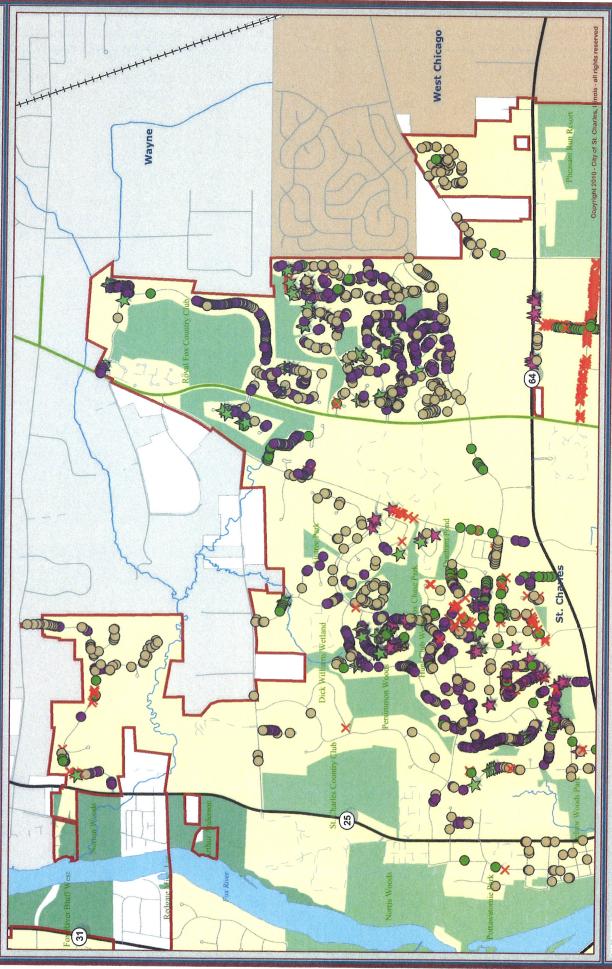
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SW	1407	10th St /S	Front	1 ~	FAR	Proposed Removal SW	10	ASN	Cimmaron	
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SW		10th St /S	Front	2	EAB	Proposed Removal-SW	14	Ash	Cimmaron	
SW	1419	10th St /S	Front	1	EAB	Proposed Removal-SW	17	Ash	Cimmaron	
SW		10th St /S	Front	2	EAB	Proposed Removal-SW	19	Ash	Cimmaron	
SW		10th St /S	Front	1	EAB	Proposed Removal-SW	16	Ash	Cimmaron	
SW		10th St /S	Front	7	EAB	Proposed Removal-SW	15	Ash	Cimmaron	
SW		10th St /S	Front	1	EAB	Proposed Removal-SW	18	Ash	Cimmaron	
SW		10th St /S	Front	2	EAB	Proposed Removal-SW	14	Ash	Cimmaron	
SW	1432	10th St /S	Front	1	EAB	Proposed Removal-SW	15	Ash	Cimmaron	
SW		10th St /S	Front	2	EAB	Proposed Removal-SW	18	Ash	Cimmaron	
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1		12th St /S	Front	3	EAB	Proposed Removal-SW	18	Ash	Cimmaron	
1		14th St /S	Front	1	EAB	Proposed Removal-SW	30	Ash	Cimmaron	
SW	1242	Fellows St	Front	1	EAB	Proposed Removal-SW	18	Ash	Blue	
		Fellows St	Front	2	EAB	Proposed Removal-SW	21	Ash	Blue	
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City of St. Charles, Illinois

Precision GIS

BRIAN TOWNSEND City Administrator

DONALD P. DEWITTE Mayor



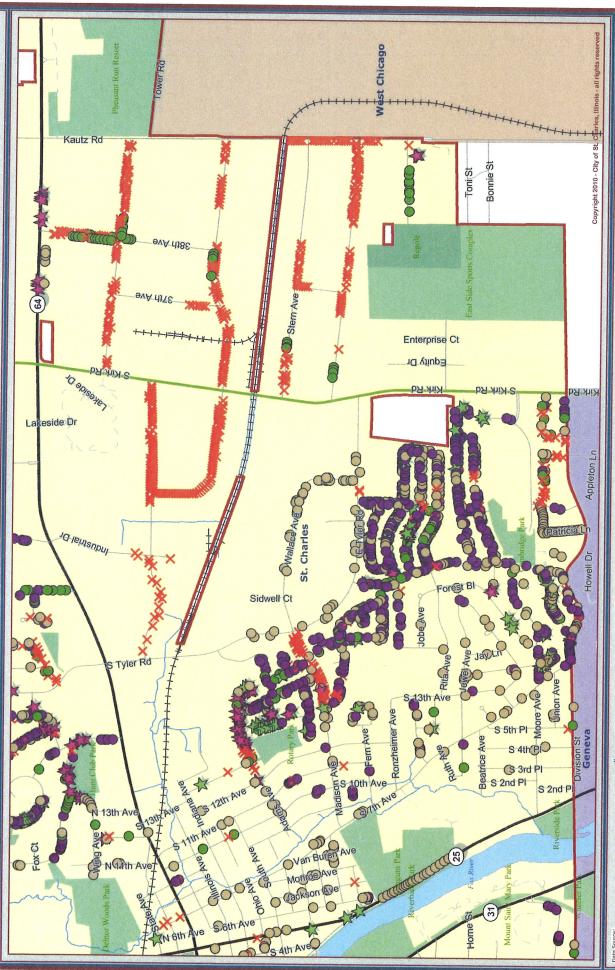
Notes: June GSC EAB Map - NE Area 1

City of St. Charles, Illinois

Precision GIS

City Administrator BRIAN TOWNSEND

DONALD P. DEWITTE Mayor



Notes: June GSC EAB Map SE Area 2

City of St. Charles, Illinois

Precision GIS

BRIAN TOWNSEND City Administrator DONALD P. DEWITTE

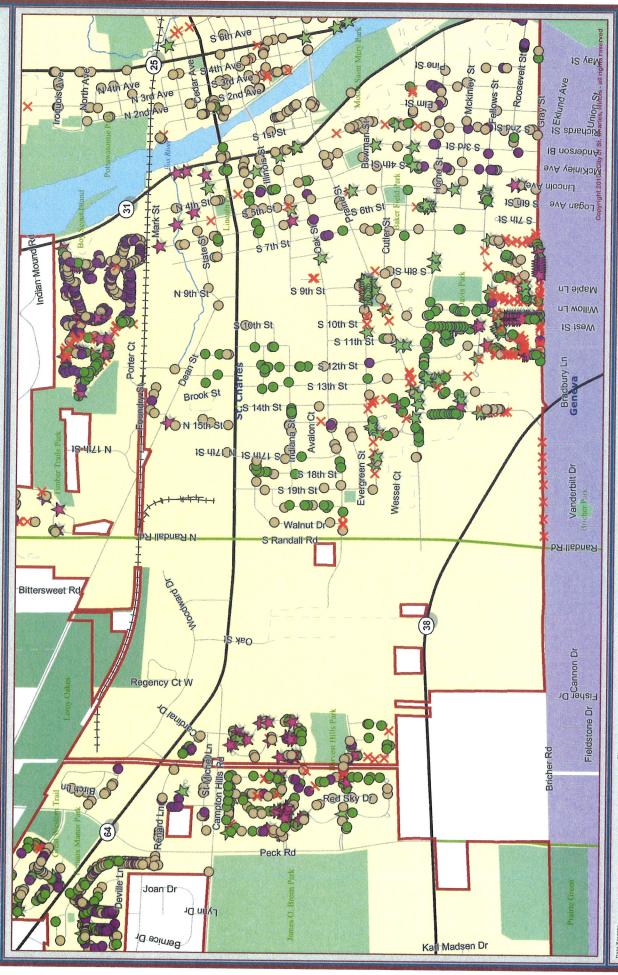
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Notes: June GSC EAB Map NW Area 3

Precision GIS City of St. Charles, Illinois

City Administrator BRIAN TOWNSEND

DONALD P. DEWITTE Mayor



Notes: June GSC EAB Map SW and FW Area 4

		AGENDA I	гем Е	XECU	TIVE SUMN	MARY	
	Title:	Recommendation stop sign at the	on to n	ot apprection of	rove the insta of 7 <sup>th</sup> Street a	allation of a fo	ur-way
ST. CHARLES	Presenter:	Chief Lamkin June 2012					
SINCE 1834							
Please check approp							
Government	Operations		X	Gove	ernment Serv	rices 06.25.12	
Planning & I	Development			City	Council		
Public Hearing	ng						
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Estimated Cost:			Budg	eted:	YES	NO	X
Executive Summar	y:	1,000					
Prompted by a reside Street was conducted	ent request, a re d. The Police D	view of the necess epartment found th	sity of a	a four-	way stop sigi st did not me	a at 7 <sup>th</sup> Street et warrants.	and Stat
Attachments: (plea	se list)						
Traffic study memo,	legal opinion l	etter, crash review	memo	)			
Recommendation /	Suggested Act	ion (briefly explai	<i>n</i> ):	w			
The Police Departm the fact the study do			ofas	top sig	n installation	at this location	on due to

Agenda Item Number: 4.a

For office use only:

### LAW OFFICES OF

# GORSKI & GOOD, LLP

GERALD M. GORSKI THOMAS W. GOOD ROBIN N. JONES 211 SOUTH WHEATON AVENUE
SUITE 305
P.O. BOX 611
WHEATON, ILLINOIS 60187-0611
(630) 665-7500
FAX (630) 665-8670

June 13, 2012

Chief James E. Lamkin City of St. Charles Police Department 211 N. Riverside Ave. St. Charles, IL 60174

Re: Four Way Stop Signs – 7<sup>th</sup> and State St.

### Dear Chief Lamkin:

This letter addresses the question posed in your email to Tom Good of June 11, 2012. Your communication specifically references Item #3 in City Administrator Townsend's email to you. For the purposes of this response, I'll also address Item #4.

The email forwarded to me poses a question as to whether erecting two more stop signs at the subject intersection "meet warrants". This is a commonly expressed way of saying that the installation isn't recommended. I have attached hereto a handout for a power point presentation made by Mr. Kyle Armstrong, P.E., Illinois Department of Transportation, Engineering & Standards Unit Chief, Bureau of Operations. His presentation was made at the Illinois Municipal Leagues' Annual Conference on September 15, 2011 (Exhibit #1).

Please look at the upper left hand panel on page 5. Mr. Armstrong notes that: "Unlike traffic signals, there are no specific warrants that must be met before stop sign may be installed." In a phone conversation with him this morning, Mr. Armstrong confirmed the correctness of this assertion. Mr. Armstrong advised that, unlike other elements of the Manual on Uniform Traffic Control Devices ("MUTCD"), there are no specific requirements which precondition the installation of stop signs; rather there are recommendations. To the end, he indicated that the posting of stop signs should be guided by an engineering study which considers the factors outlined in the MUTCD. These factors are listed at Section 2B.04 of the MUTCD (Exhibit #2).

While the erection of stop signs is not conditioned upon meeting "warrants", engineering judgment is recommended. Additionally, this subject has received considerable attention over the years in professional journals and related literature. Traffic engineers challenge the frequently expressed view that stop signs assist in controlling the speed of vehicles traveling along a given road way. These experts have documented studies which establish that "unwarranted stop signs" actually contribute to motorist speeding up between the signs in an effort to make up for the time lost by the stopping requirement. I've attached copies of two articles found on the internet which address the subject. One from Gross Point Woods, Michigan (Exhibit #3) and another from Spokane, Washington (Exhibit #4).

Chief James Lamkin June 13, 2012 Page 2

So, although your email suggests that the proposed signage didn't meet warrants, I'll assume that what is meant is that it isn't recommended by reason of an engineering analysis considering the factors set forth on Exhibit #2.

Items #3 and #4 in Brian's email question the legal and liability ramifications of the installation of the subject stop signs. Stop signs are authorized by the passage of an ordinance and are incorporated into the City's Code (See Section 10.11.2100). Ordinances are the manner in which a city makes laws. Section 10/2-103 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seg.) provides as follows:

"A local public entity is not liable for any injury caused by adopting or failing to adopt an enactment or by failing to enforce any law."

Further, Section 10/2-202 of the Tort Immunity Act provides as follows:

"A public employee is not liable for his act or omission in the execution or enforcement of any law unless such act or omission constitutes willful and wanton conduct."

The City is a local public entity and our officers are public employees. We are protected under the Tort Immunity Act.

In considering how our carrier would view an ordinance establishing these signs, I would return to Mr. Armstrong's conclusion that there are **no specific requirements** for stop sign installation; rather there are **recommendations**. While I can't answer the question definitively, only the carrier can do that, Armstrong's interpretation of the law implies legislative discretion which is a prerogative of the City Council.

Having said that, we consistently recommend to our municipal clients that they adhere to warrants or, in this case, the recommendations contained in the MUTCD. If not for legal reasons, for the reason that the studies demonstrate that "unwarranted stop signs" actually do not serve to reduce speed and actually may cause drivers to "jack rabbit" between signs.

If you or the Committee has any further questions, please don't hesitate to call.

ery truly yours,

Gerald M. Gorsk

cc: Brian Townsend

**EXHIBIT** 

reppies.



# AND MUNICIPAL REGULATIONS: WHAT EVERY ELECTED OFFICIAL NEEDS TO KNOW ABOUT TRAFFIC CONTROL DEVICES THE RULES OF THE ROAD

Illinois Municipal League 98th Annual Conference September 15, 2011



- MUTCD
- Sign Size, Shape, and Color
- Children at Play
- Stop for Pedestrians
- No Cell Phones
- Unauthorized Signs
- Pedestrian Accessibility
  - for Work Zones

- Speed Studies Stop Signs
- Street Name Signs
- School Zones
- Park Zones
- Low Speed Vehicles



# SPEAKERS

Engineering & Standards Unit Chief IL DOT - Bureau of Operations Kyle Armstrong, P.E., P.T.O.E

kyle.armstrong@illinois.gov

217/782-7414

IL DOT - Bureau of Local Roads & Streets Local Policy & Technology Engineer Kevin Burke III, P.E. 217/785-5048

Kevin.burkeiii@illinois.gov

MUTCD

- requires the department 625 ILCS 5/11-301 to adopt
- Traffic control devices include signs, signals, markings, and other devices
- Shall, Should, May



# SIGN SIZE, SHAPE, AND COLOR

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# Sign (

# SIGN SHAPES

- Octagon Stop Sign
- Equilateral Triangle Yield
- Circle Grade Crossing Advance Warning
- Pennant Shape No Passing
- Pentagon School Advance Warning/County Route Sign
- Crossbuck Grade Crossing
- Diamond Warning
- Rectangle Regulatory/Guide/Warning
- Trapezoid Recreational/Cultural/National Forest

# SIGN

# SIGN SIZES

- Conventional Road highway other than low volume road, expressway, freeway.
- Expressway Divided highway with partial control of access.
- Freeway Divided highway with full control of access
- Low Volume Road
- a facility outside of cities, towns, and communities with traffic < 400 ADT</li>
- Shall not be a residential street in a neighborhood

# SIGN

# SIGN COLORS

- Black Regulatory
- · Blue Information/Interstate or County Route
- Brown Recreational/Forest Route
  - Green Guide/Recreational
- Orange Temporary Traffic Control/Incident Management
  - Red Regulatory/Interstate Route
- White Regulatory/US or State Route
  - Yellow Warning
- Purple Toll
- Fluorescent Yellow Green School/Ped/Bike
  - Fluorescent Pink Incident Management



# CHILDREN AT PLAY



- Slow Children at Play Symbol sign does not comply with MUTCD
  - Word Message Signs such as "Autistic Child", "Blind Child", "Deaf Child" or "Children at Play" not recommended
- These signs:
- Do not describe where the child might be
- Are ignored by motorists
- Provide parents with a false sense of security Have no legal meaning
  - Remain in place after the child has left

BLIND CHILD

- Lack standards for engineering study
  - Have proven ineffective



# ALTERNATE FOR CHILDREN AT PLAY



- May use where shared use of roadway or unexpected entry may occur

W11-1, W11-2, W11-9 or W11-15

- Use engineering judgment
- Requires down arrow if used at crossings
- W15-1
- May be used at playgrounds adjacent to the road
- Should be considered if access requires roadway crossing
- Fluorescent Yellow Green Optional

# STOP FOR PEDESTRIANS

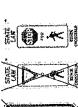
- 625 ILCS 5/11-1002 requires motorists to stop and yield to pedestrians in crosswalks
- 625 ILCS 5/11-1002.5 covers school zones
- State Law Border optional
- Fluorescent Yellow Green Optional



8







# NO CELL PHONES

- . 625 ILCS 5/12-610.1 Prohibits Cell Phones in School and Work Zones
- Does Not Require Sign to Be Posted
- · If Used, Shall Be R2-1110
- · Department Does not Use in Work Zones
- School Zone Use Discussed Later

CELL PHONE USE PROHIBITED



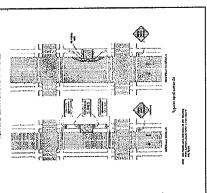
# UNAUTHORIZED SIGNS

- · 625 ILCS 5/11-310
- Unauthorized Signs Are Signs Imitating/Resembling Official Traffic Control Device upon Or in view of Any Highway
- Considered a Public Nuisance
- Highway Agency with Jurisdiction May Remove without Notice
- Class A Misdemeanor



# PEDESTRIAN ACCESSIBILITY

- MUTCD and ADA requirement
- Shall make temporary facilities accessible
  - Advanced Warning - Audible messages
- Temporary Curb Ramps
  - Detectable Barriers
- Accessibility Guidelines Public Rights-of-way (PROWAG)

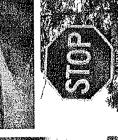




# ILLINOIS STATUTES

- 625 ILCS 11-302 gives local agencies the authority to install stop signs at intersections under their jurisdiction.
- · IDOT has authority to install stop signs for any approach to an intersection that includes a roadway under State jurisdiction.
- Stop signs must conform to the Illinois Supplement to the MUTCD.











# STOP SIGN APPLICATIONS

- · Unlike traffic signals, there are no specific warrants that must be met before stop signs may be installed.
- Engineering judgment should be used to establish intersection control and should account for the following:
- Traffic volumes
- Speeds
- Crash history
- No. and angle of approaches
- Sight Distance
- Stop Signs should not be used for speed control.



# STOP SIGN APPLICATIONS (CONT.)

- engineering judgment indicates a stop is · Stop signs should be considered where always required based on the following conditions:
- Through street traffic is greater than 6000 vpd
- Poor sight distance
- crashes in 2-year period. Crashes must be of a type - 3 or more crashes in 1-year period or 5 or more correctable by stop sign installation (right-angle collisions).



# SPEED STUDIES



SPEED

The installation of multi-way stop control should be based on an engineering study which accounts for

Used where traffic volumes on intersecting roads

are approximately equal.

MULTI-WAY STOPS

SPEED 30

SCHOOL



MINIMUM 65

Section 2B.07 of the MUTCD contains specific criteria for multi-way stop control.

- Vehicular, pedestrian, and bicycle volumes

- Prior to traffic signal installation

the following:

- Crash history



# SPEED ZONE REGULATIONS

- approval for speed zones on roads under their jurisdiction and are not required to follow IDOT procedures for setting speed limits. Local Agencies are not required to obtain IDOT
- 625 ILCS 11-604
- Local Agencies may establish absolute maximum speed limits on all streets which are within its corporate limits and not under State or County jurisdiction.
- An engineering or traffic investigation is required to alter a statutory speed limit.

# SPEED ZONE REGULATIONS

# Altered Speeds:

- cannot be less than 20 mph or greater than 55 mph in an urban
- cannot be less than 35 mph outside of an urban districtcannot be less than 25 mph in a residence district

  - can make speed limits in effect only for certain hours
- cannot have more than 10 mph difference between adjacent no more than 6 alterations per mile
- altered speed zones
- Signs stating 'Speed Limit XX on city streets unless otherwise posted' are

determined that an altered speed limit is not in effect unless it is posted on not allowed on State-route entrances to cities. IDOT Chief Counsel that street



# SUPPLEMENTARY INVESTIGATIONS

· High-Crash Locations:

- Reduction if the studied zone contains a high-crash

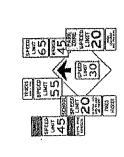
- Reduction based on the number of Access Control: location.
- entrances/intersections within the studied zone. Pedestrian Activity:
- Reduction with certain pedestrian volumes and if sidewalks are not present or directly behind curb.
- **Parking**:
- Reduction where parking is allowed next to traffic lanes.

# IDOT SPEED POLICY PROCEDURES

- · Local Agencies may use IDOT speed study procedures to establish altered speed zones.
- An altered speed limit is primarily based on prevailing premise that the majority of motorists will drive at a speed of free-flowing traffic. Nationally accepted speed they judge to be safe and proper
- Prevailing speed is based on the average of:
  - 85th percentile speed
- Upper limit of the 10 mph pace
  - Average test run speed



Posting Speed Limits on Details for speed study System March 2011 procedures may be the State Highway found in Policy on **Establishing and** 



Policy on Establishing and Posting Speed Limits on the State Highway System

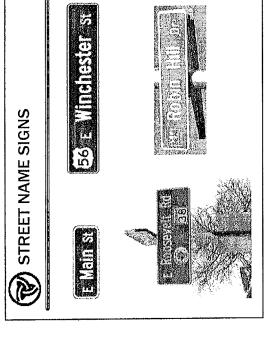
March 2011







- Any new street name sign installed must use mixed-case lettering.
- for mixed case lettering.
  Existing signs with all uppercase lettering may remain until they need to be replaced due to maintenance or as part of retroreflectivity requirements. There is no compliance date
  - Research has shown that mixed-case lettering improves recognition distances of signs.





# RETROREFLECTIVITY

- Street name signs must be maintained to a minimum level of retroreflectivity.
- management or assessment methods must be Existing street name signs that don't meet the minimum retroreflective levels based on replaced by January 2018.
- If existing street name signs still meet the minimum levels they may remain in place.



# COLORS

- Only 4 acceptable colors
  - Green with white legend
- Brown with white legend Blue with white legend
  - White with black legend
- these colors. Existing signs not of these colors may remain in place until they need to be There is not a compliance date for the use of replaced due to maintenance or as part of retroreflectivity requirements.



# LETTER HEIGHTS

- recommendations, but agencies should use engineering judgment and document reason for using letter heights smaller than Letter heights in MUTCD for street name signs are recommended.
- Multilane roads greater than 40 mph:

8"/6" post mounted and 12"/9" overhead. Agencies should decide whether to use these heights or use smaller heights through engineering judgment by December 2018.

- All other roads:
- 6"/4.5". There is an option to use 4"/3" for roads 25 mph or less. Agencies should decide whether to use these heights or use smaller heights through engineering judgment by January 2012.
- These dates do not require that existing signs have these letter heights by these dates. It just requires an agency to decide whether to use these recommendations or not.



# OTHER INFORMATION

Pictographs

Street name signs on conventional roads

SIGN HEIGHTS

should have 12" height.

- contain a route shield. Must be positioned to the left of the street name and cannot be larger than - May be used on street name signs that do not the height of the upper case letter
- Stop Signs
- Street name signs may be mounted directly above stop signs.



used to decrease the sign height but not to a

height lower than 8".

Documented engineering judgment may be conditions preclude the use of larger signs.

roadways and alleys and where physical

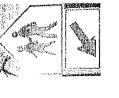
8" height may be used for low-speed











# SCHOOL ZONE LOCATIONS

- · Location of school zones should be established using engineering judgment based on where children are present.
- School zones should not be established based solely on the school property line.

# ILLINOIS STATUTES AND REGULATIONS SCHOOL ZONES

- 625 ILCS 11-605 applies to:
- (1) A public or private primary or secondary school.
  - (2) A religious primary or secondary school.
- (3) A public, private, or religious nursery school.
- May be established adjacent to school grounds or where children cross to and from school as part of an established school route.
  - The 20 mph school zone speed limit is in effect on school days between 7 am and 4 pm only when school children are present and so close to the road that they are a potential hazard to traffic.
    - Does not apply to areas of school property devoted to athletic or extracurricular activities.



# SCHOOL ZONE LOCATIONS (CONT.)



PROPERTY LINE

rural areas, where the school-owned

There are situations, primarily in

property is some distance from the

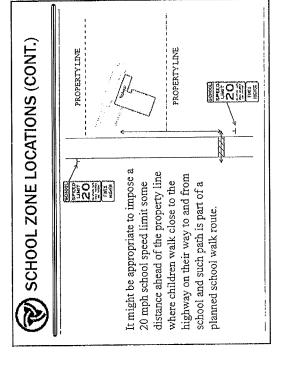
actual portion of the property

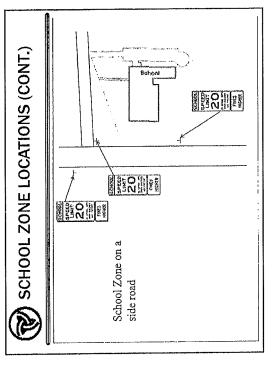
Establishing a 20 mph school speed would be inappropriate in this case. along that portion of the property. limit based on the property line

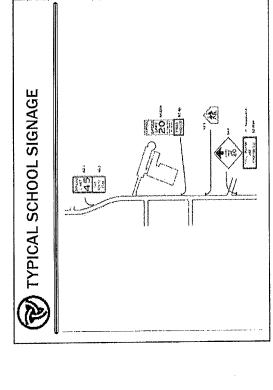
occupied by the school and there are

no children walking or present

PROPERTYLINE









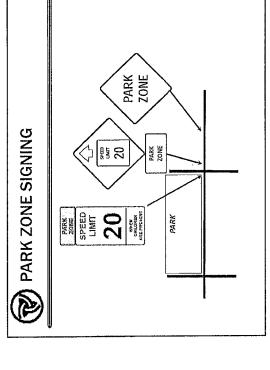
# NEW MUTCD REQUIREMENTS

- S1-1 School sign is required in advance of a reduced school speed zone.
- installed under the first school speed limit 20 A Fines Higher plaque is required to be mph sign.
- limit sign are required at the end of the school An End School Zone sign and standard speed zone.
- No compliance dates for these requirements.



# ILLINOIS STATUTES AND REGULATIONS – PARK ZONES

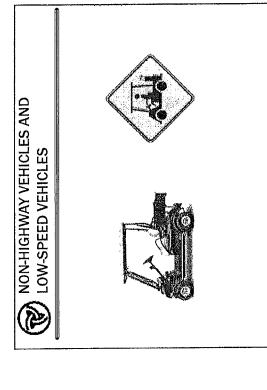
- 625 ILCS 1-605.3 allows local agencies through ordinance or resolution to establish 20 mph park zone speed limits along streets under their jurisdiction adjacent to a park zone.
- Park Zone speed limits may not be established on streets under IDOT jurisdiction.
- 20 mph park zone speed limit in effect when signed and any day when children are present and within 50 feet of motorized traffic.





# PARK ZONE SIGNING (CONT.)

- Local Agencies may establish and sign a Park Zone without establishing a park zone speed limit.
- Park Zone warning signs may be installed on State routes, but not park zone speed limits.
  - · IDOT may perform a speed study where a park zone is established to determine if a reduction in speed is necessary. This would establish a regulatory speed limit and not a park zone speed is:
- Ordinance or resolution may establish hours the park zone speed limit is in effect. These hours may be displayed on the park zone speed limit signs.





# NON-HIGHWAY VEHICLES

- 625 ILCS 11-1426.1 contains allowances for nonhighway vehicles:
  - (1) All-Terrain Vehicles
- (2) Golf Carts
- (3) Off-Highway Motorcycles
- (4) Recreational Off-Highway Vehicles
- Neighborhood vehicles are no longer a classification. Taken out in SB1641 July 14, 2011
- Non-Highway Vehicles are not allowed on public roads unless authorized by ordinance or resolution after determining that public safety is not jeopardized.



# NON-HIGHWAY VEHICLES (CONT.)

- If allowed, may only travel on roads with speed limits of 35 mph or less.
- Non-Highway Vehicles may only cross a State-jurisdiction road if it's speed limit is 35 mph or less and only at an intersection controlled by a traffic signal or all-way stop.
- Warning signs may be installed but are not required at locations where non-highway vehicles are allowed to operate.







# LOW-SPEED VEHICLES (CONT.)

- Municipalities may allow on 35 mph roads by ordinance or resolution. (Added in SB1641)
  - Low-Speed Vehicles may cross any street at an intersection where the street has a speed of 45 mph or
- Low-Speed Vehicles may only cross a street over 45 mph at an intersection controlled by a traffic signal or all-way
- USE PROHIBITED BY regulatory signs may be installed at locations where low-speed vehicles are prohibited. Lower Speed Vehicle warning signs may be installed as determined by engineering judgment.

public roads with speed limit of 30 mph or less.

Low-Speed Vehicles by law are allowed on

Ordinance or resolution is required to prohibit

low-speed vehicles.

Low-Speed Vehicles have max speed between

requirements and licensed by Sec. of State.

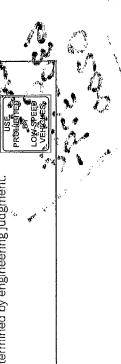
20 and 25 mph meeting certain safety

625 ILCS 11-1426.2 contains allowances for

low-speed vehicles.

LOW-SPEED VEHICLES





# Gerry Gorski

EXHIBIT 2

From:

Armstrong, Kyle D [Kyle.Armstrong@illinois.gov]

Sent:

Tuesday, June 12, 2012 9:29 AM

To: Subject:

Gerry Gorski all-way stop control

Mr. Gorski,

Below is text directly from the latest Manual on Uniform Traffic Control Devices regarding stop sign applications. I mentioned Section 2B.07, but I'm giving you some other sections as well that contain basic information about stop signs. Text that is in bold is a standard and would be considered a requirement. Text that is italicized is guidance and would be considered recommendations. The MUTCD can be found at the website http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf index.htm. Let me know if you have any further questions.

Thank you.

# Section 2B.04 Right-of-Way at Intersections

# Support:

of State or local laws written in accordance with the "Uniform Vehicle Code" (see Section 1A.11) establish the right-of-way rule at intersections having no regulatory traffic control signs such that the driver of a vehicle approaching an intersection must yield the right-of-way to any vehicle or pedestrian already in the intersection. When two vehicles approach an intersection from different streets or highways at approximately the same time, the right-of-way rule requires the driver of the vehicle on the left to yield the right-of-way to the vehicle on the right. The right-of-way can be modified at through streets or highways by placing YIELD (R1-2) signs (see Sections 2B.08 and 2B.09) or STOP (R1-1) signs (see Sections 2B.05 through 2B.07) on one or more approaches. Guidance:

- 02 Engineering judgment should be used to establish intersection control. The following factors should be considered:
- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience.
- 03 YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:
- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- B. A street entering a designated through highway or street; and/or
- C. An unsignalized intersection in a signalized area.
- 04 In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:
- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.
- 05 YIELD or STOP signs should not be used for speed control.

### Support:

- <sup>06</sup> Section 2B.07 contains provisions regarding the application of multi-way STOP control at an intersection. *Guidance:*
- of Once the decision has been made to control an intersection, the decision regarding the appropriate roadway

to control should be based on engineering judgment. In most cases, the roadway carrying the lowest volume of traffic should be controlled.

08 A YIELD or STOP sign should not be installed on the higher volume roadway unless justified by an engineering study.

### Support:

- <sup>09</sup> The following are considerations that might influence the decision regarding the appropriate roadway upon which to install a YIELD or STOP sign where two roadways with relatively equal volumes and/or characteristics intersect:
- A. Controlling the direction that conflicts the most with established pedestrian crossing activity or school walking routes;
- B. Controlling the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds; and
- C. Controlling the direction that has the best sight distance from a controlled position to observe conflicting traffic.

## Standard:

- 10 Because the potential for conflicting commands could create driver confusion, YIELD or STOP signs shall not be used in conjunction with any traffic control signal operation, except in the following cases:
- A. If the signal indication for an approach is a flashing red at all times;
- B. If a minor street or driveway is located within or adjacent to the area controlled by the traffic control signal, but does not require separate traffic signal control because an extremely low potential for conflict exists; or
- C. If a channelized turn lane is separated from the adjacent travel lanes by an island and the channelized turn lane is not controlled by a traffic control signal.
- 11 Except as provided in Section 2B.09, STOP signs and YIELD signs shall not be installed on different approaches to the same unsignalized intersection if those approaches conflict with or oppose each other.
  12 Portable or part-time STOP or YIELD signs shall not be used except for emergency and temporary traffic control zone purposes.
- 13 A portable or part-time (folding) STOP sign that is manually placed into view and manually removed from view shall not be used during a power outage to control a signalized approach unless the maintaining agency establishes that the signal indication that will first be displayed to that approach upon restoration of power is a flashing red signal indication and that the portable STOP sign will be manually removed from view prior to stop-and-go operation of the traffic control signal.

## Option:

<sup>14</sup> A portable or part-time (folding) STOP sign that is electrically or mechanically operated such that it only displays the STOP message during a power outage and ceases to display the STOP message upon restoration of power may be used during a power outage to control a signalized approach.

## Support:

15 Section 9B.03 contains provisions regarding the assignment of priority at a shared-use path/roadway intersection.

# Section 2B.05 STOP Sign (R1-1) and ALL WAY Plaque (R1-3P)

### Standard:

- 01 When it is determined that a full stop is always required on an approach to an intersection, a STOP (R1-1) sign (see Figure 2B-1) shall be used.
- 02 The STOP sign shall be an octagon with a white legend and border on a red background.
- 03 Secondary legends shall not be used on STOP sign faces.
- 04 At intersections where all approaches are controlled by STOP signs (see Section 2B.07), an ALL WAY supplemental plaque (R1-3P) shall be mounted below each STOP sign. The ALL WAY plaque (see Figure 2B-1) shall have a white legend and border on a red background.
- os The ALL WAY plaque shall only be used if all intersection approaches are controlled by STOP signs. Supplemental plaques with legends such as 2-WAY, 3-WAY, 4-WAY, or other numbers of ways shall not be used with STOP signs.

## Support:

or The use of the CROSS TRAFFIC DOES NOT STOP (W4-4P) plaque (and other plaques with variations of this word message) is described in Section 2C.59.

### Guidance:

08 Plaques with the appropriate alternative messages of TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP (W4-4aP) or ONCOMING TRAFFIC DOES NOT STOP (W4-4bP) should be used at intersections where STOP signs control all but one approach to the intersection, unless the only non-stopped approach is from a one-way street.

### Option:

<sup>09</sup> An EXCEPT RIGHT TURN (R1-10P) plaque (see Figure 2B-1) may be mounted below the STOP sign if an engineering study determines that a special combination of geometry and traffic volumes is present that makes it possible for right-turning traffic on the approach to be permitted to enter the intersection without stopping. Support:

10 The design and application of Stop Beacons are described in Section 4L.05.

# Section 2B.06 STOP Sign Applications

## Guidance:

- of At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).
- 02 The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:
- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway. Support:

03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

## Section 2B.07 Multi-Way Stop Applications

### Support:

- on Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
- 02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications. *Guidance:*
- 03 The decision to install multi-way stop control should be based on an engineering study.
- 04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:
- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
- 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
- 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
- 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

  Option:

05 Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Kyle D. Armstrong, P.E., P.T.O.E. Engineering and Standards Unit Chief **Bureau of Operations** 2300 S. Dirksen Parkway Springfield, IL 62764

Phone: 217/782-7414

E-Mail: Kyle.Armstrong@illinois.gov

Please consider the environment before printing this email

	EXHIBIT	
tabbles	3	



Following a comprehensive traffic study that reviewed 400 stop signs in GPW, it was determined that 38 of these signs located at 23 intersections do *not* meet the warrants and criteria in the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). As a result of this study, a follow-up program has been developed to systematically remove stop signs, particularly multi-way stop signs, that are not compliant with the MMUTCD mandates.

#### F.A.Q. ABOUT STOP SIGNS

#### What is the "Michigan Manual of Uniform Traffic Control Devices"?

The *Michigan Manual* is an adaptation of a *Federal Manual* which regulates all traffic control devices in each state. The purpose for this is to ensure that every such device in Michigan has standardized designs, sizes, color schemes, verbiage and lettering throughout the state. The *Manual* defines a traffic control device as:

"....all signs, signals, pavement markings and other devices used to regulate, warn or guide traffic, placed on, over, or adjacent to a street, highway pedestrian facility or bikeway by authority of a public agency having jurisdiction"

Michigan adopted the Federal Manual in 2005, along with the *Michigan Supplement* which addresses items in our Michigan Motor Vehicle Code that conflict with the 2003 Federal MUTCD, as well as special items that are unique to Michigan.

#### Why is Grosse Pointe Woods and other cities removing stop signs?

A 2005 Michigan Department of Transportation directive is requiring that all traffic control devices in Michigan must be brought into compliance with the "Michigan Manual of Uniform Traffic Control Devices" (MMUTCD). The D.O.T. mandate reads in part:

"....Unless a particular traffic control device is damaged, non-compliant devices on existing highways and bikeways shall be brought into compliance with the current edition of the MMUTCD as part of the systematic upgrading of substandard traffic control devices (and installation of new required traffic control devices) required pursuant to the Highway Safety Program, 23 U.S.C.§ 402(a)...."

#### Without a stop sign, won't drivers be more likely to speed?

The primary purpose for stop signs is to assign the right-of-way to vehicles at intersections in order to reduce conflicts and crashes. Dozens of studies reveal that stop signs are largely ineffective in slowing down drivers or reducing traffic. In fact, the *MMUTCD* clearly states that: "Stop signs SHALL NOT be used for speed control"!

In many cases, speeds are actually *higher* between so-called "nuisance" stop signs and once the signs are removed, average speeds may decrease. If you were to actually sit and observe several driver's actions at a particular stop sign, you'll notice that once a vehicle stops (or at least slows down) the

driver will accelerate and continue down the street at whatever speed they select. Simply stated; The only area where stop signs actually slow down traffic is the area within about 150 feet of the stop sign, which does not benefit entire blocks or neighborhoods.

For more comprehensive information about these studies, please read W. Martin Brethertons's traffic study titled: "Multi-way Stops—"The Research Shows the MUTCD is Correct!" at http://www.ite.org/traffic/documents/aha99b49.pdf

#### What are the state and federal requirements for a stop sign?

According to the MMUTCD, stop signs should be used if engineering judgment indicates one or more of the following conditions exist:

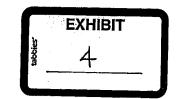
- A. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- B. Street entering a through highway or street;
- C. Un-signalized intersection in a signalized area; and/or
- D. High speeds, restricted view, or crash records indicate a need for control by the stop sign.

#### What are the advantages to removing unwarranted stop signs?

Unnecessary stop signs have a negative impact on roadways, intersections, and neighborhoods. There are several advantages to removing unwarranted stop signs:

- 1. Reduced automobile emissions and pollution from stopping and idling;
- 2. Decreased fuel consumption;
- 3. Frequently reduces the 85<sup>th</sup> percentile speeds (average speeds of 85% of drivers);
- 4. Reduction of noise from brakes and accelerating vehicles;
- 5. Increased pedestrian & bicycle safety (eliminates the false sense of security);
- 6. Reduced angle and rear end crashes;
- 7. In many cases, traffic flows may improve;
- 8. Reduced driver frustration;
- 9. Reduced citizen complaints about drivers who frequently disregard stop signs;
- 10. Reduced potential for municipal liability at non-compliant intersections.

If you have any questions, concerns, or suggestions, please contact Officer Beghin at the Grosse Pointe Woods Traffic Safety Division at 313-343-2416 or <a href="mailto:sbeghin@gpwmi.us">sbeghin@gpwmi.us</a>.



### 

# STOP SIGNS Why can t we have a STOP sign or a 4-way STOP to reduce Collisions & Speeds?

Many people believe that installing STOP signs on all approaches to an intersection will result in fewer collisions. This is not always the case however. Although the crash severity may be lessened, drivers are penalized by the additional delay and higher vehicle operating costs (fuel, brakes, etc.) There is no real evidence to indicate that STOP signs decrease the speed of traffic. Impatient drivers view the additional delay caused by unwarranted STOP signs as "lost time" to be made up by driving at higher speeds between STOP signs. Unwarranted STOP signs breed disrespect by motorists who tend to ignore them or slow down without stopping. This can sometimes lead to tragic consequences.

#### What are the official guidelines?

The Revised Code of Washington (RCW or Washington State Law) requires us to follow the national guidelines outlined in the "Manual on Uniform Traffic Control Devices" (MUTCD) in determining the use of traffic control devices. This includes the use of a STOP sign or the use of an all-way (4-way) stop control at an intersection.

#### When are STOP signs used?

The literal message of a STOP sign is clear and uncomplicated. The intent behind a STOP sign is to assign and control right-of-way. STOP signs are considered at locations where the prevailing traffic volumes and reported collision history make assignment of right-of-way desirable. As simple as that may appear on the surface, the decision to install these signs requires careful consideration of engineering criteria.

#### What are the specific criteria for installing STOP signs?

To determine whether or not a STOP sign would be the best and most appropriate measure of traffic control, traffic engineers analyze the various characteristics of an intersection. Some of the questions they ask themselves include:

Is this an intersection of minor road with a main road where application of the normal right-ofway rule (e.g. yield to the right) is unduly hazardous?

Is this an intersection where a street enters an arterial (major) street?

Is this an intersection where a combination of speed, restricted view and reported collision history indicates a need for control by the stop sign?

What are the specific criteria for installing all-way stops?

In order to consider the installation of a all-way stop, the MUTCD requires that the following should be satisfied:

- ? 
  ☐☐ There must be five or more reported collisions of a type correctable by an all-way stop within the latest 12 month period, or
- ? \( \subseteq \subseteq \subseteq \) The combined vehicular, pedestrian, and bicycle volumes for the major street must average 300 units per hour and the minor street must average 200 units per hour for the same 8 hours.
- ?□□□ All-way stop control should not to be used for speed control.

#### What are the drawbacks to these signs?

National and State guidelines dictate that STOP signs should not be used to reduce speeding problems. When misused, the stop sign can create an inconvenient, and even dangerous, situation for motorists and pedestrians. Drivers are more likely to intentionally violate unwarranted signs.

Research has shown that unwarranted STOP signs and STOP signs that have been used for speed control, do not have the effect desired. Speeds between the STOP signs increase as drivers try to make up for lost time. Drivers tend to roll through the unwarranted STOP signs with higher frequency (over 50%). Traffic collisions at unwarranted STOP controlled intersection are often higher than when the intersection was uncontrolled or two-way STOP controlled. There is also an increase in noise and air pollution levels to nearby residents as the result of vehicles braking and accelerating.

STOP signs cannot be viewed as a cure-all for solving all safety problems, but, when properly located, they can be useful traffic control devices to enhance safety for all roadway users.

#### What other measures could be available?

When a request for a STOP sign is received, many times the resulting review shows that there are other traffic control measures which may be available to address the concerns. Improving intersection visibility and sight distance or using less restrictive signing can make installation of STOP signs unnecessary.

The MUTCD outlines a set of warrants or standards against which all intersections can be evaluated. By applying consistent criteria to all intersections, we are able to insure uniformity of sign placement. Maintaining uniformity helps to preserve the expectation of drivers that all STOP signs are important and should command their attention and respect.

If you have any questions about Stop Signs, please contact the City of Spokane, Traffic Operations Division at (509) 232-8800.



HOME

This site will be updated as further information is developed and formatted for online access.

The information contained on these pages is compiled from various sources and is subject to constant revision. ☐ This material should be used for informational purposes only. ☐ Please refer to the <u>Citizens Reference Guide</u> or contact the street department directly for further information.

Please send any questions or concerns for the street department to:

Spokane Streets

To contact the Street Department, call (509) 232-8800 during normal working hours.

If you are in need of after hour assistance please contact us at (509) 625-7733.

or send correspondence to: City of Spokane Street Department 901 N Nelson St. Spokane WA 99202-3769

Any Questions or Suggestions on this web page please email us at: <a href="mailto:info@spokanestreets.org">info@spokanestreets.org</a>

## Memo

Date: 6/13/2012

To: Chief Lamkin

From: Officer R. Clark #321

CC: Cmdr. E. Mahan, D.C. Kintz, Traffic file

Re: State St. at 7<sup>th</sup> St., All way stop request

I was requested to review warrants for possible placement of a 4-way stop at the intersection of State Street and North 7<sup>th</sup> Street. Currently, there is a two-way stop, where both northbound and southbound 7<sup>th</sup> Street are required to stop at State Street. The following is the results and recommendations based upon warrants as set forth by the Manual of Uniform Traffic Control Devices. The "MUTCD" is the US Department of Transportations' standards that we have adopted as a city.

#### Warrant Overview:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.

#### C. Minimum volumes:

- The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours on an average day and
- 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approach (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
- 3. If the 85<sup>th</sup>-percentile approach speed of the major-street traffic exceeds 40mph, the minimum vehicular volume warrants are 70 percent of the above values.
- D. Where no single criterion is satisfied, but where criteria B, C.1, and C.2 are all satisfied to percent of the minimum values. Criterion C.3 is excluded from this condition.

#### Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

#### State Street at North 7<sup>th</sup> Street

- E. Warrant A- **Warrant not met**. There are no plans for a traffic control signals along this roadway.
- F. Warrant B- **Warrant not met**. In the previous three (3) years, there was not one crash in the intersection. There have been four (4) near the intersection, but they were all a result of vehicle widths and turning; ie- school buses. None of the four in three years were a result of or within the intersection.
- G. Warrant C, 1 through 3 **Warrants not met**. There was an average of 823 vehicles per lane, per day, on State Street. For a 1 week period, the 600 and 700 blocks of State Street averaged 1,647 vehicles for both eastbound and westbound combined. Pedestrian volume is not high enough to warrant a multi-way stop. The 85<sup>th</sup> percentile speeds were 31.50 mph for eastbound traffic. For westbound, the 85<sup>th</sup> percentile speed was 30.22 mph.
- H. Warrant D- Warrant not met. None of the above stated options of this warrant are met.

**Recommendation** – Keep the roadway as it currently is. None of the warrants for an all way stop are met for the intersection. It should be noted, a new study will be required if the proposed development of Lexington Club gets built.

Respectfully,

## Memo

Date: 6/13/2012

To: Chief Lamkin

From: Officer R. Clark #321

CC: Cmdr. E. Mahan, D.C. Kintz, Traffic file

Re: 6<sup>th</sup> St. and State St. crash in relation to 7<sup>th</sup> St. and State St. warrant study

On June 8<sup>th</sup> 2012, at 1220Hrs., our Officers responded to the intersection of North 6<sup>th</sup> Street and State Street for a report of a crash involving two vehicles. One of the vehicles was lying on its passenger side. I responded to the scene to assist with the investigation. The following is a summary of the investigation and my conclusion in how this crash relates to the previous warrant study that was conducted for the intersection on North 7<sup>th</sup> Street and State Street.

The "at fault" driver of Unit 1 was traveling westbound on State St. approaching N. 6<sup>th</sup> St. There is a two way stop at this intersection. State Street must stop while N. 6<sup>th</sup> Street does not have any traffic controls. Unit 1 is a blue 2006 Hummer H3 driven by a female born in 1958.

Unit 2 is traveling southbound on N. 6<sup>th</sup> Street, approaching the intersection with State Street. Unit 2 does not have any traffic controls. Unit 2 is a white 2011 Ford Ranger. Unit 2 is owned by "Napa Auto" in St. Charles, and being operated by a male driver born in 1955. This vehicle is equipped with a large decorative baseball style hat that is located on top of the drivers cab.

The driver of Unit 1 stated she came up to the intersection and stopped. She stated she looked to the right, then the left, and proceeded into the intersection. At that time she struck the driver's side door of unit 2 and pushed it westbound through the intersection. The force of the collision caused unit 2 to be pushed over onto the passenger side. Unit 2 was then pinned against a pole located at the southwest corner of the intersection. The front bumper and passenger side wheel well of unit 1 was lodged within the undercarriage of unit 2. The towing company was able to manually drive unit 1 out of the undercarriage of unit 2. Unit 2 was then overturned back onto the road. Neither party involved sustained any serious injuries. The driver of unit 2 was checked out by St. Charles Paramedics but signed a release at the scene. The driver of Unit 1 was cited for 11-901, or Failure to Yield-Intersection.

Through conversation I learned the driver of unit 1 had recently moved to California. She recently had lived in St. Charles and was familiar with this intersection and had traveled it before. The driver regretted not looking twice before pulling into the intersection and stated she usually does. I personally checked potential sight line issues prior to leaving the scene. This was the Friday of the annual "River Fest", and there were more parked cars than usual near this intersection. On the east side of N. 6<sup>th</sup> Street and north of State Street all on street parking was full. All vehicles were legally parked. However; it is my assessment that if the driver of unit 1 had come to a complete stop and looked both ways before *slowly* proceeding into the intersection, she would have seen unit 2 approaching. I also conclude that the driver of Unit 1 was traveling at a high enough speed from the stop sign to force unit 2 to be pushed over and into the pole on the southwest side of the intersection.

This crash is in no way associated with the intersection of State Street and N. 7<sup>th</sup> Street. Unit 1 was traveling westbound from the 500 block of State Street, and unit 2 was traveling southbound on N. 6<sup>th</sup> Street from the 300 block. I also reviewed data from 2009 through 2011. I am unable to locate any other crashes that have occurred within this intersection.

Respectfully,

TSO Rich Clark #321

		AGENDA I	TEM E	XECU	TIVE SUMN	MARY	
	Title:	Recommendation to Approve Street and Parking Lot Closures for the Fox Valley Marathon					
Presenter: Chief Lamkin June 2012							
Please check approp	riate box:						
Government			X	Gove	ernment Serv	ices 6.25.2012	
Planning & I	Development			City Council			
Public Hearin							
]	PD: \$3142.72 EMA: \$213.28 PW: \$2,543.40 FD: \$1,480		Budg	geted:	YES	NO	X
If NO, please explain	FOTAL: \$7,379						
11 NO, picase explain	II IIO W Itelli Will	oc ranaca.					***************************************
All city costs are to l	be paid by the e	vent sponsor.					
Executive Summar	y:			<del></del>			
See the attached men	no						
Attachments: (pleas	se list)					All Marines	
Memo; documents f	rom Race Direc	tor Dave Sheble					
Recommendation /	Suggested Act	ion (briefly expla	in):				
The Police Departm	ent recommend	s approval.					

Agenda Item Number: 4.b

For office use only:

## Memo

Date: June 8, 2012

To: Government Services Committee

From: Chief Lamkin

CC:

**Re:** Fox Valley Marathon

The third annual Fox Valley Marathon is proposed for September 16, 2012. The layout and route will be similar to the 2011 event. The race will stage on 1<sup>st</sup> Street at 7 a.m., proceed south to Route 31, and out of the city limits into Geneva. The route then returns to St. Charles along Riverside Avenue, finishing on the west side of the Illinois Street bridge.

Requested closures, which have proven effective the past two years, include:

- Parking lot at the southwest corner of Illinois/1<sup>st</sup> Street on Saturday, September 15, 2012 at noon, through the end of the event on Sunday, September 16, 2012 in the afternoon.
- 1<sup>st</sup> Street on Sunday, September 16, 2012 at 5 a.m. from the entrance to the parking deck south to Geneva Road (Illinois Route 31) until completion of the event or as soon as it can be safely opened without causing an unsafe situation during the event.
- Illinois Street bridge on Sunday, September 16, 2012 from 5 a.m. until the end of the event from Riverside Avenue to 2<sup>nd</sup> Street.
- Illinois Route 31 and Illinois Route 25 will be reduced to one lane for vehicle traffic during the times when runners are present on those roadways.

2012 Fox Valley Marathon June 8, 2012 Page 2 of 2

Due to the growth of this race, the following changes are requested for this year's race:

- Move the CASA Fox Valley Kids Marathon to Saturday, September 15 at 6 p.m. instead of Sunday morning with the majority of the route in Mount St. Mary's Park.
- Close Prairie Street from 5:55 p.m. 6:15 p.m. on Saturday, September 15 to allow for the kids marathon.
- Close 1<sup>st</sup> Street from Illinois Street to Indiana Street from 7 a.m. Saturday, September 15 thru 4 p.m. on Sunday, September 16 to allow for the increased number of runners both days and to better prepare for the start and finish lines.

The event sponsors are also requesting the use of an amplification system (PA) on Illinois Street at the start and finish lines for the duration of the events on Saturday, September 15 from 5:30 p.m. - 7 p.m. and Sunday, September 16, 2012 from 6:15 a.m. - 1:30 p.m.

The sponsors will ensure advance notification and promotion is done in the downtown area, with special emphasis on any business directly along the closure route.

The Police Department recommends approval.

JEL/skc

753575

2012 Fox Valley Marathon September 16, 2012





#### City Of St. Charles Proposed Plan

#### Introduction

Now in our third year the Fox Valley Marathon has become the largest single day sports event in the Fox Valley area. With the help of sponsors, communities, local business, press, staff, and volunteers, we were able to meet our goals of providing a high quality event for runners while showcasing our host communities and promoting local businesses and charities. Preparation for this year's Fox Valley Marathon Races is well under way. We anticipate an 80% increase in registered runners for 2012.

Our overall goals continue to be:

- Further promoting health and fitness in the Fox Valley communities.
- Providing an intimate, accessible, affordable opportunity for many area runners to complete what has become a lifelong goal.
- Introducing runners throughout Chicagoland to the unique running opportunities that the Fox Valley offers.
- Showcasing the Fox Valley area to thousands of participants and spectators all year long.
- Involving and supporting area charities in the event
- Helping grow the events over time to increase all of the above

#### **Event Overview**

2012 will be the Fox Valley Marathon Races' third year and will build on the tremendous growth trajectory the first two years have created. The event consists of three simultaneous races:

- Fox Valley Half Marathon (13.1 miles)
- Fall Final 20™ (20 miles)
- Advocate Dreyer Fox Valley Marathon (26.2 miles)

The three races offer a variety of distances for any participant interested in endurance running. In fact we believe we are the only event in the US offering all three distances in one event. All races start and finish in downtown St. Charles and take runners through the towns of Geneva, Batavia, North Aurora and Aurora, highlighting their respective park districts, the Fox River Trail, and Kane County Forest Preserves.

The Half Marathon is an event achievable by all runners. It is a logical step up from a fitness program that includes any running, has the appeal of immediate recognition, and is an impressive goal for beginning runners to work toward. A runner can complete many halves within a single year, and its popularity is booming. Pairing the event with a marathon gives the Fox Valley Half a unique appeal among the spring and fall halves throughout the area,







particularly as a natural choice for runners with longer term dreams of someday completing a full marathon.

The Fall Final 20 is an innovative event that was sparked by our proximity to the Chicago Marathon and its 45,000 runners. Our races are timed so the 20 fits directly into Chicago training schedules, and we offer runners the first (and still the only?) 20 mile 'marathon dress rehearsal' in the country, complete with marathon race atmosphere, full aid stations, pace groups, shirts, and finisher medals.

And the Marathon is, of course, our signature event. The standard among endurance race distances. The ultimate challenge for most runners. And the one that gets the lion's share of the press. The sport of marathoning has exploded in the US and in particular the past 7 years. Each year has set new participant and finisher records. The increase in 2009 alone was 2 ½ times the increase of 2008 with over 465,000 finishers nationwide. Marathons continue to sell out in record time coast to coast. Chicago recently sold out their 45,000 entries in a record 6 days.

The Fox Valley Marathon, with an ideal setting, timing, and geographic location, is poised to become the premier running event in Chicago's western suburbs. And while it won't grow to the size of the mega-races, it has become big enough to become well known nationwide as a great destination marathon with all the big race amenities, small race hospitality, and a beautiful, fast, friendly course.

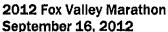
- Fall marathons are preferable because the majority of training avoids winter weather
- The Chicago Marathon is the 6<sup>th</sup> largest race of any distance in the US (45,000 entries)
- Our unique Fall Final 20<sup>™</sup> is perfectly timed for those training for Chicago.
- The cost of participating in the Fox Valley Marathon is 35-50% less than Chicago.
- Participants have a singular opportunity to train all summer on the actual race course.
- The #1 factor in event participation is convenient location (RunningUSA 2009 survey).

#### First Two Year's Highlights

Combined highlights of the Fox Valley Races first two years include:

- Selling out all 3 races each year, in 2011 in 4 ½ months.
- Bringing 3,300 total runners from 37 states coast to coast as well as Japan, Canada and Europe to the Fox Valley area.
- Generated over \$46,000 in direct donations to local charities through our Charity Partner Program
- Becoming a top 30 Boston Marathon Qualifying race in North Americal (based on percentage of qualifiers vs all finishers at the time of the race)
- Averaging 24% of our finishers achieved their lifelong goal as first time marathoners
- Introducing a new race (Fall Final 20) believed to be the first of its kind in the US to be timed and designed to accommodate runners training for other fall marathons in a fully supported, complete race experience.









- Selected by Chicago Athlete Magazine as a Midwest Top 25 Marathon, one of only 3 in Illinois!
- Creation of the Fox Valley Kids Marathon in 2011. Kids who participate agree to run/walk 1 mile a week leading up to race weekend for a total of 25 miles. On race weekend they complete their marathon by run/walking their final 1.2 miles crossing the same start and finish lines as the FVM Races the next day. Successful finishers receive a beautiful medal commemorating their achievement as well as other great Items from us.

#### **3rd Year Growth**

The FVMR race committee is well into planning the 2012 event where we expect to host 2,900 runners. Registration is currently running about 80% over 2011 with runners registered from states coast to coast, Canada and even Brazil as of this application! Runner feedback continues to be incorporated into the 2012 planning,

The races have become a huge hit in the running community at the national level. Runners rave about the area, the friendly volunteers, beautiful fast shaded course, great host communities and the overall race organization. Through continued planning, innovation, community involvement and hard work we intend to keep building on the success that everyone in the Fox Valley benefits from.

#### 2012 Overall Goals

- Grow the CASA Kane County Fox Valley Kids Marathon to 500 participants
- Grow the Fox Valley Marathon Races to 2,900 participants
- Continue to enhance our Weather Flex™ option.
  - O Another Fox Valley Marathon innovation, Weather Flex™ allows runners who sign up for it to choose their race at packet pickup. This option I first introduced by us last year is a huge hit with our runners and we are adding the half marathon to it this year.
- Continued growth of our Charity Partner Program
  - in 2011 we were able to generate nearly \$35,000 for the 8 local charities in our Charity Partner Program (Tri Cities Family Services, CASA, Lazarus House, Northern Illinois Food Bank, Day One Advocates, Literacy Advocates, Hesod House and Mooseheart).

0

 Continue to bring runners to the area all summer as they train on the course they will run race day







- Continue to promote community health and fitness
- Continue to showcase and promote the Fox Valley cities, park districts and local businesses to the world.

#### RACE WEEKEND PLAN FOR ST. CHARLES

As the events continue to grow we too continue to enhance and improve our logistics, planning and race events to provide the best runner and community experience possible. We are constantly factoring in runner, local business, community and life safety input in our growth plans each year.

#### **LOGISTICAL CHANGES REQUESTED FOR 2012**

- Moving the CASA Fox Valley Kids Marathon from Sunday morning to Saturday September 15<sup>th</sup> at 6pm. Moving the event to Saturday evening will allow us to increase the number of participants, let's parents who will run the main races on Sunday to see their kids in their own event. It also will bring over 1,000 people to the downtown area that evening which is great for the area and local businesses.
- To accommodate the Saturday kids marathon we are requesting the closing of Prairie Street on Saturday September 15<sup>th</sup> from 5:55pm to 6:15pm (approximately 20 minutes). A start and finish schematic is enclosed with this application.
- To better handle the increased number of runners Saturday and Sunday and to better prepare the race start/finish lines and race village we are requesting the closing of 1<sup>st</sup> Street from Illinois to Indiana Street from Saturday September 15<sup>th</sup> 7am to Sunday September 16<sup>th</sup> 4pm

Please refer to the attached schematic maps for St. Charles as well as the overall route maps for each of the races.

CASA KANE COUNTY FOX VALLEY KIDS MARATHON

253855

2012 Fox Valley Marathon September 16, 2012





#### SATURDAY SEPTEMBER 15' 2012

#### Race overview.

Start/Finish Schematics and Course Overview attached

Runners will assemble on 1<sup>st</sup> Street between Illinois and Indiana where the Start/Finish lines will be. The race will start at 6pm and the total distance is approximately 1.2 miles. Runners will proceed south on 1<sup>st</sup> street, cross Prairie and enter Mount St. Mary's Park. Once all the runners have entered Mount St. Mary's Park Prairie St. can be reopened and the total time for the road closure is estimated at 20 minutes total.

Once in Mount St Mary's Park runners will circle the park counter clockwise on the path and will exit the park on the east side on the path under Prairie. Runners will continue north on the path, then west on Indiana and north on 1<sup>st</sup> to the finish. We will close only a portion of the 1<sup>st</sup> /Indiana intersection to allow traffic in and out of the Blue Goose. We will be able to open that intersection completely by 6:45pm. Once runners have finished they will stay in the race village area, no other closures are necessary.

#### Race Start/Finish Window

Expected finishers: 500

Start Time 6:00pm

Finish time window: 6:10pm to 6:45pm

SUNDAY SEPTEMBER 16, 2012
ADVOCATE DREYER FOX VALLEY MARTHON
FALL FINAL 20™
FOX VALLEY HALF MARATHON

#### Race Overview

We plan on assembling and starting the runners on 1<sup>st</sup> Street wrapping around Illinois street to the east. Runners start together no matter what race they are participating in. The race will start at 7am on First Street and proceed south on Rte 31 to Geneva where we will put the runners on the park district path. They runners will continue south through the Tri-Cities reversing their way back depending on the distance they are scheduled to complete. All races finish in St. Charles. The finish line will be on the west side of Illinois Street just over the bridge.



2012 Fox Valley Marathon September 16, 2012





#### Race Start/Finish Windows

1/2 Marathon.

**Expected finishers:** 800

Finish time window: 8:05am to 10:30am

Final Fall 20™

Expected finishers:

500

Finish time window: 8:45am to 12:00pm

Advocate Dreyer Fox Valley Marathon

Expected finishers:

1500

Finish time window: 9:20am to 1:30pm

Finish line official timing closes at 1:30pm

#### **Event start and pacing**

The race will begin in downtown St. Charles on 1st Street at 7:00am. There will be approximately 2,000 runners who will be started in waves about 30 seconds to 1 minute apart. The fastest runners will run approximately 5 minutes per mile and the slowest will be capped at 15 minutes per mile. Anyone running or walking slower than 15 minutes per mile will be required to follow all traffic signals and stay off public roadways but can still complete the race if under our finish line cutoff of 1:30pm.

#### Pre-Race Expo

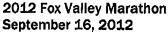
All runners will be required to attend a pre-race Expo to pick up their packets. This will be open Friday and Saturday (9/14 & 9/15) and will again be at the Baker Community Center in St. Charles. The packet contains their race credentials, timing chip, an event manual and last minute changes as well as numerous give-aways from local businesses and charities. The Expo also is an opportunity for sponsors and local organizations to exhibit themselves to the runners.

During the months preceding the marathon runners will be constantly exposed to the various sponsors in the the Tri-Cities area as well as hotel and restaurant information through the visitors centers.

#### **Pre-Race Setup**

SEE ATTACHED START SCHEMATIC MAP.









Since the event takes place primarily in St Charles setup will have to be on Saturday for the Village as well as bringing in the porta-johns, start/finish barricades and signage. Setup will commence at 7am on Saturday and will again use the city parking lot adjacent to 1<sup>st</sup> Street between Illinois and Indiana. We will also close 1<sup>st</sup> Street between Illinois and Indiana at that time. We will again provide security to watch over it over night. No other streets will need to be closed Saturday.

We will finish our setup early Sunday morning beginning around 5am. Since the bulk of the work will have been completed Saturday we anticipate noise to not be an issue that morning. Most runners will begin arriving from 5:30am on and will be directed to parking in the garage and lots to the west and north. For all phases of the event runners will have already been instructed where to go and what to do well in advance of race morning.

We will have a PA system along 1<sup>st</sup> Street and facing the Illinois Street Bridge to make announcements to the runners and to start the race. We anticipate again placing the announcer and their equipment adjacent to 1<sup>st</sup> and Indiana and moving it to 1<sup>st</sup> and Illinois near the finish right after the start.

#### **Race Start**

#### SEE ATTACHED START SCHEMATIC MAP

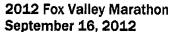
Beginning around 6:45am we will assemble the runners on 1<sup>st</sup> Street facing south. We will keep the runners north of Indiana St before the race to allow ingress/egress for the townhomes to the east. The race start will put the runners immediately on the southbound lane of Rte 31 which will be closed to the public until the runners leave St. Charles. The City Of Geneva will take over route control on RTE 31 at the city limits. The northbound lane will be open to allow residents along the river ingress/egress. The start will last approximately 8-10 minutes and will require crossing/closing Prairie at 1st Street for that time.

East side road closings are also indicated on the RT 25/31 schematic map also attached. We will close Prairie street east of 1<sup>st</sup> to RT 25, RT25 north to Illinois. As also discussed with the St. Charles Police Department we will cone a single file lane on RT 25 with police traffic control to connect the path just south of Langum Park. This will allow continued two-way traffic on RT 25 during the race while allowing the race to continue.

#### Race Finish

SEE ATTACHED FINISH SCHEMATIC









We propose closing 25 just south of Prairie per the diagram. The runners will head north on 25, make a left on Illinois, cross the bridge to the finish line. The spectators and runners will have unparalleled views through the entire finish area up the river and across the bridge.

immediately at the finish line they will be observed by medical personnel and in the rare event it is decided by them that they require treatment they will be moved quickly to our medical tent at Illinois & 1<sup>st</sup>. This location will also allow easy access for any emergency medical vehicles and it is on the outside perimeter of the event. We will again have an ambulance and associated paramedics at the finish line to support our main medical tent.

New this year will be barricades that keep the public from the runners from the final 75 yards, through the finish line, medical and foot tent. The public will be allowed access to the runners once they exit the food tent. This change is being implemented for runner safety as well as better control of our post race logistics and is in line with traditional endurance race policies at other races.

The runners will be given their finishing medals, water, Gatorade and moved along 1<sup>st</sup> Street south towards the Marathon Village. There they will be given recovery food (bagels, bananas, energy bars etc) and can then recover and re-unite with their friends and family. The Village location is ideal as they will be riverside with great views of St. Charles, can see the race continuing on the other side and can access the east side via the pedestrian bridge there.

#### Post Race

The finish line will officially close at 1:30pm. Runners not across at that time can still continue but must walk and observe all traffic signals and road crossings on their own.

We will commence break down and clean up starting with the closing of the finish line area. It is important to note that all of our volunteer groups in every area will be responsible for on-going cleanup at their respective areas.

Our breakdown of tents/barricades, pickup of Porta-johns etc is expected to be finished by that late afternoon and we will be able to open the remaining streets (as indicated on the maps) by 5pm for the core area.



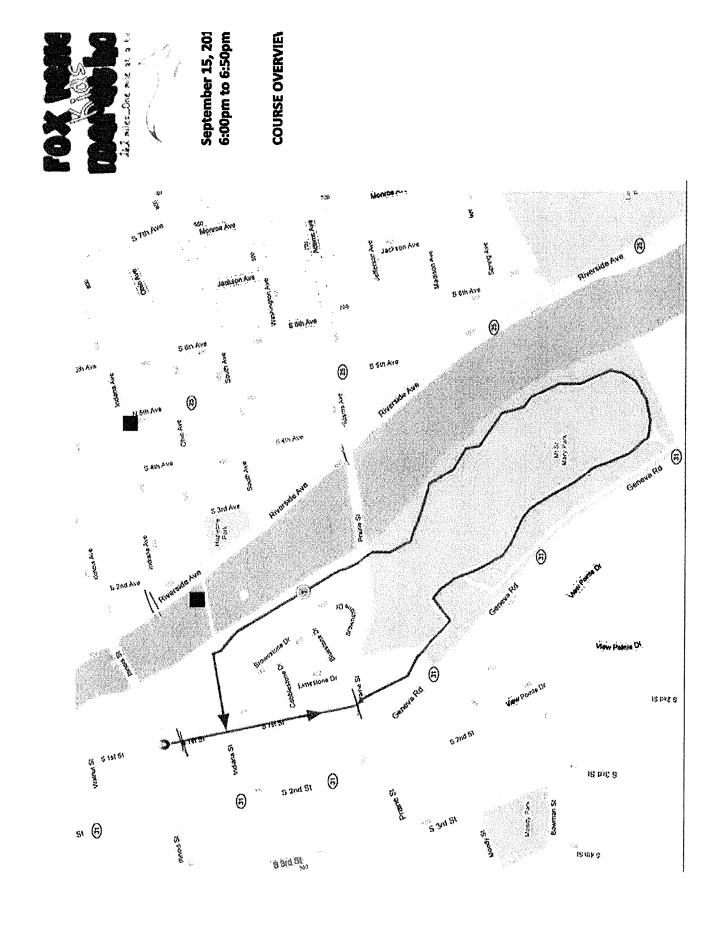


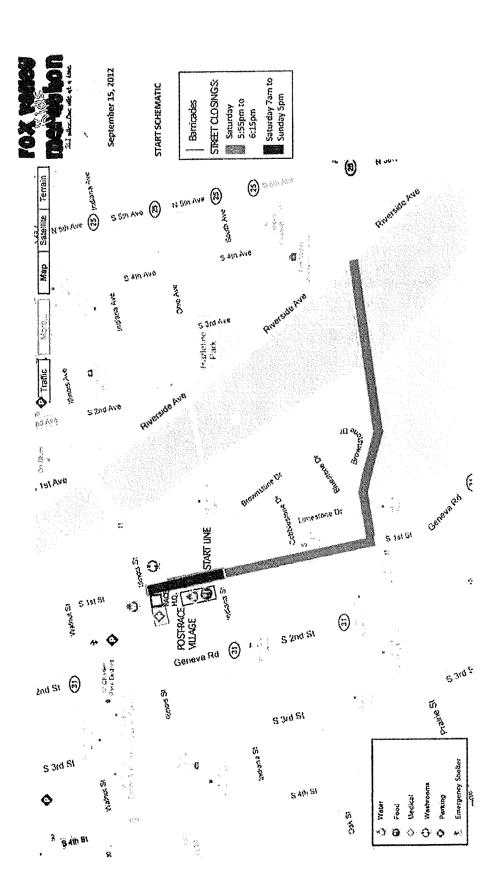


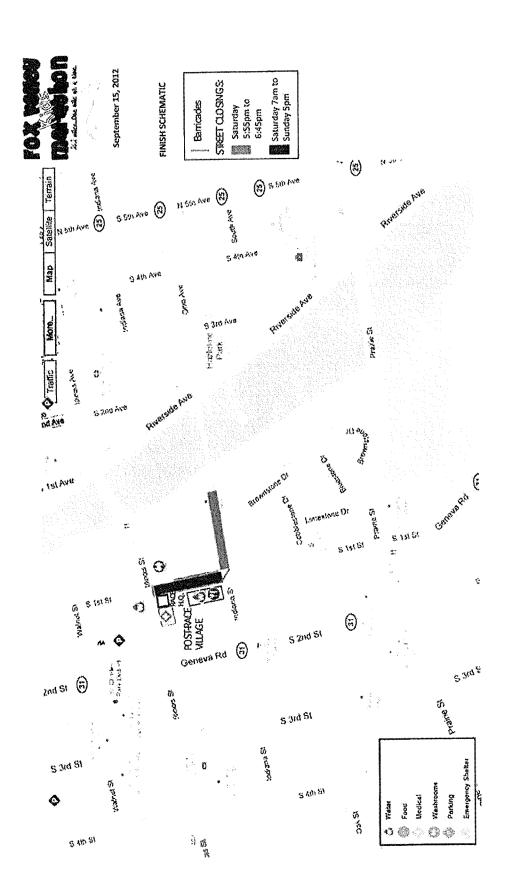
#### **MEDICAL AND EMERGENCY**

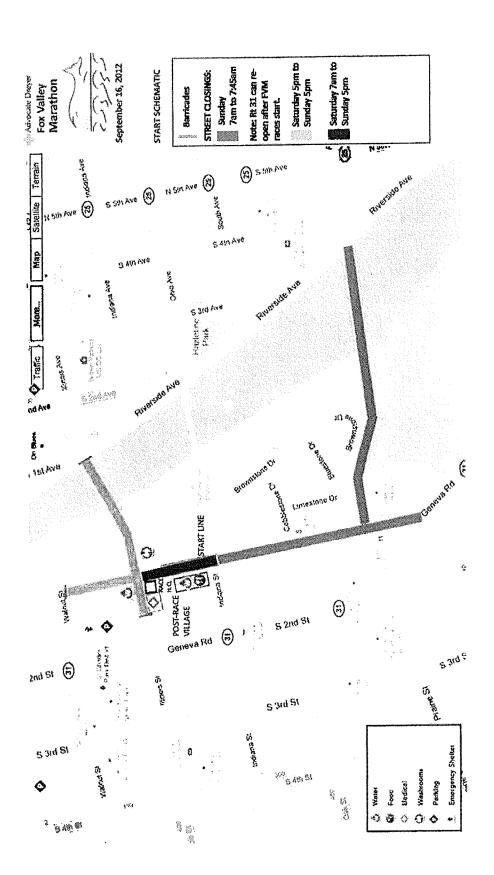
Participant and community safety is the highest priority for us. Our Medical Director Dr. Jodi Pelegrin has over 10 years experience in both the Chicago Marathon and Twin Cities Marathon. Working together with the EMS

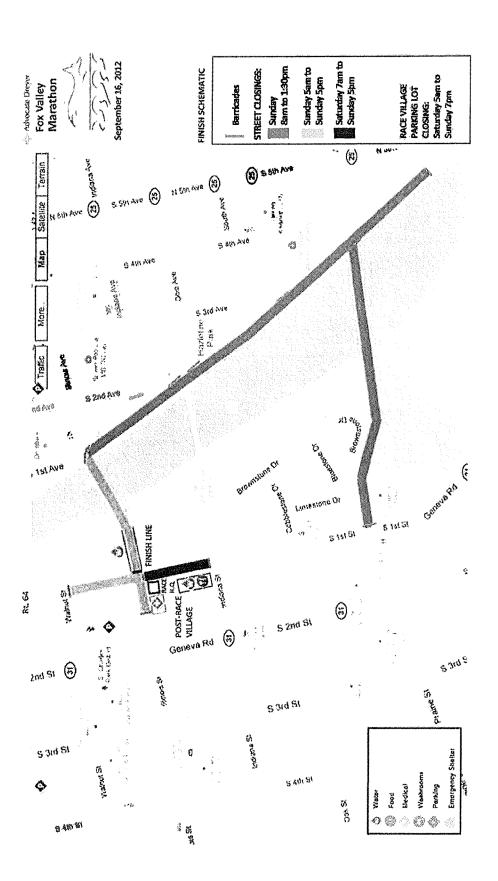
- We will have emergency medical personnel and equipment on call from within each city with pre-coordinated access to the full race route in each jurisdiction.
- Each aid station (17) will be staffed with qualified medical personnel.
- A dedicated coordinated communications system will again be in place along the entire race route with separate channels for Medical, Logistics
- Each runner will have to sign an event waiver upon registration
- Each runner will have been well briefed on the course and event specific rules for safety.

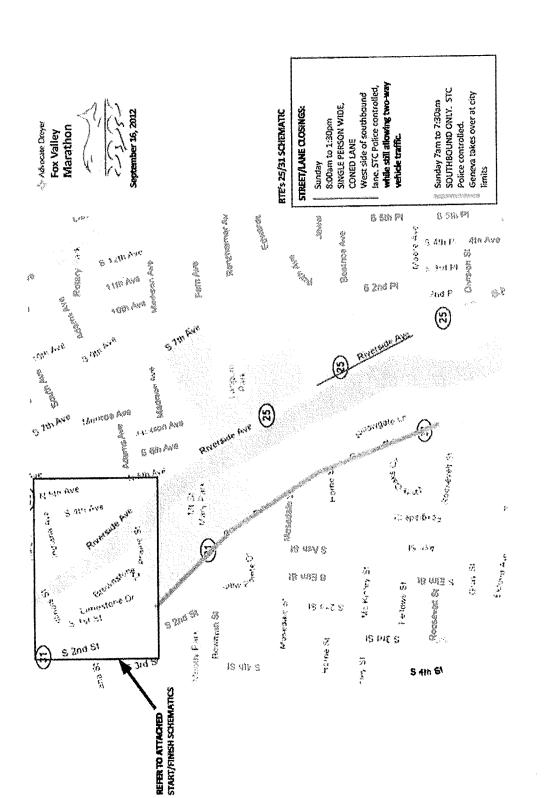












#### AGENDA ITEM EXECUTIVE SUMMARY Recommendation to approve the request for use of the 1st Title: Street Plaza for a Green Eggs & Ham public fundraising breakfast for Steele Beam Theatre Chief Lamkin Presenter: June 2012 SINCE 1834 Please check appropriate box: Government Services 06.25.12 **Government Operations** City Council Planning & Development Public Hearing Estimated Cost: \$0 Budgeted: YES NO X If NO. please explain how item will be funded: No City services are required for this event. **Executive Summary:** The Steele Beam Theatre is requesting permission to utilize the 1<sup>st</sup> Street Plaza for a public fundraiser. The event is a breakfast entitled Green Eggs and Ham and that is precisely what will be served. Event hours are Saturday, July 21, 2012 from 8:30 a.m. to 1 p.m. and Sunday, July 22, 2012 from 10 a.m. to 1 p.m. Equipment will be taken down Saturday after the event and set-up again Sunday morning. An application for use of an amplifier has also been submitted for approval for this event. Event sponsor will coordinate with the Downtown Partnership to ensure the use of this space has not already been requested by another group. **Attachments:** (please list) Diagram of table set-up

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

For office use only:

The Police Department recommends approval for this request.

Agenda Item Number: 4.c

#### **SECTION 4 - SITE PLAN AND/OR ROUTE MAP**

Please use the space below to illustrate the layout for your event. If you need additional space, please attach a separate sheet.

Use existing tables
in plazar apture.
Set up a few STATION
Cafetern type Fasles
And chairs

SBT

If applicable, the following must be included:

Location of food vendors (FV)
Location of beverage vendors (BV)
Location of garbage receptacles (G)
Location of toilets (T)
Location of hand washing sinks (HWS)
Location of retail merchants (RM)
Location of First Aid (FA)

Location and number of barricades (B)
Location of fire lane (FL)
Location of fire extinguishers (FE)
Public entrances and exits (PE)
Location of sound stages and amplified sound (S)
Location of residential streets surrounding events

W

		AGENDA I	A ITEM EXECUTIVE SUMMARY						
	Title: Recommendation to approve "honorary" name St. Annex west of Randall Road					y" name	e for Oak		
ST. CHARLES	Presenter:	Richard Gallas							
Please check appropr	iate box:							1 100.5	
Government C	perations		X	Government Services 06.25.2012					
Planning & De	evelopment			City Council					
Public Hearing	3								
				<u> </u>			T		
Estimated Cost:			Budg	eted:	YES	X	NO		
If NO, please explain	now item win	be fullaca.							
Executive Summary	:					Ananom			
The Kane County Fleor this anniversary, the Randall Rd west towastreet sign stating, "Floright of way highlight	ey have reque ords the entran lea Market Wa	sted an "honorary ce to the market. ay". For simplicity	r" procla Specific y, the Ci	amatio cally, tl ity staf	n for the ney are r If would	Oak St equesting	Annex ro	ad from orary"	
	_	to the Rane Cou.	nty Flea					the City	
The "honorary" procle changes.	amation will i					treet or 1	equire an	the City	
Attachments: (please	e list)					treet or 1	equire an	the City	
changes.	e list)					treet or 1	require an	the City	
Attachments: (please Honorary Street Res	e list) solution	n no way impact	the lega			treet or 1	equire an	the City	

Agenda Item Number: 5.a

For office use only:

City of St.	Charles,	Illinois
Ordinance	e No.	

## An Ordinance Providing for the Honorary Designation of a Portion of Oak Street as "Flea Market Way"

Presented & Passed by the  City Council on
WHEREAS, the City of St. Charles (the "City") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and
WHEREAS, the City desires to recognize the economic, cultural and social contribution that the Kane County Flea Market has made to the community over the years by providing for the honorary designation of a portion of Oak Street as "Flea Market Way".
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:
Section 1. That the preambles set forth above are incorporated by reference into this Section 1.
Section 2. That the portion of Oak Street located west of Randall Road within the corporate limits of the City is hereby granted the honorary designation of "Flea Market Way". Said designation is honorary only and shall not in any manner alter the current official addressing for postal, emergency response or similar services. The Director of Public Works shall cause to be erected honorary signage in conformance with applicable laws and regulations.
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.
PRESENTED to the City Council of the City of St. Charles, Illinois this day of, 2012.
PASSED by the City Council of the City of St. Charles, Illinois this day of, 2012.
APPROVED by the Mayor of the City of St. Charles, Illinois this day of, 2012.
Mayor

Ordinance No	
Page 2 of 2	
Attact	
Attest:	
City Clerk	
•	
COUNCIL VOTE:	
Ayes:	
Nays:	
Abstain:	
Absent:	
APPROVED AS TO FORM:	
City Attorney	
DATE:	

City of St. Charles, Illinois



		AGENDA I	AGENDA ITEM EXECUTIVE SUMMARY					
		Recommendation to Direct Staff to Prepare a Policy on Driveway Restoration (private property side) Adjacent to Sidewalks						
ST. CHARLES	Presenter:	Mark Koenen, Peter Suhr, Richard Gallas, Jim Bernahl						
Governme	ent Operations		X	Gove	ernment Serv	ices 06.25.12		
Planning 6	& Development			City	City Council			
Public He	aring							
Estimated Cost:	NA		Buda	geted:	YES	NO		
If NO. please exp	olain how item will	be funded:					L	
sidewalk repairs i	nary: 012 meeting, we di immediately adjace tered on is the priva	ent to the driveway	y. Plea	ase reca	ll the section	of the drivew	ay this	
point. The Munic Code". Section 3 similar areas shal	cipal Ordinance has 02.3 states the foll l be kept in a propertor demonstrate the	s adopted the year lowing: "All sidever er state of repair, a	r 2000 valks, <sup>r</sup> and ma	"Intern walkwa iintaine	ational Prope ys, driveway d free of haza	erty Maintenan s, parking spac ardous condition	ces and ons."	
share information	d information relat n including practica t data/implications	al concerns. We v	vill als	o discu	ss what the lo	e meeting, sta ocal municipal	ff will industry	
Attachments:								
driveway taken ir	ve Summary and a n March, 2012.							
Recommendatio	on / Suggested Act process for drivewa	ion (briefly explants) ny related repairs	in): Sta when f	aff reco or exan	mmends the only in	committee direk is done adjac	ect staff cent	

Agenda Item Number: 5.b

For office use only:





		AGENDA ITEM	1 E	XECU	TIVE S	UMMA]	RY	
	Title:	Recommendation to Approve Contract for Water Service to Resident at 36W171 Indian Mound Road						
ST. CHARLES								
Please check appro	opriate box:		**	Cove		Comring	s 06.25.12	
	*		X				5 00.23.12	
	Development			City	Council		*****	<del></del>
Public Hea	rıng							
Estimated Cost:	NA	Bu	ıdge	eted:	YES	X	NO	
If NO, please expla	ain how item will	be funded:						
Executive Summa		drose Subdivision at 3	6W	/171 Ir	ndian Mo	ound Ro	oad has rec	nuested
	This area is curr	ently serviced by both						iuosiou
area can request eit and charge any app	ther or both of the plicable fees at the	ties" Agreement adopt e services. The Agreen e current City Ordinan been reviewed by the O	nen ce :	it state: rates.	s the Cit The Fou	y shall <mark>p</mark>	ermit thes	se requests
Staff is recommend	ding approval of t	he contract for water s	serv	vices.				
Attachments: (ple	ase list)							
Contract for Water								
Recommendation	/ Suggested Acti	on (briefly explain):					***************************************	

and a resolution authorizing the Mayor and

Recommendation to approve contract for water service Clerk to execute on behalf of the City of St. Charles.

Agenda Item Number: 5.c

For office use only:

#### WATER SERVICE AGREEMENT

**THIS AGREEMENT** ("Agreement"), made and entered into this 2nd day of July, 2012, by and between the City of St. Charles, an Illinois municipal corporation (the "City"), and Darren Niemann ("Owners") (the Owners and the City being sometimes hereinafter referred to individually as "Party" and collectively as the "Parties").

#### WITNESSETH:

- **WHEREAS**, the Owners hold legal and equitable title to the property commonly known as 36W171 Indian Mound Road and legally described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Subject Realty"); and,
- **WHEREAS**, the City owns and operates a waterworks system which is capable of providing water service to the Subject Realty; and,
- **WHEREAS**, the Subject Realty is presently improved with a single-family residence and the Owners desire to connect the Subject Realty to the City's waterworks system as soon as practicable; and,
- WHEREAS, the City is willing to provide water service to the Subject Realty and connect the Subject Realty to the City's waterworks system under the terms and conditions provided in this Agreement.
- **NOW, THEREFORE**, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the Parties hereto agree as follows:
- 1. <u>Water Service</u>. Owners shall connect to and receive water service from the City's waterworks system subject to the following terms and conditions:
- A. Said connection shall be for a residential user and pursuant to a permit issued by the City under the City's Municipal Code (the "City Code").
- B. Said connection to the City's waterworks system, and any future modifications thereto and all plumbing work in conjunction therewith shall be designed and made in accordance with the City Code. Any existing well(s) shall be capped in accordance with the City Code and governing law.
- C. Owners shall apply for all permits, submit all documentation and pay any and all charges required by the City Code for connection to the City's waterworks system.
- D. The provision of water service to the Subject Realty through the City's waterworks system, including, but not limited to, connection fees and usage charges, shall in all respects and at all times be in accordance with and subject to the City Code, as amended from time to time.

- E. All unpaid and delinquent costs, fees and charges provided for in this Agreement and the City Code shall constitute a lien on the Subject Realty to the extent authorized by law with respect to user charges for the connection to and water service from the City's waterworks system.
- **Annexation of Subject Realty.** Pursuant to 65 ILCS 5/7-1-1, *et seq.*, annexation of property to a municipality may be initiated by its owners (and electors, if any) by a petition ("Petition") filed with the municipality pursuant to 65 ILCS 5/7-1-8, or with the circuit court of the judicial circuit in which the property is located pursuant to 65 ILCS 5/7-1-2, *et seq.* or 65 ILCS 5/7-1-11, if applicable. Annexation of the Subject Realty to the City shall commence by the method chosen by the City, under either of the following circumstances:
  - A. Within thirty (30) days after notice from the City that the Subject Realty is contiguous (individually or as part of a larger territory) to the City, and subject to the provisions of 65 ILCS 5/7-1-8, as amended, the Parties respectively agree, for themselves and their successors and assigns, to do all things necessary or appropriate to cause the Subject Realty to be duly and validly annexed to the City, including the filing of a properly executed Petition with the City by the Owners and/or their successors and assigns; and/or
  - B. Within thirty (30) days after notice from the City to do so, and subject to the provisions of 65 ILCS 5/7-1-2 et seq. or 65 ILCS 5/7-1-11, as amended, the Owners and/or their successors and assigns shall join in, and properly execute, a Petition to be filed with the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois, and shall cooperate with the prosecution of the Petition before said court, provided, however, that the costs of any such litigation shall not be the responsibility of the Owners.
  - C. The Parties agree that they shall fully cooperate in defending against any legal action challenging the City's annexation of the Subject Realty in accordance with this Agreement. Should a court of competent jurisdiction finally determine that annexation of the Subject Realty was defective because of the failure of the Parties to follow a procedural requirement of a proper annexation of the Subject Realty, the Parties, including the successors and assigns of the Owners, agree to promptly cause the Subject Realty to be reannexed to the City in a manner which satisfies all procedural requirements.
- 3. Remedies; Venue. This Agreement shall be enforceable in any court of competent jurisdiction by any of the Parties hereto by any appropriate action at law or in equity, including, without limitation, the right of any Party hereto to seek specific performance of the terms hereof. 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. In addition to the foregoing, and not by way of limitation, the City shall have the right to terminate water service to the Subject Realty in the event Owners, their successors or assigns:
  - A. fail to meet regular payment obligations with respect to the provision of water

service to the Subject Realty; or

- B. otherwise breach the provisions of this Agreement.
- **4.** <u>Notices.</u> All notices hereunder shall be in writing and must be served either personally or by registered or certified mail, postage prepaid, to the following addresses or such other addresses as either party to this Agreement specify in writing to the other from time to time:
  - A. The City at:

City of St. Charles 2 East Main Street St. Charles, IL 60174

Attn: Environmental Services Manager

B.	Owners at:

- C. To any such other person or place which any Party hereto, by its prior written notice, shall designate for notice to it from the other Parties hereto.
- 5. <u>Incorporation of Recitals</u>. Each of the Parties hereto, for themselves, their successors, assigns, heirs, devisees and personal representatives, agrees that the warranties and recitals set forth in the preambles hereto are material to this Agreement, and the Parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement, and the same shall continue during the term of this Agreement.
- Severability. In the event any part or portion of this Agreement, or any provision, clause, wording or designation contained within this Agreement is held to be invalid by any court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect the remaining portions hereof, provided the severance of such provision does not defeat the essential purpose of this Agreement.
- 7. <u>Miscellaneous</u>. Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, successor owners of record of the Subject Realty, their assigns, lessees and upon any successor municipal authority of the City. It is hereby understood and agreed that this Agreement is a covenant running with the land and is binding thereon. All persons who take title to any part of the Subject Realty shall comply with the provisions of this Agreement. This Agreement may be amended from time to time with the consent of the Parties hereto. A copy of this Agreement shall be recorded with the Kane County Office of the Recorder.

IN WITNESS WHEREOF, the first above written.	e Parties hereto have executed this Agreement as of the date  CITY OF ST. CHARLES, an Illinois  Municipal Corporation,
	By: Mayor Donald P. DeWitte
ATTEST:	
City Clerk	
	OWNER(S)
	Darren Niemann

STATE OF ILLINOIS	)		
	) SS.		
COUNTY OF KANE	)		
	to the foregoing instrume that they signed and de	livered the said instrumer	be the same persons before me this date
GIVEN under my han	d and Notarial Seal this _	day of	, 2012.
	Notary P	ublic	

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 Donald P. DeWitte, Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this	day of	, 2012	
N			
Notary Public	С		

#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 68 OF WILD ROSE ADDITION, UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS.

AGENDA ITEM EXECUTIVE SUMMARY								
	Title:	Presentation to 64 Projects – In			_	on Proj	posed IL	Route
ST. CHARLES	Presenter:	er: James Bernahl						THE PARTY OF THE P
Please check appr	opriate hov:	•			.,,,			TO THE STATE OF TH
	nt Operations		X	Gove	ernment S	Services	06.25.12	
Planning &	Development			City	Council			
				<u> </u>				
Estimated Cost:		B	udge	eted:	YES		NO	
If NO, please expl	ain how item will	be funded:			1			
Executive Summa			-					
Attachments: (ple	ase list)							
IL Route 64 Projec	t Update Memo							
Recommendation	/ Suggested Acti	on (briefly explain):						
Information only.								

For office use only: Agenda Item Number: 5.d

#### IL ROUTE 64 PROJECT UPDATE NOTICE

June 21, 2012



This notice will provide a brief update for all of the construction projects taking place along the IL Rt. 64 corridor through St. Charles. If you need any additional information please feel free to contact James Bernahl, Public Works Engineering Division Manager, at 630-377-4486.

# IL Route 64 Traffic Signal Modernization and Improvement Program (7<sup>th</sup> Street to 7<sup>th</sup> Avenue):

- The City has recently been advised that IDOT is in the process of awarding the contract to Thorn Electric for the modernization and improvement to the existing traffic signals along Main Street from 7<sup>th</sup> Street to 7<sup>th</sup> Avenue. This program involves the replacement of the existing traffic signals, installation of new pedestrian count down signals, utilization of LED components for energy cost savings, and improved traffic signal interconnect components.
- A pre-construction meeting with IDOT has been scheduled for June 25, 2012. More information about the construction schedule will be presented as this information becomes available.

# IL Route 64 (7<sup>th</sup> Avenue to IL Route 59):

Please be advised that temporary movement restrictions and road closures may be put into place by the St. Charles Police Department as deemed appropriate to improve travel times and overall safety.

Note: Although this IDOT contract has been designed in two stages, during the weekly progress meetings the project has primarily been discussed as one large project, for that reason these updates will be presented in a similar format.

### East Side Project Limits (38th Avenue to IL Route 59):

- The Contractor is continuing the installation of box culvert crossings and storm sewer work near the intersection of Powis Road and East Main Street. This work is expected to continue for the next few weeks.
- Meade Electric will continue to work on the installation of the temporary traffic signals throughout the project. Meade will also be working on the adjustment of an existing electrical vault on Smith Road just north of East Main Street. Once this work is

- completed the contractor will complete the remaining curb work on the east side of Smith Road and begin working on the west side.
- The contractor will continue installing bridge pile driving activities. This work is expected to continue for the next few months as the piers are being constructed.
- Work continues at the northeast corner of the new bridge near the intersection of East Main Street and Powis Road. Numerous utility conflicts have been encountered and relocation work for these items will be required.
- The bridge contractor, Herlihy Mid Continent Co., will begin the excavation for Piers 1 and 2 beginning next week.
- Due to the Bloomington Gold Corvette Show this weekend, Martam will be installing temporary asphalt driveway aprons to assist with the vehicles entering and leaving the Pheasant Run parking lot area.

#### West Side Project Limits (7<sup>th</sup> Avenue to Kirk Road)

- Lane reductions near the intersection of East Main Street and Dunham Road will continue this week for work associated with the installation of the new water main on the north side of East Main Street. The construction limits for this work are from Dunham Road heading east for approximately 1,000 feet. The contractor is expecting to begin this installation work on June 25<sup>th</sup>. During this work, lane reductions will be required and motorists can expect delays during normal business hours. Due to the lane reductions, west bound traffic looking to make a southbound movement onto Industrial Drivers are strongly encouraged to utilize alternative routes, i.e. Kirk Road to Production Drive, to eliminate longer than normal delays. IDOT will be notifying the surrounding businesses regarding the reduction of the left turn lane and the expected delays to help reduce traffic congestion.
- Two crews continue to work on the installation of the new water main from 7<sup>th</sup> Avenue towards Hunt Club Drive. Work has progressed at a good pace and the contractor has begun filling and testing these new sections of water main. Once completed and accepted by the City, the contractor will begin installing new water services to the new water main. During this relocation activity, residents and businesses may experience water service delays. Notifications letters indicating dates and times will be delivered.
- The Contractor continues to remove the existing pavement on the south side of East Main Street and this work activity will continue for the next week.
- The contractor will continue storm sewer installation work on the south side of East Main Street. This work is currently on schedule and contractor continues to make good progress. As the installation of the new storm sewer work continues between 7<sup>th</sup> Avenue and Hunt Club Drive, access to some of the residential roads on the south side of East Main Street will be temporarily closed.
- The contractor is expecting to begin the grinding of the asphalt roadway from 13<sup>th</sup> Ave. towards Dunham Rd. by the end of the week.

**Note:** Please be advised that the Bloomington Gold Corvette Show will be taking place over the weekend so commuters will want to take precautions while traversing this corridor. The contractor will be installing temporary asphalt driveway aprons to assist with the vehicles entering and leaving the Pheasant Run parking lot area.

			AGENDA I	тем Е	EXECU	JTIVE S	UMMA	RY	
		Title:	Recommendation to Approve Change Orders for IL 64 Sanitary Sewer and Water Main Installation Contract						
	CHARLES	Presenter:	James Bernahl						
Please	e check approj								
	Government	Operations		X	Gove	ernment	Services	s 06.25.12	)
	Planning & I	Development			City	Council	•		
	Public Heari	ng							
Estim	ated Cost:	P( 262 115 16)		Duda	atad.	VEC	T	NO	
	<u>l</u>	\$(-263,445.46)		Budg	etea:	YES	X	NO	
If NO	, please explai	n how item will	be funded:						
Fyoon	ıtive Summar	T 7 0							
	our information - S No. 4, 5, and 6		James Bernahl to o	liscuss r	ecomm	nendation	for the a	pproval of	Change
Descri	Change Order phase of the coadditional wor	ontract. This char	for the various unkinge order includes s de-down of public wa	uch iten	ns as ui	ıknown v	vater serv	vice location	
-	Change Order To provide a recommended	request No. 5 is nore seamless tra and City Counci	for the removal of to insition between ID. I has approved the ion. A separate agree	OT wor! reallocat	k and the	he remair this work	ning City to be pe	work staft rformed by	f as y IDOT's
-	Due to various decreased base	s unknown field o	for the final balancing through on ditions through of the existing the distribution of the existing the exist	ut the process change	coject v also ir	arious pa	ıy items v	were increa	ased or
		budgeted for, an oudgeted amount.	d at present the con	structio	n proje	ct overal	l still rem	ains belov	v the
Attach	nments: (pleas	se list)							
•		nge Orders Nun							
			on (briefly explai						
	nmend approva ,445.46).	al of change ord	er requests 4, 5, a	nd 6 for	r a tota	ıl amoun	t not to	exceed	

Agenda Item Number: 5.e

For office use only:

#### City of St. Charles Public Works Environmental Services Office

CHANGE ORDER							
PROJECT:	Sanitary Sewer a	and Water Main	Improvements	NO DATE: _	4 6/7/2012		
CONTRACTOR: CONTRACT FOR:	Glenbrook Excavating Sanitary Sewer and Water Main Installation  BY: Donald Ry				Donald Ryba		
You are directed to make	the following cha	anges:					
DESCRIPTION:	Miscellaneous force account work due to unforseen circumstances in the field.						
PURPOSE OF CHANGE:	Force account billin delays.	ng is included due	to unknown conditions	below grour	nd causing		
ATTACHMENTS:	_	Vorksheet and ir	dividual force accou				
CHANGE IN CONTR		II.	CHANGE IN CON	RACT TIM	/IE		
Original Contract price:	\$ 1,345,453.00	Original Contract o	eadiine: n/a				
Previous Change Orders:	\$ 52,900.49	Previous Change	Orders:	***************************************			
Contract Price prior to this Change	Order:	Contract deadline	prior to this Change Order	:			
	\$ 1,398,353.49		n/a				
Net <b>Increase</b> (Decrease) of this Cl	nange Order	Net Increase (Dec	rease) of this Change Ord	er			
	\$ 16,619.74		n/a				
Contract price with all approved Ch	nange Order:	Contract deadline	with all approved Change	Order:			
	\$ 1,414,973.23		n/a				
RECOMMENDED:			APPROVE	₹D:			
Environmental Service Manager	Date		Finance Director		Date		
			Contractor		Date		

This change is germane to the original contract as signed because work of this type was included in the original contract and the additional efforts of this work are within the intent of the contract and City policy.

Sheet	City of St. Charles	Computed:	DJR	Checked:	
1 of 1	City of St. Charles	Date:		Date:	-:
1011		Project.	Samuary Ser	wer and vvater iv	ain Improvements
				Unit	
ltem #	Description	Unit	Engr. Quantity	Unit Price	Item Cost
Water Depart	ment Changes in field due to unknown conflicts				
FRC1	Changes in field due to unknown conflicts	LSUM	11	\$16,619.74	\$16,619.74
			***************************************		
	WILLIAM TO THE PROPERTY OF THE				
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			T & TATALO TO TO THE RESIDENCE WITH STORE A		
			***********		
	THE STATE OF THE S				
				7074	61/ /10 5/
			L	TOTAL	\$16,619.74

# City of St. Charles Water Main / Sanitary Sewer Improvements

# Force Account Summary

Amount	\$4,410.15	\$3,369.43	\$2,559.76	\$6,280.40	
Description	5/3/2012 hit unknown 1" water service	Remove previously-placed main and re-route around storage tank	Extra work for tie-in at Cedar and N11th Ave.	Extra long 2" copper service for Dairy Building	
Date	5/3/2012	4/49/12	5/9/2012	5/3/2012	
Glenbrook No.	3874	5639	3871, 2708, 2705	3805	

Total: \$16,619.74

#### City of St. Charles Public Works Environmental Services Office

	C	HANGE ORDER					
			NO.	5			
PROJECT:	Sanitary Sewer a	nd Water Main Improvements	DATE:	6/7/2012			
CONTRACTOR: CONTRACT FOR:	Glenbrook Excavating Sanitary Sewer and Water Main Installation  BY: Donald Ryba						
You are directed to make	the following cha	anges:					
DESCRIPTION: Miscellaneous force account work due to unforseen circumstances in the field.							
PURPOSE OF CHANGE:	contractor working of schedule for the Sta	nis change in quantity is due to various sanitary sewer items being shifted to the ntractor working on IDOT's reconstruction of E Main Street. With the proposed hedule for the State's contractor it is unreasonable to expect Glenbrook Excavating to dergo several mobilizations to complete the remaining work without any extra mpensation.					
ATTACHMENTS:	Change Order W	orksheet and individual force accou	unt invoices	i.			
CHANGE IN CONTR		CHANGE IN CON	TRACT TIM	ЛE			
Original Contract price:	\$ 1,345,453.00	Original Contract deadline:					
Previous Change Orders:	\$ 69,520.23	Previous Change Orders:					
Contract Price prior to this Change	Order:	Contract deadline prior to this Change Orde	r:				
	\$ 1,414,973.23	n/a					
Net Increase (Decrease) of this C		Net Increase (Decrease) of this Change Ord	der				
	\$ (354,832.50)	n/a					
Contract price with all approved Ci	<del></del>	Contract deadline with all approved Change	Order:				
	\$ 1,060,140.73	n/a					
RECOMMENDED:		APPROV	ED:				
Environmental Service Manager	Date	Finance Director		Date			
		Contractor		Date			

This change is germane to the original contract as signed because work of this type was included in the original contract and the additional efforts of this work are within the intent of the contract and City policy.

#### City of St. Charles Public Works Environmental Services Office

CHANGE ORDER									
		HANGE ORDER	NO.	6					
PROJECT:	Sanitary Sewer and Water Main Improvements  DATE: 6/7/2								
CONTRACTOR: CONTRACT FOR:		Glenbrook Excavating Sanitary Sewer and Water Main Installation  BY: Donald Ryba							
You are directed to make	the following cha	anges:							
<b>DESCRIPTION:</b> Miscellaneous balancing quantities plus force account work due to unforsee circumstances in the field.									
PURPOSE OF CHANGE:  This change orde includes various balancing quantities based on actual measured quantities. Also included is the addition of 6" and 8" line stops that were necessary to allow connections to be made to the existing water main. These two items were not provided in the original contract.									
ATTACHMENTS:	Change Order W	/orksheet and individual force accou	ınt invoices						
CHANGE IN CONTR		CHANGE IN CON	TRACT TIN	ЛE					
Original Contract price:	\$ 1,345,453.00	Original Contract deadline:							
Previous Change Orders:	\$ (285,312.27)	Previous Change Orders:							
Contract Price prior to this Change	Order:	Contract deadline prior to this Change Orde	r:						
	\$ 1,060,140.73	n/a							
Net Increase (Decrease) of this C	hange Order	Net Increase (Decrease) of this Change Ord	ler						
	\$ 74,767.30	n/a							
Contract price with all approved Cl	<del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>	Contract deadline with all approved Change	Order:						
	\$ 1,134,908.03	n/a							
RECOMMENDED:		APPROV	ED:						
Environmental Service Manager	Date	Finance Director		Date					
		Contractor		Date					

This change is germane to the original contract as signed because work of this type was included in the original contract and the additional efforts of this work are within the intent of the contract and City policy.

	AGENDA ITEM EXECUTIVE SUMMARY							
	ndation to Approve IDOT Agreement for Traffic Signal Improvements at IL 64 and							
ST. CHARLES SINCE 1834  Presenter: James Berna								
Please check appropriate box:								
Government Operations	X	Gove	ernment	Service	s 06.25.12	s 06.25.12		
Planning & Development		City	Council			***		
Estimated Cost: \$47,443	Budg	eted:	YES	X	NO			
If NO, please explain how item will be funded:		***************************************				<del></del>		
Executive Summary:		٠,						
The Illinois Department of Transportation is currently in improvement of Illinois Route 64 and Peck Road. This p 2012-2018 Proposed Multi-Modal Transportation Improvemade available IDOT would like to proceed forward with future. The scope of this project consists of traffic signal turn lane on IL Route 64 and potential bicycle and pedes IDOT has proposed a cost sharing agreement with the cit modifications. Based on that agreement the City would lattached exhibit for percentage specifics). Staff has been believes that the proposed improvements will help to improvements at this intersection. For these reasons staff rethese intersection improvements. City participation would be intersection in the proposed improvements at this intersection because it is plan does not include street lighting at this time.	roject is c vement Pr h this prog moderniz trian acco by for all c be obligate working c prove the s commend ld include	corrently rogram. gram as cation as mmoda of the pred for a colosely safety of that a contribute a contribute a contribute a contribute a contribute of the contribute a contribute a contribute of the contribute a contribute a contribute of the co	y not fund However it will be nd the add ations. roposed st percenta with the land of both ve pproval of	led in ID r, should e include dition of  ignals an ge of the IDOT on hicle and of the IDo or the sig	OT's Fisca available f d in their pro- an eastbour and roadway e total costs a this progra d pedestrian OT agreeme gnals, emerg	I Year unding be iorities for right (refer to am and ent for gency		

Recommendation / Suggested Action (briefly explain):

For office use only:

Improvements at IL 64 and Peck Road for the amount of \$47,443.

Agenda Item Number: 5.f

Recommend that the City Council approve the IDOT Agreement for Proposed Traffic Signal

May 30, 2012

The Honorable Donald P. DeWitte Mayor City of St. Charles 2 East Main Street St. Charles, IL 60174



Dear Mayor DeWitte:

The Illinois Department of Transportation (Department) is in the process of finalizing Phase I studies for the improvement of Illinois Route 64 at Peck Road in the City of St. Charles in Kane County. This improvement is not currently included in the Department's Fiscal Year 2013-2018 Proposed Multi-Modal Transportation Improvement Program. This project will be included in our priorities for future funding consideration among similar improvement needs throughout the region. This will serve as a Letter of Intent between the City of St. Charles (City) and the Department confirming your concurrence with the proposed improvement plan and the cost participation responsibilities for the subject project.

The general scope of work for this improvement consists of traffic signal modernization and the addition of an eastbound right turn lane along Illinois Route 64. We are transmitting the preliminary plans for your information and review. Based on previous coordination with the City at our March 29, 2012 meeting, specific items identified by the Department requiring cost participation by the City include traffic signal modernization, roadway lighting, and potential bicycle and pedestrian accommodations.

#### Traffic Signal Modernization

Traffic signal modernization has been proposed at Illinois Route 64 at Peck Road. The total cost of the traffic signal work at this intersection is \$285,000. As outlined in the attached Exhibit A, Federal funds may be used for 80% of the traffic signal costs with the State and City sharing in the remainder of the cost, based on the percentage of approach leg jurisdiction. If Federal funds are not used, the FHWA share will be assumed by the Department. The City has expressed interest in installing emergency vehicle pre-emption (EVP) devices on the signals within the City limits, this item would be a Local Agency cost at \$6,900 per signalized intersection, including a 15% engineering fee. Please confirm your interest in these devices in the comment area of this letter when it is returned to the Department. The City has jurisdiction of the northeast and southwest legs at the intersection with Illinois Route 64. Therefore, the City of St. Charles' share of the costs will be approximately \$39,675 which includes a 15% engineering fee.

Location	Improvement	FHWA Cost		ion of ng Costs City		
Illinois Route 64 At Peck Road	Traffic Signal Modernization & Temporary Signals - \$285,000  Emergency Vehicle Pre-Emption - \$6,000	\$228,000 (80%) \$0 (0%)	\$28,500 (10%) \$0 (0%)	\$28,500 (10%) \$6,000 (100%)		
Engineering Fees (15%)						
Total Local Agency Costs						

#### Energy and Maintenance Costs for Traffic Signals

Energy and maintenance costs will continue as outlined in the existing master agreement between the City of St. Charles and the State which was executed on July 1, 2011.

#### Bicycle and Pedestrians

There is an existing shared-use path along the east and west sides along Peck Road north of Illinois Route 64. South of Illinois Route 64 the shared-use path continues along the west side of Peck Road while the east side accommodates a 5 foot sidewalk. There are no existing accommodations along Illinois Route 64 within the project limits. As described in the attached Exhibit A, the Department is responsible for 100% of the cost for removal and replacement of existing sidewalk/paths affected by the roadway improvements.

According to our policy, a separate shared-use path is required to accommodate bicycle users along, or short distances outside of, the project limits if the local agency is willing to participate in cost sharing and take maintenance responsibilities for the shared-use path. The local cost share for new pedestrian and bicyclist facilities is 20% of the construction cost, plus a 15% engineering fee. Based on the locations requested at our meeting of March 29, 2012, the proposed improvement accommodates 985 feet of a new 10-foot asphalt shared-use path along the north side of Illinois Route 64, from the beginning of our project limits west of Peck Road to the right-in/right-out driveway east of Peck Road. The estimated cost of the new facility is \$33,775. The City's portion would be approximately \$7,768 which includes a 15% engineering fee. In addition, the City must agree to accept long-term responsibility for the administration, control, reconstruction and maintenance of the shared-use path.

The Honorable Donald P. DeWitte May 30, 2012 Page 3

If the City chooses not to participate in the bicycle or pedestrian accommodations, the Department requests that a local resolution indicating their non-participation be sent to the Department (see enclosed example). Without local agency cost participation, the Department will consider the next highest and best accommodation feasible. At this time this consists of the proposed installation of a 10-foot shelf within the same limits as previously mentioned. In the future, a path could be installed on the shelf via permit at 100% local cost.

#### Roadway Lighting

There is existing lighting along Peck Road which is owned and maintained by the City. There is a light pole on the southwest quadrant in conflict with the proposed improvements which does not meet Illuminating Engineering Society (IES) Standards and is proposed to be removed as part of this improvement.

As outlined in the attached Exhibit A, all costs associated with roadway lighting within the corporate limits of the municipality are the City's responsibility. The existing lighting can be removed at a cost of \$2,875, which includes a 15% engineering fee. If the City is interested, full intersection lighting, including lighting the channelization on all four roadway legs, can be added at a cost of about \$102,350, which includes a 15% engineering fee. Temporary lighting will not be required during construction at the locations where there is existing lighting. Per our meeting discussion, the City would likely remove any roadway lighting in conflict utilizing their work force prior to construction. Please confirm your preference at the end of this letter.

#### **Utility Relocation**

Public utilities, installed in the highway right-of-way via permit and requiring relocation, will be relocated at no expense to the Department. The City will be responsible for 100% of the cost for removal and relocation of its facilities in conflict with the Illinois Route 64 at Peck Road improvements. Facilities subject to the previously stated condition may include, but may not be limited to: watermain, fire hydrants, storm, sanitary and/or combined sewers. A potential for conflict exists along the northwest quadrant. However, a more detailed study of conflicts will be initiated during the Phase II contract plan preparation. Please note that if the City intends to include utility relocation work with the Department's contract, your plans and cost estimates must be submitted as soon as possible. The Department requires sufficient advance notice in order to program the necessary funding for the City reimbursement as part of the Department's Annual Program. If the cost of the utility relocation work is not coordinated in advance of the annual program, the Department reserves the right to deny inclusion of the utility relocation work due to funding constraints.

The Honorable Donald P. DeWitte May 30, 2012 Page 4

#### Summary of Estimated Costs

The estimated total cost responsibility for the City, based on the available information collected during the Phase I process is approximately \$47,443. However, this estimate does not include the cost of full intersection lighting, or utility relocations.

At the end of this letter of intent, there is an area where you can state your concurrence to the cost participation items outlined above. This letter of intent will be used as a basis during Phase II to develop a project agreement between the City and the State. Please return an original signed copy of this letter at your earliest convenience.

If you have any questions or need additional information, please contact me or Carlos A. Feliciano, Acting In-House Studies Unit Head, at (847) 705-4106.

Very truly yours,

DO

Diane M. O'Keefe, P.E. Deputy Director of Highways, Region One Engineer

**Attachments** 

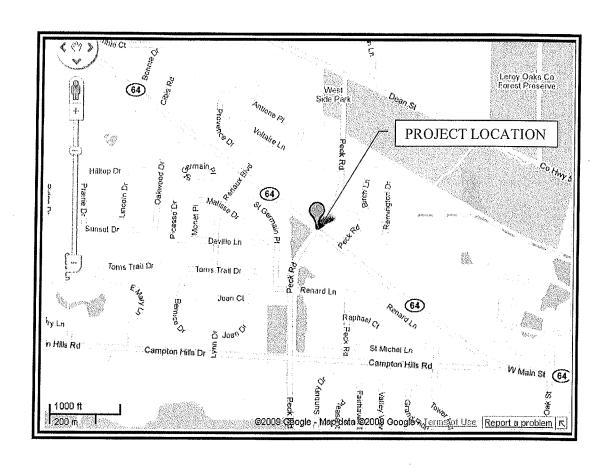
cc: Brian Townsend, City Administrator, City of St. Charles

The Honorable Donald P. DeWitte May 30, 2012 Page 5

Project and Environmental Studies Illinois Route 64 at Peck Road Kane County

Concur with project scope:	Concur with signal costs:
Yes	Yes
No	No
Pedestrian/bicycle Accommodations:	Lighting Accommodation:
10' Asphalt Shared-Use path (\$7,768)	Relocate Poles by City (\$0)
10' Shelf (\$0)	Relocate Poles IDOT (\$5,750)
	Full Lighting (\$102,350)
Emergency Vehicle Pre-emption:	
Yes (100% local cost)	
No	
Name:	•
Signature:	
Title:	
Date:	
Comments:	

## LOCATION MAP



**Route:** 

IL 64

Limits:

AT PECK ROAD

County:

**KANE** 

P-91-700-09



#### TRAFFIC SIGNAL PARTICIPATION

The cost participation associated with traffic signal installation, modernization, or relocation will be in accordance with 92 Ill. Adm. Code 544 "Financing of Traffic Control Signal Installations, Modernization, Maintenance, and Operation on Streets and Highway under State Jurisdiction."

Traffic signals may be installed only where conditions meet warrants established in the current Illinois Manual on Uniform Traffic Control Devices. If a new signal installation is warranted, it may be included within the roadway improvement.

Current IDOT policy requires that IDOT and Local Agency (ies) share the responsibility for installation, modernization, and relocation of traffic signals. The installation, modernization, and relocation of pedestrian signals associated with traffic signal improvements will also require the Department and Local Agency (ies) to share financial responsibility. The eligible share of the cost to each agency will be in proportion to the number of intersection approaches that the agency maintains. Generally, traffic signal costs are 80% Federal and 20% non-Federal based on established cost participation policy (90% Federal and 10% non-Federal for safety projects). IDOT will participate in the non-Federal portion for the State-owned legs of an intersection. At locations where all legs of an intersection are State-owned, IDOT will participate in 100% of the cost of the traffic signal installation, modernization, or relocation. Closely spaced new or modernized traffic signals within the improvement limits generally require signal coordination or hardware interconnection for the purpose of providing vehicle progression. IDOT will be financially responsible for 100% of coordination or interconnection costs.

IDOT will be financially responsible for 100% of the installation and modernization of traffic signals at ramp terminals of ramps connecting to or from a State highway.

The entire cost of installing push button ("Fire pre-emption") and emergency vehicle pre-emption equipment is the responsibility of the requesting local fire district or municipality.

The entire cost of installing, modernizing, relocating, maintaining and energizing private benefit signals is the responsibility of the private benefit agency being served by the traffic signals. However, IDOT will enter into a formal agreement for a private benefit signal installation only with the local jurisdictional or governmental agency.

It should be noted that an agency involved might voluntarily assume responsibility for another agency's share of the cost in order to expedite the installation or modernization.

When warrants are met for school crossing signals at public road intersections, the eligible share to each agency for the installation and modernization cost shall be split on a 50/50 basis or in proportion to the number of intersection approaches that each agency maintains.

#### TRAFFIC SIGNAL MAINTENANCE

At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will be responsible for the maintenance of the signals.

At intersections lying wholly or partially within the Corporate Limits of one or more municipalities, IDOT will assume the following costs for the maintenance of traffic signals on State highways within municipalities:

- (A) The total costs for all signals at the intersections of two or more State highways.
- (B) The total costs for all signals at the intersections along State highways that have an average daily traffic in excess of 35,000 vehicles per day as shown on the latest published edition of the traffic volume (AADT) map. The District Engineer will determine the limits of this section within the municipality.
- (C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.
- (D) At all other intersections IDOT and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches that they maintain.

#### **ENERGY CHARGES**

The division of financial responsibility for the energy charges will be as follows:

- (A) At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will pay the energy charges for the operation of the signals.
- (B) At intersections lying wholly within the Corporate Limits of a municipality, IDOT and the municipality will share the energy charges according to the proportionate number of intersection approaches maintained by each agency.
- (C) At intersections lying partially within the Corporate Limits of one or more municipalities, the municipalities will be responsible for the energy charges.

Traffic Signal Master Agreements, consummated by IDOT, give municipality defined maintenance and energy responsibilities required for the operation of traffic signals. New traffic signal improvements shall contain maintenance and energy provisions in the improvement agreement adding the new traffic signals to said Master Agreement. Existing traffic signals to be modernized or relocated, shall contain maintenance and energy provisions in the improvement agreement indicating traffic signal maintenance and energy responsibilities for given traffic signal(s) shall continue to be as outlined in the Master Agreement. Certain circumstances, such as jurisdictional transfers of roadway segments affecting signalized intersections with the improvement limits, could result in a revision to maintenance and energy responsibilities contained in the Master Agreement for a given traffic signal(s). An amendment to the Master Agreement would be required.

IDOT does not share in maintenance costs for school crossing signals unless specified otherwise in the Master Agreement or if the school crossing signals are installed at public road intersections for which the maintenance costs shall be shared in proportion to the number of intersection approaches that each agency maintains.

#### **PARKING LANES**

If a <u>new</u> parking lane is added, IDOT will participate in 50% of the cost if the ADT is greater than 5,000 vehicles per day and if the pavement composition and lane width meets the IDOT criteria. The municipality would assume the total cost (100%) of the parking lane if the pavement composition or lane width does not meet IDOT criteria or if the ADT is less than 5,000 vehicles per day.

If an exclusive existing parking lane requires resurfacing, IDOT will participate in 50% of the milling and resurfacing costs for parking with lane widths equal to or less than the adjacent travel lanes. The municipality will assume the total cost (100%) of the milling and resurfacing costs for that portion of the parking that is greater than the width of the adjacent travel lane. The municipality will also assume 100% of any base repair cost for the entire width of the existing parking as well as any patching and curb and gutter repairs. If the municipality declines to participate, a very minimal amount of resurfacing would be done IDOT expense. (Minimal amount of resurfacing is defined as a taper across the parking lane ranging from approximately 1½ inch thick adjacent to the through lane to 1 inch or less adjacent to gutter line).

IDOT will assume the total cost (100%) associated with the milling and resurfacing of parking lanes when parking is eliminated during one or more peak hours.

The municipality is responsible for the total cost (100%) of reconstructing existing parking and any adjacent curb and gutter.

The State will not consider an improvement of a State-maintained highway unless the proposed parking or existing parking adjacent to the traffic lanes is parallel parking except as provided under Chapter 95 1/2 Art. 11-1304(c) (Illinois Revised Statutes).

Parking prohibition ordinances will be required through areas where there are no parking lanes.

#### **ROADWAY MAINTENANCE**

The State will assume the maintenance cost associated with the through traffic lanes, turning lanes, and the curb and gutter adjacent to these traffic lanes. The municipality will assume the maintenance cost associated with all other facilities including but not limited to items such as storm sewers, parkways, exclusive parking lanes, curb and gutter adjacent to the parking lanes, sidewalks, landscape features, appurtenances, etc.

#### **UTILITY RELOCATION**

Municipal utilities, installed by permit and requiring relocation, will be relocated at <u>no expense</u> to the Department.

Municipal utilities installed prior to the Department's assuming maintenance of the roadway will be relocated, if required, at IDOT expense.

The cost of any improvement to, or betterment of municipal utilities, would be the entire financial responsibility (100%) of the local agency.

#### **ROADWAY LIGHTING**

Existing highway lighting that is owned and maintained by the municipality, will be relocated and upgraded to current standards. New lighting, proposed by the municipality, may be incorporated into the total improvement plans.

The cost of the above work would be the entire financial responsibility of the local agency.

#### PEDESTRIAN AND BICYCLE FACILITIES

Sections 17 <u>Bicycle and Pedestrian Accommodations</u> and 48-2.04 <u>Sidewalks</u> of the IDOT Bureau of Design and Environment Manual establish the criteria to determine pedestrian and bicycle needs. Maintenance responsibilities as well as State and local agency participation toward the cost of these facilities included as part of a roadway construction contract on a State route shall be in accordance with Sections 5-03 and 5-05 of the Bureau of Design and Environment Manual as follows.

<u>Maintenance Responsibilities</u> – The Municipality will maintain any new or replacement sidewalks the Department provides in conjunction with the highway improvement project, excluding those constructed on structures. The Municipality will also maintain any bicycle paths associated with the State highway project other than that portion of the bicycle path carried on state structures. The State will assume the maintenance responsibilities for On-Road Bicycle Lanes or Wide Outside Lane and Widened Shoulders constructed as bicycle accommodations.

#### Cost Participation

- 1. New and Deteriorated Sidewalks Use the criteria in Chapters 17 and 48 to determine the warrants for sidewalks. If these criteria are met and the Local Agency agrees to maintain the sidewalks, proportion the improvement costs associated with new or deteriorated sidewalks as follows:
  - a. New Sidewalks Proportion the cost between the State and Local Agency at 80/20 for new sidewalks within the project termini or for short distances outside the project termini as may be required to connect sidewalks to significant pedestrian generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for sidewalk construction.
  - b. Deteriorated Sidewalks The Local Agency will pay 100% of the cost to remove existing deteriorated sidewalks. Proportion the cost 80/20 between the State and Local Agency for deteriorated sidewalk replacement when associated with a highway project. Local Agency will pay 100% of the cost of decorative sidewalks.
  - c. Sidewalk Removal and Replacement The State is 100% financially responsible for removing and replacing existing sidewalks if such a need is caused by the construction of an IDOT highway improvement.
- 2. Bicycle Accommodations Use the criteria in Chapter 17 to determine the warrants for bicycle accommodations. If these criteria are met and the Local Agency agrees to maintain the bicycle accommodation as appropriate, proportion the improvement costs associated with the bicycle accommodations as follows:

- a. On-Road Bicycle Lanes Proportion the cost 80/20 between the State and Local Agency for the construction of new on-road bicycle lanes as indicated by the facility selection criteria contained in Chapter 17.
- b. Wide Outside Lanes and Widened Shoulders The State will pay 100% of all costs for wide outside lanes or widened shoulders indicated for bicycle accommodation.
- c. New Paths Proportion the cost 80/20 between the State and Local Agency for construction of new paths within the project termini or for short distances outside the project termini as may be required to connect paths to significant bicycle traffic generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for path construction.
- d. Path Removal and Replacement The State is 100% financially responsible for removing and replacing existing paths if such a need is caused by the construction of an IDOT highway improvement.
- e. Adjustment of Existing Paths If an existing path requires adjustment due to an IDOT improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement in accordance with IDOT path criteria. The Local Agency is 100% financially responsible for path adjustments that are caused or initiated by a work request from the Local Agency.
- f. Paths Above and Beyond Selection Criteria If facility selection criteria for side paths are not met and the Local Agency still requests side path installation, the Local Agency is 100% financially responsible for all costs for installation of the path above those costs for the improvement identified in the selection criteria, including any necessary right-of-way and construction.
- 3. Utility Adjustments and Other Items Proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments as defined in Chapter 6, Section 6-1.03 of the BDE Manual, as well as pedestrian barriers, retaining walls, and other collateral items that are required solely for pedestrian and bicycle accommodations not necessitated by the IDOT project. The Local Agency is responsible for 100% of the costs for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are not required solely for the pedestrian and bicycle accommodations.
- 4. Right-of-Way Proportion the cost 80/20 between the State and Local Agency for right-of-way if acquired solely for sidewalk construction. Also, the Local Agency will pay 100% of the construction costs for sidewalks associated with the construction of on-system parking not necessitated by the IDOT project. The State will pay 100% for right-of-way if additional right-of-way is required to construct an IDOT-proposed highway cross section.
- 5. Local Agency Does Not Accept Maintenance Responsibilities If the Local Agency does not agree to maintain the sidewalk, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of sidewalk at such locations.
- 6. Local Agency Does Not Choose To Participate If the local agency chooses not to participate financially in the bicycle or pedestrian accommodation, the Department will request that that local agency pass a local resolution indicating their non-participation and have this noted in the Phase I Project Report.

#### **ADDITIONAL WORK**

IDOT would be receptive to considering additional highway related work items suggested and paid for by the local agency for incorporation within the improvement, providing that the additional work items would not delay the implementation of the project. Such items could include lighting, over-size storm sewer, utilities, emergency vehicle pre-emption equipment etc.

The local agency may be expected to provide plans, specifications, and estimates for such additional work that is requested to be incorporated into the contract plans for the State-owned portion of the project. Said plans and specifications shall be of such quality to facilitate inclusion in the contract package and shall be available in a timeframe consistent with anticipated contract processing schedules and deadlines.

S:\WP\p&es\TEMPLATES & EXAMPLES\Templates - Letters\EXHIBIT A (12-11).docx

# 17-7 PROPOSED RESOLUTION LANGUAGE FOR NON-PARTICIPATING LOCAL AGENCIES

WHEREAS, The Illinois Department of Transportation (IDOT) has the power to approve and determine the final plans, specifications and estimates for all State highways; and

WHEREAS, IDOT's projects must adequately meet the State's transportation needs, exist in harmony with their surroundings, and add lasting value to the communities they serve; and

WHEREAS, IDOT must embrace principles of context sensitive design and context sensitive solutions in its policies and procedures for the planning, design, construction, and operation of its projects for new construction, reconstruction, or major expansion of existing transportation facilities by engaging in early and ongoing collaboration with affected citizens, elected officials, interest groups, and other stakeholders to ensure that the values and needs of the affected communities are identified and carefully considered in the development of transportation projects; and

WHEREAS, Bicycle and pedestrian ways must be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into State plans and programs; and

WHEREAS, The State's complete streets law requires bicycle and pedestrian ways to be established in or within one mile of an urban area in conjunction with the construction, reconstruction, or other change of any State transportation facility, except in pavement resurfacing projects that do not widen the existing traveled way or do not provide stabilized shoulders, or where approved by the Secretary of Transportation based upon documented safety issues, excessive cost or absence of need; and

WHEREAS, During the development of highway projects throughout the State, IDOT gives consideration to accommodating bicyclists and pedestrians on a need-basis; and

WHEREAS, IDOT has presented the (*local authority*), for its consideration, a bicycle and/or pedestrian improvement with funding to be split 80% State, 20% local with maintenance to be provided by (*IDOT/unit of local government*); therefore, be it

RESOLVED, That the (*local authority*) hereby rejects IDOT's proposed bicycle and/or pedestrian improvement and acknowledges that such rejection will result in a cancellation of the proposed improvement; and be it further

RESOLVED, That a suitable copy of this resolution be presented to the Project Engineer associated with the proposal, or his or her equivalent, within IDOT.

			AGENDA ITEM EXECUTIVE SUMMARY  Recommendation to Approve a Budget Addition for St. Charles Park District East Side Sports Complex New Service to Northern Fields							
		Title:								
	IARLES 1 8 3 4	Presenter:	Tom Bruhl							
Please ch	heck appro	opriate box:								
G	lovernmen	t Operations		X	Gove	ernment	Service	vices 06.25.12		
P	lanning &	Development			City	Council				
P	ublic Hear	ring						***************************************		
Estimated	d Cost:	\$70,000		Budg	eted:	YES	X	NO		
If NO, pl	ease expla	in how item will	be funded:				<u> </u>			
	e Summa									
The Park the possib Enforcem	District ex ole uncerta nent Office	e and the job appe 100% by revenue	t. Plans have bee ars to be moving	n subn forwar	nitted t	hrough t	he Buil	ding and C	Code	
Attachm	ents: (plea	ase list)								
Budget R	evision Fo	orm								
Recomm	endation /	Suggested Action	on (briefly explain	ı):				14000-1		
		val of a budget ade ex new service to		unt of §	570,000	) for St.	Charles	Park Dist	rict East	
For office	use only:	Agenda Iten	ı Number: 5.g							

# BUDGET REVISION REQUEST FORM

Department	: Electri	c	Date	Requested:	June 25, 2012
Purpose of	Request/Comments (	Attach additio	nal pages if n	ecessary)	
Add funds to	o Electric budget for p	urpose of procu	ring labor and	material for	new service at
East Side Pa	ark District facility. Th	is budget addit	ion will be off	set by revenu	ue from Park District.
					a sylvation time
Manufacture .					
<u> </u>		Equal Dolla	ar Transfer		
	Amount	-			
		Account No		· · · · · · · · · · · · · · · · · · ·	
From			To		
Accounting			Accounting		
Unit:	Accoun	ıt:	Unit: _		Account:
	Activity:		A	Activity:	
	Addition (o	or Decrease)	to Denartm	ient Budge	at.
	1144111011 (0	1 Decrease,	то вериген	iciic Buuse	•
Accounting	200521 Assau	-t- 5(205	A	\$70 O	20
Unit:	200521 Accour	nt: 56205	Amount _	\$70,00	<u></u>
Activity:	C261204535				
Originator:	T Bruhl				June 25, 2012
J					Date
Depatment F	Head:		***************************************		Data
Dir. Of Finar	nce/Administration:				Date
					Date
For Finance	Use Only ered and updated				
ixevision end	ered and updated	Date			
By:				!	

		AGENDA I	TEM E	EXECU	TIVE S	UMMA	RY	
	Title:	Recommendation to Approve Easement at 410 S. Kirk Road  Tom Bruhl						
ST. CHARLES	Presenter:							
Please check appr	opriate hox:							
	nt Operations		X	Gove	ernment	Services	s 06.25.12	***************************************
Planning &	Development			City	Council			
Public Hea	ring					·		
Estimated Cost:	\$0		Budg	eted:	YES	X	NO	
If NO. please expla	If NO, please explain how item will be funded:							
Executive Summa	150.							
Electric facilities we the customer. And	vere placed on Ar						nefit of the	e City and
Attachments: (ple	ase list)							
Plat of Easement								
Recommendation	/ Suggested Acti	on (briefly explai	n):					
Staff recommends	approval and acce	eptance of easeme	nt at 41	0 S. K	irk Roac	l.	70704897	

Agenda Item Number: 5.h

For office use only:

	AGENDA ITEM EXECUTIVE SUMMARY								
	Title:	Recommendation to Approve Parking Lot Sweeping Maintenance Contract with Alliance Sweeping							
ST. CHARLES	Presenter:	Peter Suhr							
Please check appropri	ate box:								
Government O	perations		X	Gove	ernment	Services	s 06.25.12		
Planning & De	velopment			City	Council				
Public Hearing		<del> </del>							
Estimated Cost: \$3	1,471		Budg	eted:	YES	X	NO		
If NO, please explain l		he funded:	Daag		120				
II NO, piease explain i	IOW Item will	de funded.							
<b>Executive Summary:</b>									
Since 2008, the City has been utilizing Alliance Sweeping to help maintain our city parking lots and parking decks. Starting in the spring and continuing up to our first snow event, Alliance sweeps our parking lots and parking decks one (1) time each week. On occasion, they are available for Special Services such as clean up after a parade. This year we have budgeted for \$31,471 for Alliance Sweeping Services to continue this service.									
Attachments: (please list)									
Proposal from Alliance	Sweeping to	provide parking	lot & pa	arking	deck sw	eeping s	service.		
Recommendation / Su	aggested Action	on (briefly explai	n):						
Recommend waiving t amount of \$31,471.	he formal bid	process and acce	pt a pro	posal f	from All	iance Sv	weeping in	an	

Agenda Item Number: 5.i

For office use only:



# MARK@ALLAINCE-SWEEPING.COM PARKING LOT SWEEPING



City of St. Charles Attn: Peter Suhr Saint Charles, Il 60174 psuhr@stcharles.il.gov

May 2, 2012

Location: City of St. Charles

630-377-4405

Municipal Lots Saint Charles, Il 60174

630-513-7442 FAX

We hereby propose and agree to perform the following work according to the specifications set forth as follows:

2012 Budget

Page 1 of 3

#### **WEEKLY**:

Machine sweep all exterior asphalt parking lot surfaces of the following locations. Broom sweep curbs and corners. Remove most dirt and debris.

<u>LOTS</u> :	Price Per Cleaning:
Lot A	\$35.00
Lot B	\$60.00
Lot C	\$35.00
Lot E	\$30.00
Lot F	\$40.00
Lot G	\$75.00

INSURANCE: We are fully insured with Commercial General Liability coverage including Contractual Liability, Completed Operations insurance as well as Statuary Workman's Compensation. Certificates of insurance are available upon receipt of signed contract. Cost subject to change for additional special coverage.

Your acceptance of this proposal will constitute a CONTRACT between us. This contract may be cancelled by either party upon ninety (90) days written cancellation notice. Unless otherwise stated, this contract will be self-renewing after one year.

Prices quoted above are based upon standard lot sweeping practices. Any deviation or alteration of the above specifications will be executed only upon written

Customer represents and warrants that, during the term of this agreement and for one year thereafter, customer will not hire any current or former employee of Alliance Sweeping Services without the written consent of Alliance Sweeping Services.

TERMS: Net 30 days, 2% monthly service charge on all past due accounts. As a condition of this contract, you agree to pay all cost of collection if this account becomes delinquent.

Approved and accepted by:	ALLIANCE SWEEPING SERVICES				
	Mark Michaels, President				
Date:					



# MARK@ALLAINCE-SWEEPING.COM PARKING LOT SWEEPING



City of St. Charles Attn: Tony Whitaker Municipal Lots

Saint Charles, Il 60174

twhitaker@stcharles.il.gov

May 2, 2012

Location: City of St. Charles Municipal Lots

Saint Charles, Il 60174

630-377-4405

630-513-7442 FAX

We hereby propose and agree to perform the following work according to the specifications set forth as follows:

2012 Budget

Page 2 of 3

#### WEEKLY:

Machine sweep all exterior asphalt parking lot surfaces of the following locations. Broom sweep curbs and corners. Remove most dirt and debris.

<u>LOTS</u> :	Price Per Cleaning:
Lot H	\$60.00
Lot J	\$80.00
Lot K	\$50.00
Lot L	\$45.00
Lot N	\$50.00
Lot O	\$55.00

**INSURANCE**: We are fully insured with Commercial General Liability coverage including Contractual Liability, Completed Operations insurance as well as Statuary Workman's Compensation. <u>Certificates of insurance are available upon receipt of signed contract. Cost subject to change for additional special coverage.</u>

Prices quoted above are based upon standard lot sweeping practices. Any deviation or alteration of the above specifications will be executed only upon written authorization.

Customer represents and warrants that, during the term of this agreement and for one year thereafter, customer will not hire any current or former employee of Alliance Sweeping Services without the written consent of Alliance Sweeping Services.

TERMS: Net 30 days, 2% monthly service charge on all past due accounts. As a condition of this contract, you agree to pay all cost of collection if this account becomes delinquent.

Approved and accepted by:	ALLIANCE SWEEPING SERVICES
	Mark Michaels, President
Date:	

Your acceptance of this proposal will constitute a CONTRACT between us. This contract may be cancelled by either party upon ninety (90) days written cancellation notice. Unless otherwise stated, this contract will be self-renewing after one year.



# MARK@ALLAINCE-SWEEPING.COM PARKING LOT SWEEPING



City of St. Charles Attn: Tony Whitaker Municipal Lots Saint Charles, Il 60174 twhitaker@stcharles.il.gov May 2, 2012

Location: City of St. Charles

Municipal Lots Saint Charles, Il 60174 630-377-4405

630-513-7442 FAX

We hereby propose and agree to perform the following work according to the specifications set forth as follows:

2012 Budget

Page 3 of 3

#### **WEEKLY**:

Machine sweep all exterior asphalt parking lot surfaces of the following locations. Broom sweep curbs and corners. Remove most dirt and debris.

LOTS:	Price Per Cleaning:
Lot P	\$95.00
Lot Q	\$45.00
Lot R	\$45.00
Lot T	\$35.00
Lot U	\$50.00

INSURANCE: We are fully insured with Commercial General Liability coverage including Contractual Liability, Completed Operations insurance as well as Statuary Workman's Compensation. Certificates of insurance are available upon receipt of signed contract. Cost subject to change for additional special coverage.

Your acceptance of this proposal will constitute a CONTRACT between us. This contract may be cancelled by either party upon ninety (90) days written cancellation notice. Unless otherwise stated, this contract will be self-renewing after one year.

Prices quoted above are based upon standard lot sweeping practices. Any deviation or alteration of the above specifications will be executed only upon written authorization.

Customer represents and warrants that, during the term of this agreement and for one year thereafter, customer will not hire any current or former employee of Alliance Sweeping Services without the written consent of Alliance Sweeping Services.

TERMS: Net 30 days, 2% monthly service charge on all past due accounts. As a condition of this contract, you agree to pay all cost of collection if this account becomes delinquent.

Approved and accepted by:	ALLIANCE SWEEPING SERVICES
Date	Mark Michaels, President



# MARK@ALLAINCE-SWEEPING.COM PARKING LOT SWEEPING



City of St. Charles Attn: Tony Whitaker Saint Charles, Il 60174 twhitaker@stcharles.il.gov

Location: City of St. Charles

Municipal Lots

Saint Charles, Il 60174

May 2, 2012

630-377-4405

630-513-7442 FAX

We hereby propose and agree to perform the following work according to the specifications set forth as follows:

2012 Budget

Page 4 of 4

#### WEEKLY:

Machine sweep all exterior asphalt parking lot surfaces of the following locations. Broom sweep curbs and corners. Remove most dirt and debris.

LOTS: Price Per Cleaning:

200 Walnut

\$75

100 Illinois

\$175

INSURANCE: We are fully insured with Commercial General Liability coverage including Contractual Liability, Completed Operations insurance as well as Statuary Workman's Compensation. Certificates of insurance are available upon receipt of signed contract. Cost subject to change for additional special coverage.

Your acceptance of this proposal will constitute a CONTRACT between us. This contract may be cancelled by either party upon ninety (90) days written cancellation notice. Unless otherwise stated, this contract will be self-renewing after one year.

Prices quoted above are based upon standard lot sweeping practices. Any deviation or alteration of the above specifications will be executed only upon written authorization.

Customer represents and warrants that, during the term of this agreement and for one year thereafter, customer will not hire any current or former employee of Alliance Sweeping Services without the written consent of Alliance Sweeping Services.

TERMS: Net 30 days, 2% monthly service charge on all past due accounts. As a condition of this contract, you agree to pay all cost of collection if this account becomes delinquent.

Approved and accepted by:	ALLIANCE SWEEPING SERVICES
	Mark Michaels, President
Dota	

#### 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:

Alliance Sweeping Service, Inc. 1601 Atlantic Drive, Unit 137 West Chicago, IL 60185

For the purchase of: Parking Lot & Parking Deck Sweeping Maintenance Service

At a cost of: \$31,471

Reason for the request to waive the bid procedure: Alliance Sweeping has provided the City with excellent service since 2008 and leaves us with no doubt they will continue to do so. In effort to help maintain our fiscal responsibility, Alliance Sweeping has held their pricing in the last two consecutive years. This year, under separate agreement, we solicited pricing from four other sweeping vendors. Alliance Sweeping provided the most cost competitive quote.

Other Quotations Received: None
Date: <u>6/25/2012</u>
Requested by:
Department Director:
Purchasing Manager:
Committee Chairman:

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.

			AGENDA I	TEM E	EXECU	JTIVE S	UMMA	RY	
		Title:	Approval to Issue an Open Purchase Order with Zimmerman Ford for Non-Stocked Automotive Parts						
	CHARLES CE 1834	Presenter:	Peter Suhr						
Please	check appropr	iate box:		11. 3.00000 -00000 -0000					
	Government C	perations	X	Gov	ernment	Services	s 06.25.20	)12	
	Planning & De	evelopment			City	Council			
	Public Hearing	9							
	10	10.000		D   1	. 1	TING	*7	1 210	
Estima	ited Cost: \$2	40,000		Budg	eted:	YES	X	NO	
If NO,	please explain	how item will	be funded:						
Execu	tive Summary:								
Zimme purcha would trucks) \$40,00 most by	erman Ford, for sed these parts be purchased of We are estim 0, with the unit rake parts, batte	non-stocked g from Zimmerr n an as needed ating the overa costs of the pa eries, etc. are s	an open/blanket prenuine Ford automan Ford for year basis to repair or all cost of automounts varying dependenced in Inventomorder are only generated.	emotive es but or ur Ford otive par ending or ory Con-	parts for sepand fleet we sepand the part of the part	for vehice rate pure rehicles ( m Zimme vart itself pair part	le maint hase ord cars, SU erman F (Filte s ordere	enance.  lers. All  JV's and I  ord to be a  rs, miniat  d from Zi	We have parts ight duty about ure bulbs,
Attach	ments: (please	list)							
Bid Wa						W-11-0-2			
Recom	mendation / S	uggested Acti	on (briefly explai	in):					
	_		process and approcess and pprocess and approcess are approximately appro		issue a	n open p	ourchase	order wi	th

Agenda Item Number: 5.j

For office use only:

#### 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:

Zimmerman Ford, Inc. 2525 E. Main Street St. Charles, IL 60174

For the purchase of: Genuine Ford Automotive Parts

At a cost of: \$40,000

Other Quotations Received: None

Reason for the request to waive the bid procedure: Zimmerman Ford is a local automotive dealer and shop that has been providing parts and services to the City of St. Charles for many years. Zimmerman has always provided excellent service and provides us with non-stock Genuine Ford Parts at the most competitive rates. Their close proximity to our Fleet Department allows for quick and easy parts pick-up and service to the various Ford Trucks we own.

<u> </u>
Date: <u>6/25/2012</u>
Requested by:
Department Director:
Purchasing Manager:
Committee Chairman:

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.

		AGENDA	ITEM I	EXECU	TIVE S	UMMA:	RY	
	Title:	Recommen Proposal fo			-	-	ng Service	es
ST. CHARLES	Presenter:	John Lamb						
Please check appro	priate box:							
Governmen	t Operations					s 6.25.12		
Planning &	Development		City Council					
Public Hear	ing							
Estimated Cost:	\$59,637.00		Budg	geted:	YES	X	NO	
f NO, please expla	in how item will	be funded:					<u> </u>	
Executive Summa	ry:					***************************************		
Staff budgeted for courrent budget. This The lift station structure.	lesign and constr is lift station is al	ong Dunham Ro ches and other n	oad and l netal cor	has bee nponen	n in serv ts have s	rice for t significa	twenty-five intly deterio	year: rated

station. Three proposals were received with all proposals under \$20,000. Staff chose Trotter and Associates due to their quote amount and content of proposal. Trotter & Associates submitted an

assessment of the lift station. It included preliminary design, rehabilitation suggestions and associated

As stated Trotter and Associates were chosen for the assessment as a result of an RFP process. Due to this, their preliminary report and familiarity with the system staff recommends Trotter and Associates for the design and construction engineering of the lift station.

**Attachments:** (please list)

Engineering Proposal from Trotter and Associates

costs including design and construction engineering.

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

Recommendation to approve proposal from Trotter and Associates in the amount of \$59,637.00 and a resolution authorizing the Mayor and Clerk to execute on behalf of the City of St. Charles.

For office use only: Agenda Item Number: 5.k



## **SERVICES AGREEMENT**

### Between

# The City of St Charles

And

Trotter and Associates, Inc.

for

# ENGINEERING SERVICES FOR ROYAL FOX LIFT STATION II REHABILITATION

**Dated: June 8, 2012** 

The City of St Charles Standard Terms and Conditions



#### THE CITY OF ST. CHARLES

# AGREEMENT BETWEEN THE CITY OF ST CHARLES AND TROTTER AND ASSOCIATES, INC.

THIS SERVICES AGREEMENT (hereinafter referred to as "Agreement" or "Contract") is dated this 8<sup>th</sup> day of June, 2012, in the City of St Charles, State of Illinois, by and between the City of St Charles hereinafter referred to as "City", and Trotter & Associates, Inc., an Illinois limited liability company, hereinafter referred to as "Engineer". NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. Contract Documents. This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however, unless otherwise specifically provided for herein, this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract
All Certifications required by the City of St. Charles
Exhibit A – Supplemental Scope Document
Exhibit B – Schedule of Hourly Rates and Reimbursable Expenses

- 2. Scope of Services. The Engineer shall perform design, bidding and construction engineering services as described "Exhibit A Supplemental Scope Document" with respect to the Royal Fox Lift Station II Rehabilitation, for the lump sum of \$59,637.00.
- 3. Term. This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously pursuant to the time frames set forth in the Request for Proposals. This Contract shall terminate upon completion of the WORK, but may be terminated in accordance with Section 3.1 and/or Section 3.2.

The Engineer shall not be in default of the time limits hereunder if the Engineer is prevented from performing any of its obligations hereunder due to any accident, fire, strike, shortage of materials, acts of God or other causes beyond the Engineer's reasonable control (but shall not include economic hardship).

3.1 Termination for Cause. The City may terminate this Contract, in whole or in part, immediately upon notice to the Engineer if it is determined that the actions, or failure to act, of the Engineer, its agents, employees or sub-consultant have caused, or reasonably could cause jeopardy to health, safety, or property. If Engineer fails to perform to the City's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the City shall provide written notice to the Engineer requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice. If the breach or noncompliance is not remedied by that date the City may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.



3.2 Termination for Convenience. Following thirty (30) days written notice, the City may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Engineer. Following any such termination for convenience, the Engineer shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

#### 4. Payment Terms and Conditions

- **4.1** By submitting an invoice, Engineer certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through the most recent 30 day service period.
- 4.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 III. Adm. Code 900) when applicable.
- 4.3 The City shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.
- 4.4 This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires Engineers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All Engineers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.
- 4.5 As a condition of receiving payment, Engineer must pay its suppliers and according to the terms of their respective contracts. Engineer shall provide lien waivers to the City upon request.
- 5. Standard of Performance. Engineer represents that it is qualified to perform the Services and that it possesses and will continue to possess at its sole cost and expense, all necessary licenses, registrations, permits, and personnel or will obtain such licenses, registrations, permits and personnel prior to the time required. Engineer also represents that it has extensive knowledge of, and will comply with, all applicable laws, rules and regulations.
- **6. Warranties for Supplies and Services.** Engineer shall obtain all applicable guarantees and warranties from suppliers and provide the same to the City. Engineer warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Engineer shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or City policies.
- 7. **Sub-consultants.** Engineer shall perform the Services using the personnel and sub-consultant listed in response to the Request for Proposal. Engineer shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of this scope of services. Engineer may substitute personnel or sub-consultants prior to any such sub-consultants commencing work only upon City's written consent, which may be withheld or delayed in City's discretion.

#### The City of St Charles Standard Terms and Conditions



8. Representatives for Both Parties. Both parties shall designate a representative, authorized to act on the parties' behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Engineer's services. The parties may delegate all or some of the Request for Proposals representatives' role and function to some other representative.

#### Indemnification and Liability.

- 9.1 To the fullest extent permitted by law, the Engineer shall be required to defend, indemnify and hold harmless the City, its officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials and employees, arising in whole or in part or in consequence of the negligent performance of the work by the Engineer, its employees, or which may in anywise result therefore, except that arising out of sole legal cause of the City, its agents or employees. The term "damages" in the previous sentence shall include all reasonable attorneys' fees and other court costs incurred by the City as a consequence of the negligent performance of the work by the Engineer or its employees. In the event of joint or concurrent negligence, the Engineer's indemnification shall bear that portion of the loss or expense that its (and its employees) share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and/or expenses.
- 9.2 Engineer shall acknowledge that it expressly understands and agrees that any performance bond or insurance policies required by contract, or otherwise provided by the Engineer, shall in no way limit the Engineer's responsibility to indemnify, keep and save harmless and defend the City, its officials, agents and employees as provided by contract.
- 9.3 Engineer shall also agree to be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Engineer's, or supplier', performance of, or failure to perform, the work or any part thereof. Engineer shall be permitted to contest any such fines or penalties in administrative or court proceedings; provided, however, that Engineer shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Engineer shall be held solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.
- 9.4 Engineer shall place in its sub-consulting agreements and cause it's to agree to indemnities and insurance obligations in favor of City and other Indemnitees in the exact form and substance of those contained in this Agreement.



10. Notices. City and Engineer shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier, or delivery service with signature required, as follows:

City:

City of St. Charles 2 E Main St St Charles, IL 60174

Attn: Mayor Donald DeWitte

Engineer:

Trotter and Associates, Inc 40W201 Wasco Road St Charles, IL 60175

Attn: Scott Trotter, P.E.

Or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.

- 11. Insurance. Engineer shall comply with all requirements set forth in the Request for Proposal, which is attached and made a part of this Agreement.
- 12. Independent Engineer. Engineer shall at all times be deemed an independent Engineer wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between City and Engineer, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Engineer shall pay all taxes levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Upon full payment, the Engineer will issue City a receipt, relieving City of all liability for any tax relating to the scope of this Agreement. The Engineer shall pay all other taxes including but not limited to any applicable city, county or other business tax, not explicitly assumed in writing by City hereunder. The Engineer shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.
- 13. Confidentiality. Each Party, including its agents to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the

The City of St Charles Standard Terms and Conditions



disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

14. Ownership of Work Product/Public Records Act. Any interest (including copyright interests) of Engineer in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) related to the Request for Proposals prepared by Engineer at any time in connection with the Services, shall be, immediately upon its creation, the property of the City. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of City. In the event that it is ever determined that any works and any former works created by Engineer under this Agreement are not works for hire under U.S. law, Engineer hereby assigns to City all copyrights to such works when and as created. With City's prior written approval, Engineer may retain and use copies of such works for reference and as documentation of experience and capabilities.

Both parties understand and agree that City must comply with the State of Illinois Freedom of Information Act (FOIA). If Engineer believes that any document or information furnished to City in connection with Engineer's performance of Services is exempt from public disclosure under the Act, it shall so advise City in writing at the time the document or information is furnished.

The Engineer shall also maintain full compliance with all provisions FOIA, including, but not limited to, providing any requested records subject to FOIA within the deadlines provided by FOIA. Failure by the Engineer to maintain compliance with any FOIA provisions shall result in the assessment of any and all penalties, damages, and/or costs incurred by the City due to said failure to the Engineer, which shall be paid immediately by the Engineer upon demand of the same by the City.

- Audit/Retention of Records. Engineer shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the City under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Engineer for a period of three years from the later of the date of final payment under the Contract or completion of the Contract for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the City, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Engineers shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the Contract for which adequate books and records are not available to support the purported disbursement. The Engineer shall not impose a charge for audit or examination of the Engineer's books and records. If federal funds are used to pay contract costs, the Engineer must retain its records for five years. Engineer shall take reasonable steps to insure that any sub-consultant is in compliance with the requirements of this section.
- 16. Non-discrimination. Engineer shall not discriminate against any employee or applicant for employment, nor against any sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Engineer shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Engineer shall provide all information reasonably requested by City to verify compliance with such matters. Engineer stipulates, acknowledges and agrees that City has the right to monitor Engineer's compliance with all applicable non-discrimination requirements, and may impose



sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

- 17. **Disputes.** Engineer shall continue its work throughout the course of any dispute, and Engineer's failure to continue work during a dispute shall be a material breach of this Agreement. Engineer shall continue to receive payment under this Agreement for work that is unrelated to the dispute and completed in accordance with this Agreement. Engineer shall continue its work throughout the course of any dispute, and Engineer's failure to continue work during a dispute shall be a material breach of this Agreement.
- 18. No incidental, etc. damages. Neither party to this Contract shall be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of use, loss of business, loss of income, or loss of reputation, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- 19. No Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- 20. Entire Agreement. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of Request for Proposals. This Agreement shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.
- 21. No Waiver. The granting of any payments, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way limit Engineer's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and Engineer.
- 22. Provision of St Charles Municipal Code. All proposals and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended and which are incorporated herein by reference.
- 23. Survival. Provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful proposer, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.
- 24. Statutes of Limitation. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects. The commencement and running of the statute of limitations for latent defects shall be as provided by Illinois State Law.
- **25. Miscellaneous.** Engineer shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by City in a written instrument executed and

#### The City of St Charles Standard Terms and Conditions



approved by City in writing. Subject to the foregoing, this Agreement shall bind the parties, and their permitted successors and assigns.

Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

Captions to sections and subsections are for the convenience of the parties, and are not to be considered when construing this Agreement.

The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement.

All terms not otherwise defined in this Agreement shall have the meanings provided in the other CONTRACT DOCUMENTS.

Venue for any litigation arising out of this Contract shall be exclusively in the 16<sup>th</sup> Judicial Circuit Court, Kane County, Illinois.

[SIGNATURE PAGE FOLLOWS]

### The City of St Charles Standard Terms and Conditions



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF ST CHARLES
Ву:
Donald P. DeWitte, Mayor
Attest:
City Clerk
ony one in
TROTTER AND ASSOCIATES, INC.
By:
11/15/
Robert Scott Trotter, President
( January )
Attest
Colin F. Shulick, Vice President

#### Exhibit A

#### Supplemental Scope Document

#### Scope of Work

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

City shall make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services:

- Property descriptions, zoning, deed, and other land use restrictions.
- Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
- Any previous data or studies conducted that may assist selected firm in preparing design.
- Engineer shall not solely rely on City provided data or information. Independent confirmation may be required.

#### 1. Study and Report Phase – Project Report

- 1.1 Meet with City staff to compile the necessary data to complete a project specific report as outline in 1.9 as well as pertinent information regarding site layout and operations.
- 1.2 Submit Illinois EPA Loan Pre-application
- 1.3 Conduct a minimum of three meetings with staff (and vendors) to review sludge dewatering and conveyance technologies including centrifuges, belt filter press, screw press, screw conveyors, belt conveyors and any other technologies.
- 1.4 Conduct as many site visits as necessary for conceptual layouts to facilities with the selected technology.
- 1.5 Develop minimum of two conceptual site plans with layout of proposed structure(s), traffic routing, conceptual piping, and sequence of construction to keep existing system in operation during construction.
- 1.6 Identify location most effective for utilizing site and maximizing efficiency
- 1.7 Develop a conceptual construction sequencing plan.
- 1.8 Based on the conceptual design, prepare conceptual cost estimate for the proposed improvements

- 1.9 Development of a Project Specific Report for the Biosolids and Main Plant Building Improvements to address the twelve items outline below to meet the Illinois EPA Low Interest Loan Requirements
  - a. Loan applicant's background information including location, historical population, make-up of customer base, conditions affecting growth, and 20 year design population/ customer base.
  - b. Map(s) of existing FPA boundaries and discussion of any necessary modifications.
  - c. Detailed description of the Existing collection system and treatment facilities, along with a clear identification for the need of the proposed project(s)
  - d. Where applicable, information regarding an anti-degradation analysis pursuant to III. Adm. Code 35 Section 302.105 for a new or modified NPDES Permit.
  - e. Discussion of existing and proposed NPDES Permit limits.
  - f. Detailed discussion of the chosen alternative's capabilities to maintain compliance with all applicable laws and regulations in addition to addressing the identified system needs(s).
  - g. Basis of design for Chosen Alternative. The preliminary engineering data should include to the extent appropriate, flow diagrams, unit process descriptions, detention times, flow rates, unit capacities, etc. to demonstrate that the proposed project will be designed in accordance with Ill. Adm. Code 370.
  - h. Inventory of environmental impacts of the chosen alternative and a discussion of the measures required during design and construction to mitigate or minimize negative environmental impacts. The discussion should address at a minimum; rare and endangered species, historical and cultural resources, prime agricultural land, air and water quality, recreational areas, wetlands, floodplains, and other sensitive environmental areas. (Loan applicant Environmental Checklist must be signed by the loan applicant's authorized representative and submitted to the Agency with all applicable sign-off's before final planning approval can be issued.)
  - i. Reproducible 8.5 x 11 inch map(s) showing the project(s) location(s) relative to the community.
  - j. Detailed cost estimate for the alternative selected, including both capital and O, M & R costs over the twenty year planning period. The estimate should include cost items for design engineering, construction engineering, bidding, legal, construction and contingency.
  - k. Implementation plan for the proposed project including the anticipated construction schedule, the financial schedule, including financial arrangements for assuming adequate annual debt service and O, M & R coverage requirements and

- a description of the dedicated source of revenue necessary for loan repayment. List any other funding involved in the project.
- 1. Detailed description of the existing residential rate structure, average water consumption or basis for billing, current average monthly residential bill, any proposed rate changes and the proposed average monthly residential bill as a result of the project(s).
- 1.10 Submit 3 copies of the completed Report to Illinois EPA for Review.
- 2. Preparation of IEPA Low Interest Loan Application
  - 2.1 Develop and submit planning documents as required by the IEPA
  - 2.2 Prepare Environmental Sign-off Checklist
  - 2.3 Work with the City to develop the required ordinances/resolutions.
  - 2.4 Incorporate IEPA required contract documents into the project specifications
  - 2.5 Assist City in completion of Illinois EPA Loan Application Package.
    - a. Resolution Authorizing a Representative to Sign Loan Documents
    - b. Loan Program Certifications
    - c. Application Form for Financial Assistance for Wastewater Treatment Facilities
    - d. Certificate Regarding Project Site, Right-of-Ways, Easements and Permits
    - e. Certification Regarding Debarment, Suspension and Other Responsibility Matters
    - f. Resolution of Intent Regarding National Flood Insurance
    - g. Financial Information Checklist
    - h. Ordinance Authorizing Loan Agreement
    - i. Notice of Intent to Borrow Funds and Right to File Petition
    - j. Legal Opinion on authorization to Borrow funds (provided by City)
    - k. 2010 Audit (provided by City)
    - 1. Tax Exemption Certificate and Agreement (provided by City)
    - m. Certificate regarding Project Performance Standards
  - 2.6 Act as liaison between the IEPA Project Manager and the City to address IEPA loan package review comments and correspondence.
- 3. Preliminary Design Phase

- 3.1 Meet with City Staff on a bi-weekly basis to determine equipment selection and design layout details for the project.
- 3.2 Make measured drawings of and investigate existing conditions or facilities, or to verify the accuracy of as-built drawings or other information furnished by the City
- 3.3 Make necessary field surveys and topographic surveys for design purposes.
- 3.4 Conduct a minimum of six soil borings at proposed building locations to determine site suitability
- 3.5 Develop a minimum of three architectural designs for City staff consideration.
- 3.6 Prepare 30% Preliminary Design phase documents consisting of engineering calculations, preliminary drawings, and written descriptions of the Project.
- 3.7 Advise City if additional reports, data, information, or testing services are necessary and assist City in obtaining such reports, data, information, or services
- 3.8 Submit to the City two copies of Preliminary Design Phase documents and revised opinion of probable Construction Cost within 60 days after authorization to proceed with this phase.

#### 4. Design and Development Phase

- 4.1 Based on the approved Preliminary Design Phase, prepare Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor for the existing main plant building, proposed power distribution/operations building and the proposed sludge handling building. Include the following but is not limited to these drawings.
  - a. General Construction Details and Notes
  - b. 60% Site Civil Drawings showing roadway improvements, underground utilities, process piping, site grading and landscaping.
  - c. 60% Demolition drawings showing existing structures and utilities to be removed.
  - d. 60% Architectural drawings including layout and elevation views.
  - e. 60% Structural drawings including layout and sections
  - f. 60% Process drawings including the equipment layout, valves, meters and process piping.
  - g. 60% Mechanical drawings depicting general arrangement of HVAC system and plumbing requirements.
  - h. 60% Electrical Drawings depicting power distribution requirements for generator and pump system.
  - i. 60% Instrumentation drawings depicting the scope and extent of the proposed control system.

- j. 60% Project specifications with all process equipment selected in accordance with the 16 Division CSI Format.
- 4.2 Coordinate with Sub-consultants and other engineers as required to deliver the drawings and specifications.
- 4.3 Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer

#### 5. Final Design Phase

- 5.1 Based on the approved Preliminary Plan, prepare Final Engineering Plans and Specifications to show the scope, extent, and character of the work to be furnished and performed by the Contractor.
  - a. General Construction Details and Notes
  - b. 95% Site Civil Drawings showing roadway improvements, underground utilities, process piping, site grading and landscaping.
  - c. 95% Demolition drawings detailing existing structures and utilities to be removed.
  - d. 95% Architectural drawings including floor plans, elevations, sections, details and schedules.
  - e. 95% Structural drawings including plans, sections, details and schedules.
  - f. 95% Process drawings including the plans, section and details depicting equipment, conveyors, pumping systems, and miscellaneous process piping.
  - g. 95% Mechanical drawings depicting layout, details and schedule for HVAC system and plumbing improvements.
  - h. 95% Electrical Drawings depicting power and lighting layout, details, one-line diagrams, control diagrams, and schedules
  - i. 95% Instrumentation drawings depicting the overall SCADA System, the proposed process within the project including primary elements, control panels, and ple's scope and extent of the proposed control system.
  - j. 95% Project specifications in accordance with the 16 Division CSI Format.
- 5.2 Submit final engineering plans and specifications to Illinois EPA for construct and operate permit.
- Prepare an opinion of probable cost, based on the Final Engineering Plans. Update the opinion of probable cost based on the revised plans and specifications.

- 5.4 Provide 95% complete plans to the City and effected agencies for review and approval. Provide revised plans and specifications to the City for review and approval.
- 5.5 Make minor revisions to the plans to incorporate changes required by reviewing agencies. Revise plans in accordance with additional comments.
- 5.6 Acquire permits through all pertinent jurisdictional agencies.

#### 6. Bidding or Negotiating Phase

- 6.1 Prepare for review and approval by City, contract agreement forms, general conditions and supplemental general conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- 6.2 Attend a pre-bid meeting with City and prospective bidders
- Respond to questions about bid documents. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents
- 6.4 Attend bid opening, prepare bid tabulation, and assist the City in reviewing the bids, participate in any negotiations or clarification discussion and awarding contracts.
- 6.5 Furnish and supply drawings and project specification copies as required.
- 6.6 Submit documentation and bids to the Illinois EPA for approval prior to Loan Agreement

#### 7. Construction Phase

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

- 7.1 General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
- 7.2 Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

- 7.3 Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services.
- 7.4 Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- 7.5 Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.
- 7.6 Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
  - Make visits to the Site at intervals appropriate to the various stages of a. construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
  - b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any

Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 7.7 Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 7.8 Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 7.9 Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 7.10 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
- 7.11 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 7.12 Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 7.13 Disagreements between OWNER and Contractor. Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER

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shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- 7.14 Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
  - b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that

there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

- 8. Contractor's Completion Documents.
  - 8.1 Receive.
  - Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
  - 8.3 Substantial.
  - 8.4 Final.
  - 8.5 Preparation.
  - 8.6 Prepare and furnish
- 9. Reimbursibles
  - 9.1 Include all reimbursable costs necessary to support all phases of service required to completely fulfill this scope of work.
- 10. Warranty Period

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10.1 Include costs to provide engineering support during one-year warranty period.

We expect to start our services immediately after receipt of your acceptance of this proposal.

You are expected to furnish us with full information regarding the Project, including all requirements, and any extraordinary considerations or special services needed. You are also expected to make available pertinent existing data.

#### Duties and Responsibilities of the Resident Project Representative

Engineer shall also provide a Resident Project Representative, assistants and other field staff to assist Engineer in observing performance of the work of Contractor. Through more extensive on-site observation of the work in progress and field checks of material and equipment by the Resident Project Representative and assistants, Engineer shall endeavor to provide further protection for Owner against detects and deficiencies in the work of Contractor; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents and in particular the specific limitations set forth in paragraph 1.6 of the "General Provisions" are applicable.

The duties and responsibilities of the Resident Project Representative are limited to those of Engineer in Engineer's Agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

#### A. General.

Resident Project Representative is Engineer's Agent, and will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with Engineer and Contractor. Written communication with Owner will be only through or as directed by Engineer.

#### B. Duties and Responsibilities.

Resident Project Representative will:

- 1. Schedules: Review the progress schedule, schedule of Shop Drawing Submissions and schedule of values prepared by Contractor and consult with Engineer concerning their acceptability.
- 2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.

#### 3. Liaison:

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the

- Contract Documents. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operation.
- b. As requested by Engineer, assist in obtaining from Owner additional details or information, when required at the job site for proper execution of the Work.

#### 4. Shop Drawings and Samples:

- a. Receive and record date of receipt of Shop Drawings and samples which are furnished at the site by Contractor, and notify Engineer of their availability for examination.
- b. Advise Engineer and Contractor or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by Engineer.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
  - b. Report to Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise Engineer when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer.
- 6. Interpretation of Contract Documents: Transmit to Contractor Engineer's clarifications and interpretations of the Contract Documents.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to Engineer.

#### 8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's

- clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Engineer.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

#### 9. Reports:

- a. Furnish Engineer periodic reports as required of progress of the Work and Contractor's compliance with the progress schedule and schedule of Shop Drawing submissions.
- b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- c. Report immediately to Engineer upon the occurrence of any accident.
- 10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to Owner prior to final acceptance of the Work.

#### 12. Completion:

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

#### C. Limitations of Authority:

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

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- 2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
- 3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the Work.
- 4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- 5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
- 6. Shall not authorize Owner to occupy the Project in whole or in part.
- 7. Shall not participate in specialized field or laboratory tests.

# Exhibit B Trotter and Associates, Inc. 2012 Schedule of Hourly Rates

Classification	2012	2012 Billing Rate	
Principal	\$	186.00	
Senior Project Manager	\$	178.00	
Project Manager	\$	160.00	
Professional Land Surveyor	\$	150.00	
Project Coordinator	\$	150.00	
Senior Project Engineer	\$	150.00	
Engineer Level IV	\$	140.00	
Engineer Level III	\$	126.00	
Engineer Level II	\$	111.00	
Engineer Level I	\$	93.25	
Engineering Intern	\$	44.00	
Senior Technician	\$	130.00	
Technician Level IV	\$	114.25	
Technician Level III	\$	103.75	
Technician Level II	\$	93.25	
Technician Level I	\$	84.00	
Clerical Level II	\$	65.00	
Clerical Level I	\$	52.50	
Survey Crew	\$	115.00	
Survey Technician Level II	\$	66.00	
Survey Technician Level I	\$	53.50	
Sub Consultants	Cost Plus 5%		
Reimbursable Expenses	See Exhibit B-1		

Note: On Jamuary 1, 2013 and yearly thereafter, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

Exhibit B-1
Trotter and Associates, Inc.
2012 Schedule of Reimburseable Expenses

Item	Unit	U	nit Price
Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$	0.29
Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$	0.27
Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$	0.25
Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$	0.23
Mylar Engineering Copies up to 24" by 36"	Each	\$	8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$	2.00
Comb Binding > 120 Sheets	Each	\$	4.75
Comb Binding < 120 Sheets	Each	\$	3.50
Binding Strips (Engineering Plans)	Each	\$	1.00
5 Mil Laminating	Each	\$	1.25
Copy 11" x 17" - Color	Each	\$	0.50
Copy 11" x 17" - Black and White	Each	\$	0.25
Copy 8.5" x 11" - Color	Each	\$	0.25
Copy 8.5" x 11" - Black and White	Each	\$	0.12
Recorded Documents	Each	\$	25.00
Plat Research		Time and Material	
Per Diem	Each Day	\$	30.00
Field / Survey Truck	Each Day	\$	45.00
Postage and Freight		Cost	

Note: Prices may be periodically increased by an amount not to exceed increases incurred by TAI.

# AGENDA ITEM EXECUTIVE SUMMARY Title: Recommendation to Approve Ordinance Approving the Disposal of Surplus Fire Department Equipment Fire Chief Patrick Mullen Presenter: ST. CHARLES SIN C E 1834 Please check appropriate box: Government Operations X Government Services 06.25.12 City Council Planning & Development N/A Budgeted: YES NO **Estimated Cost:** If NO, please explain how item will be funded: **Executive Summary:** The Fire Department requests to classify the following equipment as surplus: 1. (3) Sensit HXG-1 Gas Trackers Serial #7830, 7831 and 7832 2. (1) Mini Rae Plus 4 Gas Meter. Serial #095-508682 3. (1) MSA Pulsar CO Meter. Serial # A1-33877 4. (5) MSA Solaris 4 Gas Meters. Serial # A4-26929, A4-26937, A4-26935, A4-26801, A4-33698. All of the listed equipment exceeds service life indicators and none of the monitors are supported for maintenance. All monitors will be recycled according to the electronics disposal guidelines. **Attachments:** (please list) Ordinance for the Disposal of Surplus Fire Department Property

Staff requests approval of the ordinance declaring the listed equipment surplus and authorizing

Agenda Item Number: 6.a

Recommendation / Suggested Action (briefly explain):

disposal.

For office use only:

# City of St. Charles, Illinois Ordinance No. 2012-M

# Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City Of St. Charles

WHEREAS, the City of St. Charles is owner of certain personal property; and

WHEREAS, in the opinion of a simple majority of the Corporate authorities of the City of St. Charles, it is no longer necessary or useful to or for the best interest of the City of St. Charles to retain the personal property; and

WHEREAS, the City of St. Charles deems the personal property as surplus;

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

**SECTION ONE**: Pursuant to Illinois Compiled Statutes, 65ILCS 5/11-76-4, the City Council finds that the following personal property now owned by the City of St. Charles has exceeded the service life indicators and is not supported for maintenance and the best interests of the City of St. Charles will be served by declaring it surplus:

- (3) Sensit HXG-1 Gas Trackers, Serial #s 7830, 7831, and 7832
- (1) Mini Rae Plus 4 Gas Meter, Serial # 095-508682
- (1) MSA Pulsar CO Meter, Serial # A1-33877
- (5) MSA Solaris 4 Gas Meters, Serial #s A4-26929, A4-26937, A4-26801, A4-33698

**SECTION TWO**: Pursuant to said Section 65ILCS 5/11-76-4, the Purchasing Manager be, and he is hereby authorized and directed to recycle the units according to the electronics disposal guidelines.

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this2012.	day o
 PASSED by the City Council of the City of St. Charles, Illinois, this2012.	day of
APPROVED by the Mayor of the City of St. Charles, Illinois, this	_day of

Ordinance NoPage 2		
	Donald P. DeWitte, Mayor	
Attest:		
City Clerk	_	
COUNCIL VOTE:		
Ayes: Nays:		
Absent:		
Abstain:		
APPROVED AS TO FORM:		
City Attorney	_	
Date:		