



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Discussion concerning the Intergovernmental Agreement with School District 303 (Red Gate Road/St. Charles North High School Intersection Improvements).
Presenter:	Mark Koenen

*Please check appropriate box:*

	Government Operations	X	Government Services 05.28.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$500,000 (construction only)	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

Please see attached memo.

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

Memo  
 Minutes from the February 27, 2012 Government Services Committee meeting  
 Minutes from the April 23, 2012 Government Services Committee meeting  
 Minutes from the March 25, 2013 Government Services Committee meeting  
 Intergovernmental agreement

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

Staff seeks direction from the Government Services Committee on how to proceed.

*For office use only:*

*Agenda Item Number: 4.a*

**Engineering Office**

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# Memo

Date: May 28, 2013

To: Mayor Rogina, City Council and Brian Townsend

From: Mark Koenen

RE: Intergovernmental Agreement with School District 303

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Discussion concerning the Intergovernmental Agreement with School District 303  
(Red Gate Road/St. Charles North High School Intersection Improvements)

The City Council's Government Services Committee has previously discussed questions regarding traffic on Red Gate Road on at least two occasions. Materials from the February 27, 2012 and April 23, 2012 meetings are attached to provide background information and to summarize the actions taken.

You will note that there was no direction given to proceed with installing a traffic signal at either the February 27<sup>th</sup> or April 23<sup>rd</sup> meetings. The warrants for installing a traffic signal at this location do not presently exist and are not expected to be satisfied for several years. For these reasons, a traffic signal was not incorporated into the original plans for Red Gate Road/Bridge or the modifications made in 2012. We recognize, however, that additional management of traffic at the Red Gate Road / St. Charles North High School intersection is necessary to promote motorist and pedestrian safety. This traffic management considers peak hour traffic (which may coincide with the beginning and end of the school day or during special District 303 events), the predominant east-west flow of traffic along Red Gate Road and historical motorist's behavior at the subject intersection.

School District 303 representatives believe that the intersection could be safer with the installation of a traffic signal and a right-turn lane into the parking lot. The signal would better control the movement of traffic at the intersection for both vehicles and pedestrians. The right-turn lane would facilitate access to North High School and through traffic at the intersection.

As a result of an offer to share in the cost of the improvements, staff from both organizations developed a plan, completed engineering, sought approval from the Illinois

Department of Transportation, and negotiated an intergovernmental agreement that would split the construction cost of the project.

At the March 25, 2013 Government Services Committee meeting, there was a recommendation made to enter into an Intergovernmental Agreement with School District 303 regarding intersection improvements at Red Gate Road/St. Charles North High School. The proposed agreement would have School District 303 contribute \$250,000 towards the cost of the project. At a subsequent City Council meeting, that recommendation was approved.

On Monday, May 13<sup>th</sup>, the District 303 Board of Education voted 4-2 to reject the Intergovernmental Agreement. Members voiced opinions that this was a City responsibility and that the need for the traffic signal was caused by the opening of the Red Gate Bridge. Those members declined to follow the advice and strong recommendation of Superintendent Don Schlomann to share responsibility for the project.

The District 303 Board did not give adequate consideration to the fact that vehicles travelling to/from North High School represent a significant portion of the volume of traffic on Red Gate Road, particularly during the peak morning and afternoon periods. Finally, Board members did not fully consider that North High School was constructed as a middle school and no transportation or access improvements were made when the facility was subsequently converted to a high school in 2003, even though the amount of vehicle traffic did increase.

Based on prior discussions with District 303, City Council approval, and a desire to have the signal operating in time for the start of the 2013-14 school year, the City awarded a construction contract and work on the project has been initiated. Costs incurred for the intersection improvement include engineering and construction totaling approximately \$200,000. The total cost of the project is estimated at \$570,000.

At this time, the City has 3 main options:

1. Proceed with the project and increase the City's financial participation by \$250,000 to cover the School District's portion.
2. Terminate the project and retain the engineering plans and equipment for a future project to be implemented when warrants for the traffic signal are met.
3. Proceed with a modified project to install the traffic signal, but eliminate the right-turn lane. This option would require additional financial support to address engineering plan revisions, equipment changes and updated IDOT reviews. The range of cost is \$20,000 to \$30,000. This alternative would delay the signal being operational until after school opened in fall, 2013.

At this time, staff seeks direction from the Government Services Committee on how to proceed.

**MINUTES  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
MONDAY, FEBRUARY 27, 2012, 7:00 P.M.**

**Members Present:** Chairman Stellato, Vice-Chairman Turner, Aldr. Monken, Aldr. Carrignan, Aldr. Payleitner, Aldr. Rogina, Aldr. Martin, Aldr. Krieger, Aldr. Bessner, Aldr. Lewis,

**Also Present:** Mayor DeWitte, B. Townsend, M. Koenen, R. Gallas, J. Lamb, P. Suhr, G. Amburgey, T. Bruhl, Chief Lamkin, Chief Mullen, Chris Minick

**6.f. Discussion of Traffic Concerns Regarding Red Gate Road at St. Charles North High School**

**Aldr. Stellato:** This item was put on the agenda tonight at the request of the Homeowners Association from Reserve. I thought we would start by having Mark Koenen make his presentation and I know there are representatives from the Homeowners Association who want to speak afterwards. I would like to ask that after Mark is done, if you are going to come up and give testimony, please give us your name and address for the record before you speak.

**Mark Koenen presented:** I would like to provide background. There has been conversation taking place for 6 to 10 years that focused on traffic and speed on Red Gate Road and cut through traffic through the subdivision which is immediately north of St. Charles North High School known as Rivers Edge. To that effect, the issues we are going to talk about tonight are somewhat precipitated by the plans for the city to build the Red Gate Bridge, so this has been highlighted most recently, but these prompts have been around for a while and they still exist today.

Power Point presentation by Mark Koenen.

In your packet this evening, there is a letter from the traffic engineer represented by the firm of KOLA. For your information, the City of St. Charles is familiar with KLOA. They have been before you, the Planning Commission and Staff presenting proposals for private improvements and they do have a good reputation. Having said that, they went through all the alternatives we offered and they basically came back and said the striping makes sense, the proposal for the right turn lane along Red Gate Road for entrance into the high school makes sense, and the traffic signal is a good improvement to put at the intersection of the high school and Red Gate Road. To that effect, they acknowledged that we can't do it now because we don't meet traffic warrant. But they

did go so far as to look at projected traffic that was done in conjunction with the Red Gate Bridge Proposal. They recited that they felt in the year 2030, traffic warrant would be met for a traffic signal at this location. They also made an additional recommendation; they felt that between now and the time that a traffic signal could be installed that the City would consider some sort of police assistance at the intersection of the high school and Red Gate Road to facilitate movement of vehicles and pedestrians. This is another part of the conversation that the city and the school district need to entertain. That's a dialog that has been initiated, but has not developed sufficiently.

Resume Power Point presentation.

**Aldr. Turner:** For a point of reference; when there was a right turn lane constructed on Campton Hills eastbound by Peck Road – wasn't that a joint venture between the Park District and us when they opened the aquatic park? Or did they pay for that by themselves?

**Mr. Koenen:** In terms of whether they built it or it was built by the developer, I would have to check the plan.

**Aldr. Turner:** I thought I remembered somewhere that it was a joint venture between the city and the Park District, but I know we didn't pay for the whole thing.

**Mr. Koenen:** We did some work out there last summer with crosswalks, and the park district and the city shared in that expense, but that, I believe, was at Springfield and Peck Road.

**Aldr. Turner:** I just wanted to make sure that in the past we have shared the cost with another taxing body on a situation like this.

**Aldr. Rogina:** On the four way stop signs; the \$9,200 expenditure. You indicated to put a stop sign there, warrants would be required.

**Mr. Koenen:** They would be required, and they are not warranted today.

**Aldr. Bessner:** Is this unique to this school, in regards to congestion, traffic concerns, etc.? I'm in a situation where I take my daughter to Wredling and when I turn on Foxwood and turn onto to Red Haw Lane, that's always backed up in the morning. I just don't know if this is just the way it is, or if this is something we can actually fix?

**Mr. Koenen:** I think whenever you have a common start time at any kind of public facility with any kind of major activity, you'll have congestion. You don't build a roadway for that peak condition, so you are always going to have congestion. I do

remember a time when there wasn't a traffic signal at Fox Chase and Dunham and there was not a traffic signal at Kirk and the entrance to St. Charles East on the east side of the school; those signals were built after the fact when warrant was met for a traffic signal. They had to wait for traffic volumes to get to the point where signals could be installed.

**Aldr. Bessner:** Are we getting calls about concerns in other schools?

**Mr. Koenen:** No. I am not receiving any calls.

**Chairman Stellato:** We will take comments from the audience now. Anyone wishing to speak, please come up and give us your name and address for the record.

**Joe Segobiano:** My name is Joe Segobiano and I live at 4155 Meadowview Road. I am the president of the Rivers Edge HOA. To address your point, St. Charles East has five points of entrance and they are all full entrances and one is signalized. St. Charles North has one point of full entrance. Also, that site was intended to be a middle school and not a high school so there is a big difference.

I would like to read a prepared report and then take questions. First, we'd like to thank you on behalf of the Rivers Edge HOA for giving us the opportunity tonight. We are not here to discuss the bridge, I think that has been a misconception. That is not what we are here for. What we are here for is to discuss the operation and safety of the intersection at Red Gate Road and River Ridge, and the entrance to the high school. We are most concerned about the impact of the additional traffic. One thing that Mr. Koenen left out was what the project volumes are, and I will speak to that tonight.

What we are requesting tonight is that the city commit to putting these in part of the bridge scope. With all due respect, I don't think we can go with a handshake in saying that we'll get around to the warrants when they meet it. I think we need to have a commitment from the city to make these improvements, and as part of the Red Gate Road Bridge Scope.

I was before the Mayor in 2008 and I met with him, along with our board. We discussed these safety issues at that time. I was before the Committee in November 2010 to discuss these issues again, and I'm back here over a year later and we still have no commitment from the city. One of the things we noticed early on is that the Red Gate Road Bridge report did not include this intersection. Because it did not include this intersection, we requested information from the city's data on the intersection. We did not receive that data. We requested it in March, and again in April 2011. In July 2011, we informed staff that because we had not received the data, we were going to retain our own engineer to help us come to some conclusions. We retained KLOA who is a very well respected engineering firm in Chicagoland. We met with the city on August 12, 2011 to review the alternatives developed by the city. At that time, we asked again

for additional information. We had not received any information from the city with regard to the current counts of that intersection or what the projected volumes were. The engineer did receive an internal draft; the warrant study on August 16. The accounts were from April 4 and April 5. Our engineer reviewed that document and requested additional information from the city because "the report was inadequate and incomplete". Our engineer came back to us in November having not received any information again and asked if we would like him to go out and conduct counts at that intersection. We did proceed and approve him to go ahead and conduct the counts. The completed report from KLOA was delivered to Alderman Rogina and staff on January 24, 2012.

I want to clarify the report. The purpose of the report was to focus on the intersection of Red Gate Road and Rivers Ridge High School entrance. The report examines the operation of the intersection. The operation refers to the ability of traffic to efficiently flow through the intersection and the management of the flow so that the intersection is safe. The report evaluates existing operations and future operations after the opening of the bridge.

Manual counts were taken at the intersection from 6:00 to 9:00 a.m. and from 2:00 to 6:00 p.m. on Friday, November 11, 2011. Peak for Red Gate Road was 597 cars between 6:30 and 7:30 a.m. and 273 between 4:15 and 5:15 p.m. Peak for Rivers Ridge High School entrance was 250 between the a.m. hours and 342 in the p.m. peak. Cars that made a turning movement onto or from Red Gate Road was 723 cars within an hour. That's one car every five seconds making a turning movement in that intersection. The p.m. peak was 451 cars or 1 car every 8 seconds. Pedestrian traffic was 13 during the a.m. peak and 29 during the p.m. peak. There were 59 buses during the a.m. peak and 51 during the p.m. peak. 70% of the southbound traffic on River Ridge goes into the school in the a.m. peak hour. That is 100% due to cut through traffic that still exists. It comes off of Rt. 31, comes through the neighborhood and comes out on River Ridge.

According to the report, the short westbound left turn and lack of eastbound right turn causes vehicles to block through traffic on Red Gate Road. Then our report looked at the projections; the report we received from the city did not. The report took the same projections that were used in the Red Gate Road bridge report and assumed the projections to be accurate. The glaring concern here is the through traffic. According to the Red Gate Road Bridge report, the through traffic on Red Gate will increase from 75 vehicles to 439 vehicles during the a.m. peak. During the p.m. peak it will increase from 114 vehicles to 400 vehicles. That means on Red Gate Road, a.m. peak will be 961 vehicles, which we believe will be much sooner than 2030 and 961 will warrant signals. The p.m. peak will be 559. One of our concerns is the projected traffic from the bridge report and the accuracy of the projections. The report indicates an increase of traffic on Red Gate Road from 4800 average daily trips for the 2030 no build scenario to 11,100 average daily trips for the 2030 build scenario.

This represents an increase of 130% on Red Gate Road, yet the increase in p.m. according to the Red Gate Road Bridge report is from 540 on the 2030 no build to 610 for the 2030 build which is only 12% increase. Yet they are saying the average daily trips are going to increase 130%, but yet the peak traffic is only going to increase 12%. It gets worse for the a.m. The a.m. 2030 no build was 710, 760 for the build, so there is only an increase of 7% of peak traffic, although there is going to be 130% in average daily trips.

Also, please note in the KLOA a.m. peak report, it's already at 597. The city's report was at approximately 300. What the report suggested and not too far from what Mark said, there is the initial three lane cross with the left turn lane into the school for westbound. Eastbound left turn onto River Ridge, the eastbound right turn lane into the school, a traffic signal when warranted, and we do agree 100% that it's not warranted at this time. However, we feel it can be put in the plans that when the number is warranted, it will be installed. The next option is the traffic officer. This comes straight from KLOA; "traffic cop during the a.m. p.m. peak upon opening of the bridge to assist in the movement of the traffic. Because of the several hundred movements that take place in the center section every morning and afternoon, it is recommended a traffic cop be placed at this intersection". Without this, traffic will be trying to flow through the intersection while other vehicles are attempting to make a turn. We feel these improvements could have been, and still can be easily incorporated into the bridge plans. With this in mind, we forwarded the report to staff so it can be placed on the Council agenda. Mr. Townsend did respond to the report. We thought the report did not adequately address the concerns and we expressed this to Mr. Townsend. I then notified Aldr. Rogina, who said that he and Aldr. Turner agree with Mr. Townsend. At that point, we requested to be put on the agenda and Aldr. Stellato agreed and placed us on the agenda this evening.

Based on the data collected and conclusions we have provided we request the city respect the safety of the residents and commit to these improvements as part of the bridge scope. You have the authority and it appears you have the funds to do so. We ask you do the right thing and make sure the conditions of the intersection are safe.

**Aldr. Rogina:** I assume your homeowners association has also entered into a dialog with School District 303?

**Mr. Segobiano:** We feel very strongly that these issues should have been taken care of. According to Mr. Townsend, that lane should have been put in as part of the school improvement. It wasn't, the city didn't have a chance to review those plans. We do not have an issue with the School District.

**Aldr. Rogina:** So you are suggesting the School District has no liability?

**Mr. Segobiano:** That's between you guys and the school. We aren't saying they are not responsible, but we are saying that our responsibility as tax payers is to the City of St. Charles.

**Aldr. Rogina:** If we entered into conversations with the School District, you don't want any part of that?

**Mr. Segobiano:** As long as our traffic report is represented, no.

**Aldr. Rogina:** You don't want to be actively involved?

**Mr. Segobiano:** As long as the traffic report is represented, no. What we are concerned about is this bridge is going to begin construction again in March and we are just now addressing these issues, even though they were raised four years ago. These are life safety issues. I think that's our biggest frustration. This could have been easily taken care of with the school district when the bridge was being discussed five or more years ago.

**Chairman Stellato:** Is there anyone else in the audience who wants to make any statements or comments? No? Okay. It sounds to me like we've accepted a lot of testimony tonight. Joe, I would like to get a copy of your prepared statement if you have a chance to send it over to us so we can look through that. We've got a lot of choices to consider. Mark, you mentioned that we have begun discussion with the school district, or where does that stand right now with our ongoing talks with the school?

**Mr. Koenen:** Brian Townsend has had a conversation with the school superintendent and Jim Bernahl and I have had conversations with John Baird who is our primary contact for operational issues. Chief Lamkin has had conversations with John Baird as well. So conversations have been initiated, yes.

**Aldr. Carrigan:** In looking at these costs, are they directly tied to the bridge? If they, can we put them in the bond as part of the improvements?

**Mr. Koenen:** I have not seen the draft of the bond. I have suggestions, though. Option 1 is already in the proposal, so that's finished. Options 2 & 4 which totals \$12,000 is something we can do right now, this summer. Option 3 is something that can be done with the school's cooperation, perhaps this summer. Same with Option 6. But Options 8, 9 and 10 aren't on the table because Option 10 is already completed, and Options 8 & 9 we don't meet warrant for. The big ticket item is Option 3.

**Aldr. Carrigan:** Are these bondable if we go in that direction?

**Mr. Minick:** Right now we are putting together some of the documents for the bonding. The issue would be the timing. Assuming Option 3 could be done fairly soon, we would not run the risk of any IRS regulations regarding the expenditure of the bond proceeds.

**Aldr. Carrignan:** Take Options 1, 2, 3 and 4. Those are all bondable?

**Mr. Minick:** I believe they would be as improvements to the infrastructure and roadway if deemed necessary.

**Aldr. Carrignan:** The others are warrant driven. Mark, I have a question relative to warrants regarding stop signs vs. signalization. What is the order of magnitude larger from a stop sign to a signal?

**Mr. Koenen:** The Police Department does stop signs, and Engineering does signals. For the signal, the warrant that was looked at by KLOA where they used the 2030 traffic volumes was based on peak hour delay. Typical warrants for a traffic signal, you have so many cars that go through an intersection for 8 hours of a 24 hour duration on the major leg and 8 hours on the minor leg.

In this particular location, aside from St. Charles North High School, there are not a lot of hours per day where there is heavy traffic on the minor legs of the intersection. Where you are going to meet warrant is probably in peak hour, which is what KLOA did for 2030 traffic.

**Chief Lamkin:** We do warrants for stop signs the same way.

**Mr. Koenen:** The disadvantage of stop signs is they are up there 24 hours/day, 7 days a week, so everyone is going to have to stop every time they go through.

**Aldr. Turner:** When you meet a warrant, it's over an 8 hour time frame, not 2 or 3 hours?

**Chief Lamkin:** It's all over an 8 hour time frame.

**Aldr. Rogina:** Bill made a good point before about the sharing of costs with other government agencies, and while I understand where Aldr. Carrignan is coming from and would support that, I think it's imperative given what Mr. Koenen has outlined, the fact that there is a right-of-way issue here, there is property owned by the school district here; to me this is the first step. I would certainly invite the HOA to participate. If they chose not to, that's their business. I'm ready to make a motion now to direct staff to continue with plans for discussion with District 303 representatives and report back to this committee at a future date. In fact, I will make that motion.

**Aldr. Carrignan:** I'll second.

**Aldr. Stellato:** Thank you for the motion, Ray, but just as point of order, the March GSC is cancelled, so it will have to come to another Committee so we don't lose any time here, either Planning & Development or Government Operations.

I would also like to add on to the motion, besides directing staff to do that, I'd like to direct staff to find out the bonding options for being able to finance these improvements.

**Aldr. Carrignan:** I agree.

**Aldr. Stellato:** Do you want to pick a date for the next meeting?

**Aldr. Carrignan:** Can you have it ready by the 12<sup>th</sup>?

**Mr. Koenen:** I think the 12<sup>th</sup> might be tight because I don't know what the school district schedules are, either. The 19<sup>th</sup> might be better, I know we are tentatively planned for a budget meeting that night.

**Aldr. Stellato:** We'll give it a shot for the 19<sup>th</sup>. So for anyone in the audience, it looks like we'll have more information on March 19<sup>th</sup>. We'll be working on two parallel paths; one is financing the project, second is discussions with the school district and how to move forward on these recommendations.

No further discussion.

Motioned by Aldr. Rogina, seconded by Aldr. Carrignan. Approved unanimously by voice vote. **Motion carried.**

**MINUTES  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
MONDAY, APRIL 23, 2012, 7:05 P.M.**

**Members Present:** Chairman Stellato, Vice-Chairman Turner, Aldr. Monken, Aldr. Payleitner, Aldr. Rogina, Aldr. Martin, Aldr. Krieger, Aldr. Bessner, Aldr. Lewis

**Members Absent:** Aldr. Carrignan

**Also Present:** Mayor DeWitte, M. Koenen, R. Gallas, J. Lamb, P. Suhr, G. Amburgey, T. Bruhl, Chris Minick

**5.d. Recommendation of Improvements to Address Present Traffic Impacts along Red Gate Road at St. Charles North High School (Red Gate Bridge)**

**Mark Koenen presented.** This is an extension from a conversation that we had at the February Government Services Committee meeting. At that time, we were speaking about traffic entrance and exists from St. Charles North High School as well as the Rivers Edge Subdivision on the north side of Red Gate Road. The direction from the Committee at the February meeting was for City Staff to work with D303 representatives toward a solution in terms of how we can enhance access into the high school today as well as in the future.

Brian Townsend has been meeting with the Superintendent from D303, and this is where we are at this point. I should describe this as a “one step at a time” proposal. The first step would be to add left turn lanes on Red Gate Road as you approach St. Charles North High School or as you approach the entrance into Rivers Edge Subdivision. There is a left turn lane there for those proceeding westbound and proceeding south into the high school, and it’s basically striped out on the opposite side, but we would freshen up those markings and add a bonafide left turn lane for east and northbound movements. That work would be completed this summer before school opened this fall.

D303 has accepted the proposal from the city that talked about improvements to the High School parking lot. This is the exhibit you saw in your packet back in February that shows some improvements at the entrance off Red Gate Road. Right now, you can pull in off Red Gate Road and you have a choice to make, basically four or five different driveways you can use at the north end of their campus (just south of the entrance roadway from Red Gate Road). The proposal is that all the lanes but one lane would be entrance lanes (there would only be one exit). In the morning when we have a surge of

students and faculty approaching the high school, hopefully motorists can enter on a free flowing capacity as opposed to people trying to make the decision of which way to turn.

D303 has been very progressive in approaching this issue. Last week they initiated some of these revisions. They put bollards to limit the movement where the islands are to give directional sense of where traffic should be flowing when they enter the high school. They also have "no entrance" signs and some pavement marking. There is additional work that the District is planning to do, however. They intend to do serious parking lot renovations this summer. When that work is completed, they will finish the signage as well as the pavement marking to enhance better movement in the parking lot.

When that work is completed, the St. Charles Police Department, along with PW Engineering and District 303 staff will take a look at how this has impacted traffic movements into the high school. In fall 2012, we will have some sense if the queue length along Red Gate Road for all the motorists in the morning trying to make the right turn into the high school. Has the queue length shortened, or if in fact the duration of that queue length is shorter.

**Aldr. Bessner:** I was out there this weekend and I did see that. What I noticed was that it not only directs traffic to a round turn, but it also prevents a straightaway of any sort in that intersection, meaning there is no way cars can be cruising through there too fast.

**Mr. Koenen:** Did you feel it appears to be an enhancement of safety?

**Aldr. Bessner:** By all means, yes.

**Mr. Koenen:** The District and the City are working together to try to come up with a solution that is the right pace for making these improvements without spending money until we actually know what the needs really are.

No further discussion.

Motioned by Aldr. Carrigan, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

**MINUTES  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
MONDAY, MARCH 25, 2013, 7:00 P.M.**

**Members Present:** Chairman Stellato, Aldr. Carrignan, Aldr. Payleitner, Aldr. Turner, Aldr. Rogina, Aldr. Martin, Aldr. Krieger, Aldr. Bessner

**Members Absent:** Aldr. Monken, Aldr. Lewis

**Others Present:** Brian Townsend, City Administrator; Donald DeWitte, Mayor; Mark Koenen, Director of Public Works; James Bernahl, Public Works Engineering Manager; John Lamb, Environmental Services Manager; Peter Suhr, Public Services Manager; Tom Bruhl Electric Services Manager; James Lamkin, Police Chief; Joseph Schelstreet, Acting Fire Chief

**4.a Recommendation to approve an Intergovernmental Agreement with School District 303 (Red Gate Road/St. Charles North High School).**

**Mark Koenen presented.** This is an agreement between District 303 and the City of St. Charles for a traffic signal and a right turn lane for eastbound motorists travelling along Red Gate Road who are choosing to enter into St. Charles North High School. This is a project we have talked about a number of times over the last 18 months. We have had good coordination with District 303, and they are taking this to their committee for consideration and ultimately a final board action in May.

Staff is requesting approval of the Intergovernmental Agreement.

No further discussion.

Motioned by Aldr. Martin, seconded by Aldr. Rogina. Approved unanimously by voice vote. **Motion carried.**

**4.b. Recommendation to approve Construction Service Agreement for Red Gate Road/St. Charles North High School.**

**Mark Koenen presented:** This is the construction contract to the Intergovernmental Agreement. Public Works Engineering has been working with the Red Gate Bride Contractor, James McHugh Construction to secure a quotation from them to do this particular work. We worked with McHugh to extend their bid quantities that they had

used to bid the project originally with the State of Illinois and extend those same items and quantities in terms of costs to the City of St. Charles now for this new traffic signal.

Those numbers came in at approximately \$650,000. As you will note in the Executive Summary, this is part of the proposed budget for FY 13/14 and the money would come from the Red Gate Bridge monies which are left over from the original project. We have set aside approximately \$500,000 for the project. We are working with the contractor now to try to get the costs down.

There is a 14-16 week delay on traffic signal ordering and delivery of equipment. We would like to get started and get the project moving to have the signal in before school starts in the fall of 2013.

**Aldr. Carrignan:** This \$500,000 unfunded which will be coming out of the bond?

**Mr. Koenen:** That is correct.

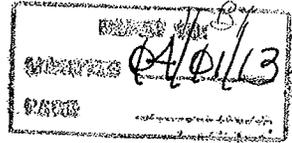
**Aldr. Carrignan:** So we have \$146,000 left. Do we know where that is coming from?

**Mr. Koenen:** We have budgeted \$650,000 and Mr. Townsend has asked us to negotiate with the contractor to bring us down to approximately \$500,000. Half of that is being reimbursed by the school district.

Staff recommends approval of the construction service agreement.

No further discussion.

Motioned by Aldr. Rogina, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into this 1st day of April, 2013, by and between the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois (the "City") and the ST. CHARLES COMMUNITY UNIT SCHOOL DISTRICT 303, Kane and DuPage Counties, Illinois (the "District"), the City and the District singularly being referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, units of local government and school districts, including the Parties to this Agreement, are authorized to contract with each other in any manner not prohibited by law or ordinance, to exercise, combine or transfer any power or function in any manner not prohibited by law, and to use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are "public agencies" as defined within the Intergovernmental Cooperation Act, (5 ILCS 220/1, *et seq.*) and, by that Act, are authorized to jointly exercise any power, privilege or authority which they might individually exercise and enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the Parties have determined that it is in the mutual best interest of each Party that a spotlight be installed at the north entrance of St. Charles North High School at Red Gate Road (the "Project").

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each Party hereto hereby acknowledges, the Parties do hereby agree as

follows:

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

**Section 2. Installation of Stoplight.** The City shall be responsible for the design, construction and installation of the Project. All costs associated with the design, construction and installation of the Project, including, but not limited to, costs for labor, materials and equipment shall be paid by the City when due, subject to reimbursement from the District as hereinafter provided.

**Section 3. Reimbursement of Project Costs.** The District agrees to reimburse the City for fifty percent (50%) of the construction and installation costs of the Project, but shall not reimburse the City for any portion of the planning and design costs of the Project. In no event shall the District's reimbursement exceed \$250,000. The District agrees to pay and reimburse the City for such costs within thirty (30) days of receipt of an invoice containing an itemization from the City, along with such additional documentation as the District may reasonably request to verify the City's payment of such costs.

**Section 4. Mutual Cooperation.** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment by the Parties of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

**Section 5. Notices.** All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. The City at:  
City of St. Charles  
2 East Main Street  
St. Charles, IL 60174  
Attention: City Administrator

B. The District at:  
201 South 7<sup>th</sup> Street  
St. Charles, IL 60174  
Attention: Superintendent of Schools

C. To such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

**Section 6. No Third Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

**Section 7. Integration.** This Agreement represents the entire understanding between the Parties and may be modified only by a written document signed by both Parties.

**Section 8. Assignment.** Neither of the Parties may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

**Section 9. Governing Law.** This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

**Section 10. Non-Waiver.** Any failure or delay by any Party in instituting or prosecuting

any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by a Party with respect to any specific default by the other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

**Section 11. Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

**Section 12. Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

**Section 13. Counterparts.** This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and

year first above written.



CITY OF ST. CHARLES

By: Robert P. Mills  
Mayor

ATTEST:

Nancy Garrison  
City Clerk

ST. CHARLES COMMUNITY UNIT SCHOOL  
DISTRICT 303

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

ATTEST:

\_\_\_\_\_  
Secretary

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 1<sup>st</sup> day of April, 2013.



*Mary Foster*  
Notary Public

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF KANE         )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of St. Charles Community Unit School District 303 and \_\_\_\_\_, Secretary of the St. Charles Community Unit School District 303, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, 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 corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public