

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

**MONDAY, FEBRUARY 25, 2013, 7:00 P.M  
CITY COUNCIL CHAMBERS  
2 E. MAIN STREET, ST. CHARLES, IL 60174**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. ADMINISTRATIVE**

- a. Electric Reliability Report – Information only
- b. EAB Control Efforts – Information only

**4. POLICE DEPARTMENT**

- a. Recommendation to approve street and parking lot closures and use of amplification equipment for the 2013 Fox Valley Marathon.
- b. Recommendation to approve street and parking lot closures and use of amplification equipment for Double-K car show.
- c. Recommendation to approve a class E-1 liquor license for the Geneva Chamber of Commerce “Sixty Men Who Can Cook” at the Kane County Fairgrounds.
- d. Discussion regarding Madison Avenue traffic.

**5. FIRE DEPARTMENT**

- a Recommendation to approve an Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City Of St. Charles (Flashlights).

**6. CITY ADMINISTRATOR’S OFFICE**

- a. Recommendation to approve a Franchise Agreement between the City of St. Charles and Comcast.

**7. PUBLIC WORKS DEPARTMENT**

- a.** Presentation of 2012 Electric Reliability Wrap up.
- b.** Recommendation to Award Contract for Relamping of the Public Works Garage area.
- c.** Recommendation to approve Contract with Poms Tire Service, Inc.
- d.** Recommendation to approve the purchase of a 6 inch Portable Trailer Pump for Emergency Use.
- e.** Recommendation to award Value Operating and Leak Survey Services.
- f.** Recommendation to approve Contract Extension for Traffic Signal Maintenance.
- g.** Recommendation to approve revisions to Engineering Design and Inspection Policy Manual and Annual Update.

**8. ADDITIONAL BUSINESS**

**9. ADJOURNMENT**



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Electric Reliability Report – Information only

Presenter: Tom Bruhl

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 02.25.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost: \$ Budgeted: YES NO

If NO, please explain how item will be funded:

### Executive Summary:

For your information.

### Attachments: (please list)

None

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

For information only.

For office use only: Agenda Item Number: 3.a

<b>Total Customers this Month</b>	<b>15,508</b>	<b>Days of Month</b>
<b>Total Customer Minutes this Month</b>	<b>692,277,120</b>	<b>31</b>

<b>Outage Totals</b>			
	<b>This Month</b>	<b>This Month Last Year</b>	
<b>Unscheduled Outages</b>			
Long	# Outages	2	4
	# Customers Out	15	5
	# Minutes Out	360	555
	# Customer Minutes Out	2,400	630
	# Within City System	2	3
	# Supply to City Minutes	0	120
Short	# Outages (Blinks)	2	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
<b>Scheduled Outages</b>			
Long	# Outages	2	1
	# Customers Out	9	1
	# Minutes Out	85	180
	# Customer Minutes Out	365	180
	# Within City System	2	1
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
<b>Totals</b>			
	Total Long Outages	4	5
	Total Short Outages (Blinks)	2	0
	Total Customers Out (Long)	24	6
	Total Customers Affected (Short- Blinks)	0	0
	Total Customer Minutes Out	2,765	810
	Total Outages Within City System	4	4
	Total Outages in Supply to City	0	1

<b>Number of Outages (by Cause)</b>					
<b>Cause</b>	<b>Description</b>	<b>Total This Month</b>	<b>This Month Last Year</b>	<b>Rolling AT</b>	<b>%</b>
0	Supply to City	0	0	21	13%
1	Overhead Equipment Failure	1	2	17	10%
2	Underground Equipment Failure	3	0	17	10%
3	Weather	0	0	34	21%
4	Wildlife	0	0	9	5%
5	Trees	1	0	14	9%
6	Substation	0	0	0	0%
7	Human	0	0	0	0%
8	Other	0	1	42	26%
9	Unknown	0	0	0	0%
10	Vehicle/Dig Ins/Caused by Others	1	1	10	6%
	<b>Total</b>	<b>6</b>	<b>4</b>	<b>164</b>	

<b>12 Month Outage Statistics</b>		
<b>Index</b>	<b>As of This Month</b>	<b>As of This Month Last Year</b>
ASAI (%)	99.9805	99.9955
CAIDI (Long) (min)	84.13	23.90
SAIDI (Long) (min)	8.59	1.98
SAIFI (Long) (ints/tot cust)	0.10	0.08
SAIFI (Short) (ints/tot cust)	0.27	0.35

- ASAI - Average Service Availability Index  
(customer minutes available/total customer minutes, as a %)
- CAIDI - Customer Average Interruption Duration Index  
(average minutes interrupted per interrupted customer)
- SAIDI - System Average Interruption Duration Index  
(average minutes interrupted per customer for all customers)
- SAIFI (Long) - System Average Interruption Frequency Index  
(# of long interruptions per customer for all customers)
- SAIFI (Short) - System Average Interruption Frequency Index  
(# of short interruptions per customer for all customers)



## AGENDA ITEM EXECUTIVE SUMMARY

Title: EAB Control Efforts – Information Only

Presenter:

*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:		Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

This is a monthly update on EAB activities for February 2013. This update provides detailed information about the EAB infestation including EAB confirmation status and ash trees proposed to be removed beginning in the month of March, 2013.

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

Summary Sheet

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

For information only.

*For office use only:*      *Agenda Item Number: 3.b*

# **Emerald Ash Borer Monthly Summary Sheet**

February 2013

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**

- As of June 1, 2012, all Ash trees in the City of St. Charles have been reviewed for EAB. Initially, 1,000 trees were confirmed with EAB in phase one of the current EAB program and have been removed as of the end of 2012. The second round of 1,000 trees have already been confirmed and identified for phase two of the program.

## **Proposed Tree Removals**

- We are proposing to remove **179** Ash Trees starting in the month of March, 2013, including:
  1. 42 in the NW Quadrant
  2. 0 in the SW Quadrant
  3. 66 in the NE Quadrant
  4. 71 in the SE Quadrant
  5. 0 in the FW Quadrant

## **Treating & Planting Notes**

- We are already organizing for the planting of over 700 tree replacements in the spring. Planting will begin in April, weather permitting.

## **Additional Comments**

None

Summary Report  
EAB Confirmed Sites February 25, 2013

Quadrant	Address	Suffix	Street	Side	Site	DBH	Condition	Maintenance	Species
Total February EAB Confirmations:									
								0	
Breakdown of Confirmations by Quadrant									
							NE:	0	
							SE:	0	
							NW:	0	
							SW:	0	
							FW:	0	

Summary Report

EAB Proposed Removals February 25, 2013

Quadrant	Address	Suffix	Street	Side	Site	DBH	Condition	Maintenance	Species	Notes
NE	703		Crossing Way	Front	2	6	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	707		Crossing Way	Front	1	8	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	713		Crossing Way	Front	1	10	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	731		Crossing Way	Front	1	7	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	803		Crossing Way	Front	1	7	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	804		Crossing Way	Side	2	7	EAB	Proposed Removal-NE	Ash Autumn Purple	YR2 022513GSC
NE	811		Crossing Way	Front	1	8	EAB	Proposed Removal-NE	Ash Autumn Purple	YR2 022513GSC
NE	814		Crossing Way	Front	1	5	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	818		Crossing Way	Front	1	7	EAB	Proposed Removal-NE	Ash Autumn Purple	YR2 022513GSC
NE	820		Crossing Way	Front	1	7	EAB	Proposed Removal-NE	Ash Autumn Purple	YR2 022513GSC
NE	825		Crossing Way	Front	1	7	EAB	Proposed Removal-NE	Ash Autumn Purple	YR2 022513GSC
NE	3691		E. Main St.	Front	1	15	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3691		E. Main St.	Front	2	15	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3691		E. Main St.	Front	3	15	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3691		E. Main St.	Front	4	15	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3691		E. Main St.	Front	5	15	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3691		E. Main St.	Front	6	15	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3691		E. Main St.	Front	7	15	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	902		Fox Chase Cir	Front	1	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR3
NE	902		Fox Chase Cir	Front	2	13	EAB	Proposed Removal-NE	Ash Cimmarron	YR3
NE	902		Fox Chase Cir	Front	3	10	EAB	Proposed Removal-NE	Ash Cimmarron	YR3
NE	902		Fox Chase Cir	Side	2	13	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	902		Fox Chase Cir	Side	3	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	902		Fox Chase Cir	Side	4	12	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	902		Fox Chase Cir	Side	5	13	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	903		Fox Chase Cir	Front	1	11	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	904		Fox Chase Cir	Front	1	8	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	905		Fox Chase Cir	Front	1	14	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	905	X	Fox Chase Cir	Median	1	10	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	905	X	Fox Chase Cir	Median	2	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	905	X	Fox Chase Cir	Median	3	11	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	721		Fox Glen Dr	Front	2	12	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC



Summary Report

EAB Proposed Removals February 25, 2013

Quadrant	Address	Suffix	Street	Side	Site	DBH	Condition	Maintenance	Species	Notes
NE	721		Fox Glen Dr	Front	3	13	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	721		Fox Glen Dr	Front	4	12	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	1021		Fox Glen Dr	Side	5	12	EAB	Proposed Removal-NE	Ash Summit	YR2 022513GSC
NE	1101		Fox Glen Dr	Side	3	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3209		Fox Hunt Ln	Front	1	13	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3021		Glen Eagles Ct	Front	1	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3021		Glen Eagles Ct	Side	1	14	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	3021		Glen Eagles Ct	Side	2	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	2910		Glenbriar Dr	Front	1	10	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	2910		Glenbriar Dr	Front	5	10	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3410	X	Majestic Oaks Dr	Front	14	8	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3410	X	Majestic Oaks Dr	Front	15	8	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	3410	X	Majestic Oaks Dr	Front	16	8	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	735		Persimmon Dr	Front	1	14	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	4107		Royal Troon Ct	Front	1	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	4111		Royal Troon Ct	Front	2	13	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	4113		Royal Troon Ct	Front	1	10	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	4113		Royal Troon Ct	Front	2	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	4113		Royal Troon Ct	Front	4	13	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	4125		Royal Troon Ct	Front	1	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	4125		Royal Troon Ct	Front	2	13	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	4125		Royal Troon Ct	Front	3	12	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	703		Stuarts Dr	Side	1	6	EAB	Proposed Removal-NE	Ash Autumn Purple	YR2 022513GSC
NE	704		Stuarts Dr	Side	4	12	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	729		Stuarts Dr	Front	1	5	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	823		Stuarts Dr	Front	1	8	EAB	Proposed Removal-NE	Ash Autumn Purple	YR2 022513GSC
NE	824		Stuarts Dr	Front	1	8	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	826		Stuarts Dr	Front	1	8	EAB	Proposed Removal-NE	Ash Rosehill White	YR2 022513GSC
NE	829		Stuarts Dr	Front	1	8	EAB	Proposed Removal-NE	Ash Autumn Purple	YR2 022513GSC
NE	830		Stuarts Dr	Front	1	7	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC
NE	833		Stuarts Dr	Front	2	8	EAB	Proposed Removal-NE	Ash Windy City White	YR2 022513GSC
NE	836		Stuarts Dr	Front	1	6	EAB	Proposed Removal-NE	Ash Cimmarron	YR2 022513GSC

Summary Report  
EAB Proposed Removals February 25, 2013

Quadrant	Address	Suffix	Street	Side	Site	DBH	Condition	Maintenance	Species	Notes
NE	837		Stuarts Dr	Front	1	8	EAB	Proposed Removal-NE	Ash Windy City White	YR2 022513GSC
NE	839		Stuarts Dr	Front	1	6	EAB	Proposed Removal-NE	Ash Marshall Seedless	YR2 022513GSC
NW	201		Millington Way	Front	1	16	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	202		Millington Way	Front	1	16	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	202		Millington Way	Front	2	21	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	306		Millington Way	Front	2	14	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	309		Millington Way	Front	1	16	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	310		Millington Way	Front	1	14	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	401		Millington Way	Front	1	15	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	402		Millington Way	Front	1	15	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	402		Millington Way	Front	2	15	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	405		Millington Way	Front	1	15	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	606		Millington Way	Front	2	16	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	702		Millington Way	Front	1	19	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	1102		Millington Way	Front	2	15	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	1102		Millington Way	Side	1	15	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	713		Redden Ct	Front	1	9	EAB	Proposed Removal-NW	Ash Autumn Purple	YR2 022513GSC // re
NW	235		Sedgewick Cir	Front	1	9	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	250		Sedgewick Cir	Front	1	16	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	606		Timbers Ct.	Front	2	16	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	618		Timbers Ct.	Front	1	17	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	622		Timbers Ct.	Front	2	21	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	622		Timbers Ct.	Side	1	14	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	622		Timbers Ct.	Side	2	18	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	205		Timbers Trail	Front	1	13	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	206		Timbers Trail	Front	3	15	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	306		Timbers Trail	Front	1	16	EAB	Proposed Removal-NW	Ash Blue	YR2 022513GSC
NW	306		Timbers Trail	Front	2	13	EAB	Proposed Removal-NW	Ash Rosehill White	YR2 022513GSC
NW	310		Timbers Trail	Front	1	16	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	310		Timbers Trail	Front	2	18	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	311		Timbers Trail	Front	1	18	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	311		Timbers Trail	Front	2	21	EAB	Proposed Removal-NW	Ash Blue	YR2 022513GSC

Summary Report  
EAB Proposed Removals February 25, 2013

Quadrant	Address	Suffix	Street	Side	Site	DBH	Condition	Maintenance	Species	Notes
NW	503		Timbers Trail	Front	1	16	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	506		Timbers Trail	Front	3	11	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	515		Timbers Trail	Front	1	13	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC // DI
NW	415		Timbers Trail Cir	Front	1	13	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC // re
NW	415		Timbers Trail Cir	Side	1	15	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC // re
NW	415		Timbers Trail Cir	Side	2	11	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC // re
NW	415		Timbers Trail Cir	Side	3	11	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC // re
NW	402		Timbers Trail Pl	Front	1	13	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	402		Timbers Trail Pl	Front	2	19	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC // if
NW	418		Timbers Trail Pl	Front	1	15	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	418		Timbers Trail Pl	Side	1	13	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
NW	418		Timbers Trail Pl	Side	4	7	EAB	Proposed Removal-NW	Ash Cimmarron	YR2 022513GSC
SE	1638		13th Ave /S	Front	1	26	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1252		Midway Ave	Front	1	16	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1254		Midway Ave	Front	1	15	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1344		Midway Ave	Front	1	14	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1412		Rita Ave	Side	2	11	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1605		Rita Ave	Front	1	17	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1605		Rita Ave	Front	2	20	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1607		Rita Ave	Front	2	18	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1609		Rita Ave	Front	1	16	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1610		Rita Ave	Front	1	17	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1611		Rita Ave	Front	1	12	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1611		Rita Ave	Front	2	16	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1701		Rita Ave	Front	1	17	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1704		Rita Ave	Front	2	13	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1709		Rita Ave	Front	3	16	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1710		Rita Ave	Front	2	16	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1711		Rita Ave	Front	1	17	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1713		Rita Ave	Front	2	16	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1802		Rita Ave	Front	2	15	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1803		Rita Ave	Front	1	13	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC

Summary Report  
EAB Proposed Removals February 25, 2013

Quadrant	Address	Suffix	Street	Side	Site	DBH	Condition	Maintenance	Species	Notes
SE	1806		Rita Ave	Front	1	11	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1807		Rita Ave	Front	2	14	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1809		Rita Ave	Front	1	14	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1811		Rita Ave	Front	2	15	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1813		Rita Ave	Front	1	17	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1901		Rita Ave	Front	1	17	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1902		Rita Ave	Front	1	14	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1903		Rita Ave	Front	2	15	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1905		Rita Ave	Front	2	18	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1909		Rita Ave	Front	2	15	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1910		Rita Ave	Front	3	10	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1910		Rita Ave	Side	1	16	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1913		Rita Ave	Front	1	14	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1401		Walnut Hill Ave	Side	2	12	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1401		Walnut Hill Ave	Side	3	10	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1401		Walnut Hill Ave	Side	4	13	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1402		Walnut Hill Ave	Front	1	13	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1402		Walnut Hill Ave	Side	1	14	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1406		Walnut Hill Ave	Front	1	10	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1410		Walnut Hill Ave	Front	1	12	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1425		Walnut Hill Ave	Front	1	13	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1429		Walnut Hill Ave	Front	1	12	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1430		Walnut Hill Ave	Front	1	10	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1433		Walnut Hill Ave	Front	1	14	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1434		Walnut Hill Ave	Front	1	12	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1436		Walnut Hill Ave	Front	1	13	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1437		Walnut Hill Ave	Front	2	6	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1440		Walnut Hill Ave	Front	1	13	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1445		Walnut Hill Ave	Front	1	4	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1446		Walnut Hill Ave	Front	1	13	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC
SE	1449		Walnut Hill Ave	Front	1	13	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1454		Walnut Hill Ave	Front	1	13	EAB	Proposed Removal-SE	Ash Cinnmaron	YR2 022513GSC

Summary Report  
EAB Proposed Removals February 25, 2013

Quadrant	Address	Suffix	Street	Side	Site	DBH	Condition	Maintenance	Species	Notes
SE	1458		Walnut Hill Ave	Front	1	12	EAB	Proposed Removal-SE	Ash Rosehill White	YR2 022513GSC
SE	1468		Walnut Hill Ave	Front	1	6	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1472		Walnut Hill Ave	Front	1	8	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1474		Walnut Hill Ave	Front	1	12	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1483		Walnut Hill Ave	Front	1	13	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1483		Walnut Hill Ave	Front	2	12	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1483		Walnut Hill Ave	Front	3	8	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1486	X	Walnut Hill Ave	Front	1	12	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1502		Weber Rd	Front	1	14	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1506		Weber Rd	Front	2	14	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1502		Williams Ave	Front	1	14	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1504		Williams Ave	Front	1	18	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1506		Williams Ave	Front	1	18	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1506		Williams Ave	Front	2	14	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1513		Williams Ave	Front	2	17	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1515		Williams Ave	Front	1	16	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1519		Williams Ave	Front	2	15	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1526		Williams Ave	Front	1	15	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
SE	1528		Williams Ave	Front	1	16	EAB	Proposed Removal-SE	Ash Cimmarron	YR2 022513GSC
<b>Total February Approved EAB Removals:</b>								<b>179</b>		
							NE:	66		
							SE:	71		
							NW:	42		
							SW:	0		
							FW:	0		

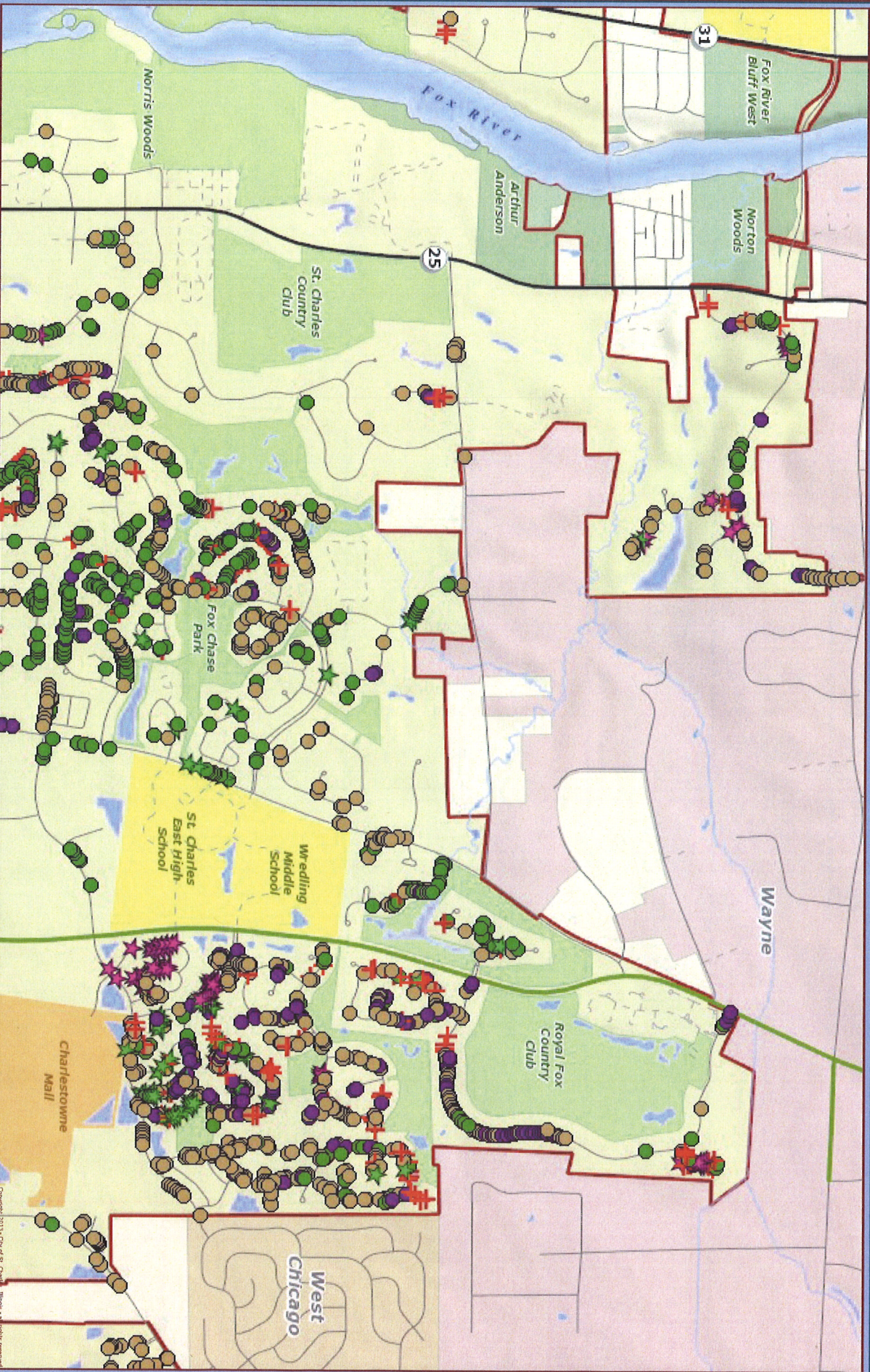


**City of St. Charles, Illinois**

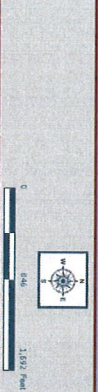
Two East Main Street, St. Charles, IL 60174-1981  
 Phone: 636-577-4400 Fax: 636-577-4440 [www.stcharles.il.gov](http://www.stcharles.il.gov)

# Precision GIS

**DONALD P. DEWITTE** Mayor  
**BRIAN TOWNSEND** City Administrator



Data Source:  
 City of St. Charles, Illinois  
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 Precision GIS  
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**EAB Proposed Removals NE Area 1**

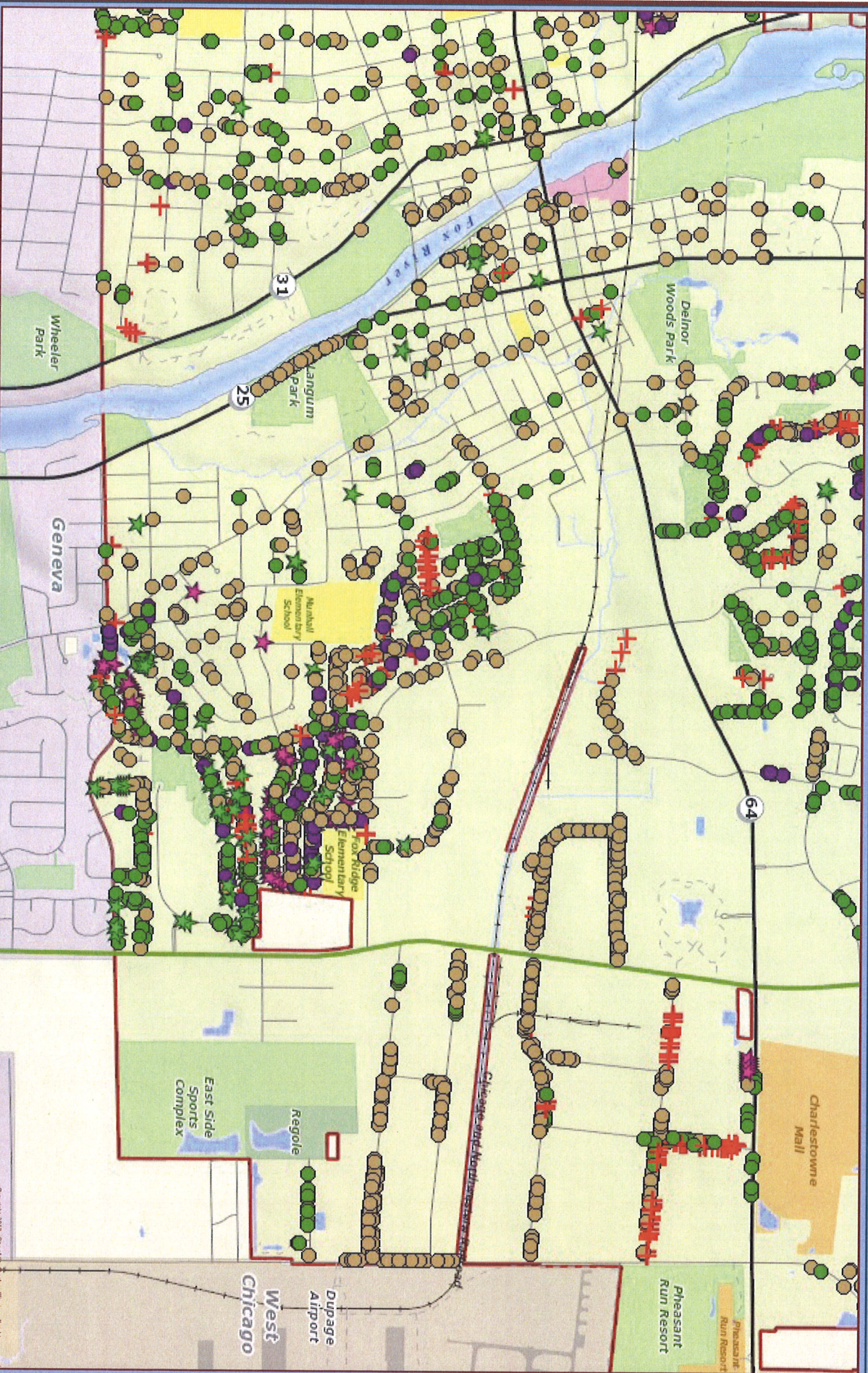
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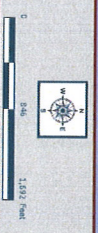
**City of St. Charles, Illinois**  
 Two East Main Street, St. Charles, IL 60174-1981  
 Phone: 630-577-4400 Fax: 630-577-4440 - www.stcharlesil.gov

**Precision GIS**

**DONALD P. DEWITTE** Mayor  
**BRIAN TOWNSEND** City Administrator



Map Source:  
 City of St. Charles, Illinois  
 Cook County, Illinois  
 Aerial Imagery  
 Projection: Transverse Mercator  
 Coordinate System: Illinois State Plane East  
 Map Date: 11/11/2013  
 Printed on: February 20, 2013 10:46 AM



**EAB Proposed Removals SE Area 2**

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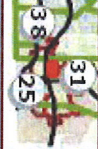
**City of St. Charles, Illinois**  
 Two East Main Street, St. Charles, IL 60174-1084  
 Phone: (630) 577-4400 Fax: (630) 577-4440 - www.stcharles.il.gov

**Precision GIS**

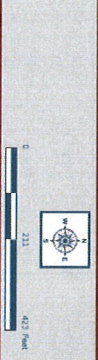
**DONALD P. DEWITTE** Mayor  
**BRIAN TOWNSPOND** City Administrator



EAB Proposed Removals Lower NW Area 3



City of St. Charles, Illinois  
 Department of Public Works  
 Precision GIS System  
 Project: EAB Proposed Removals Lower NW Area 3  
 Date: 10/15/2013



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ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

**Title:** Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2013 Fox Valley Marathon

**Presenter:** Deputy Chief Kintz

*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	PD: \$3,895.04 EMA: \$336.00 PW: \$2,563.36 FD: \$583.00 <b>TOTAL: \$7,377.40</b>	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

All city costs are to be paid by the event sponsor, as done in the prior events.

**Executive Summary:**

The fourth annual Fox Valley Marathon is proposed for September 22, 2013. The layout and route will be similar to the 2012 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.

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 21 from 3 p.m. – 4 p.m. and Sunday, September 22, 2012 from 6:15 a.m. – 1:30 p.m. Event sponsors were reminded by the Special Events committee to keep in consideration the surrounding neighborhoods when utilizing the amplification in the early Sunday morning hours.

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.

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

Memo and map routes.

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

The Police Department recommends approval of the street and parking lot closures and use of amplification equipment for the 2013 Fox Valley Marathon.

*For office use only:*

*Agenda Item Number: 4.a*

# Memo

**Date:** February 25, 2013

**To:** Government Services Committee

**From:** Deputy Chief Kintz

**Re:** Fox Valley Marathon

---

The fourth annual Fox Valley Marathon is proposed for September 22, 2013. The layout and route will be similar to the 2012 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 three years, include:

- Parking lot at the southwest corner of Illinois/1<sup>st</sup> Street on Saturday, September 21, 2013 at noon, through the end of the event on Sunday, September 22, 2013 in the afternoon.
- 1<sup>st</sup> Street on Sunday, September 22, 2013 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 22, 2013 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.

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 21 at 3 p.m. instead of 5 p.m., as was done last year. The intentions of the event coordinators

were good; however, having the event this late resulted in some logistical issues and by moving the time up to 3 p.m. all are in agreement these issues should be resolved.

- Close Prairie Street from 3 p.m. – 4 p.m. on Saturday, September 21 to allow for the kids marathon.

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 21 from 3 p.m. – 4 p.m. and Sunday, September 22, 2012 from 6:15 a.m. – 1:30 p.m. Event sponsors were reminded by the Special Events committee to keep in consideration the surrounding neighborhoods when utilizing the amplification in the early Sunday morning hours.

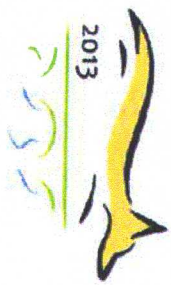
The sponsors will ensure advance notification and promotion is done in the downtown area, with special emphasis on any business directly along the closure route.

The Police Department recommends approval.

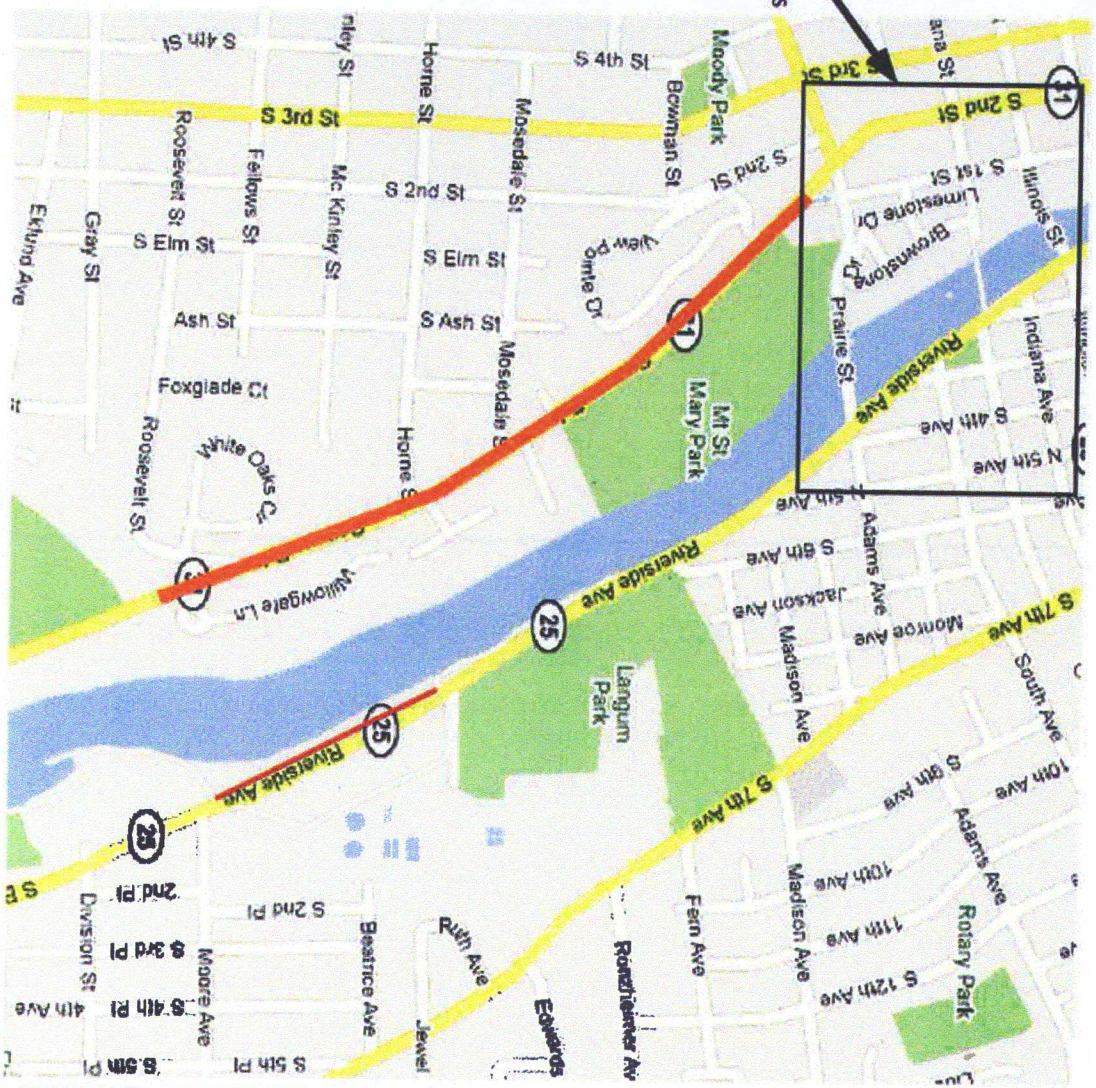
JEL/skc

# Fox Valley MARATHON

Half Marathon & Fall Final 10



September 22, 2013

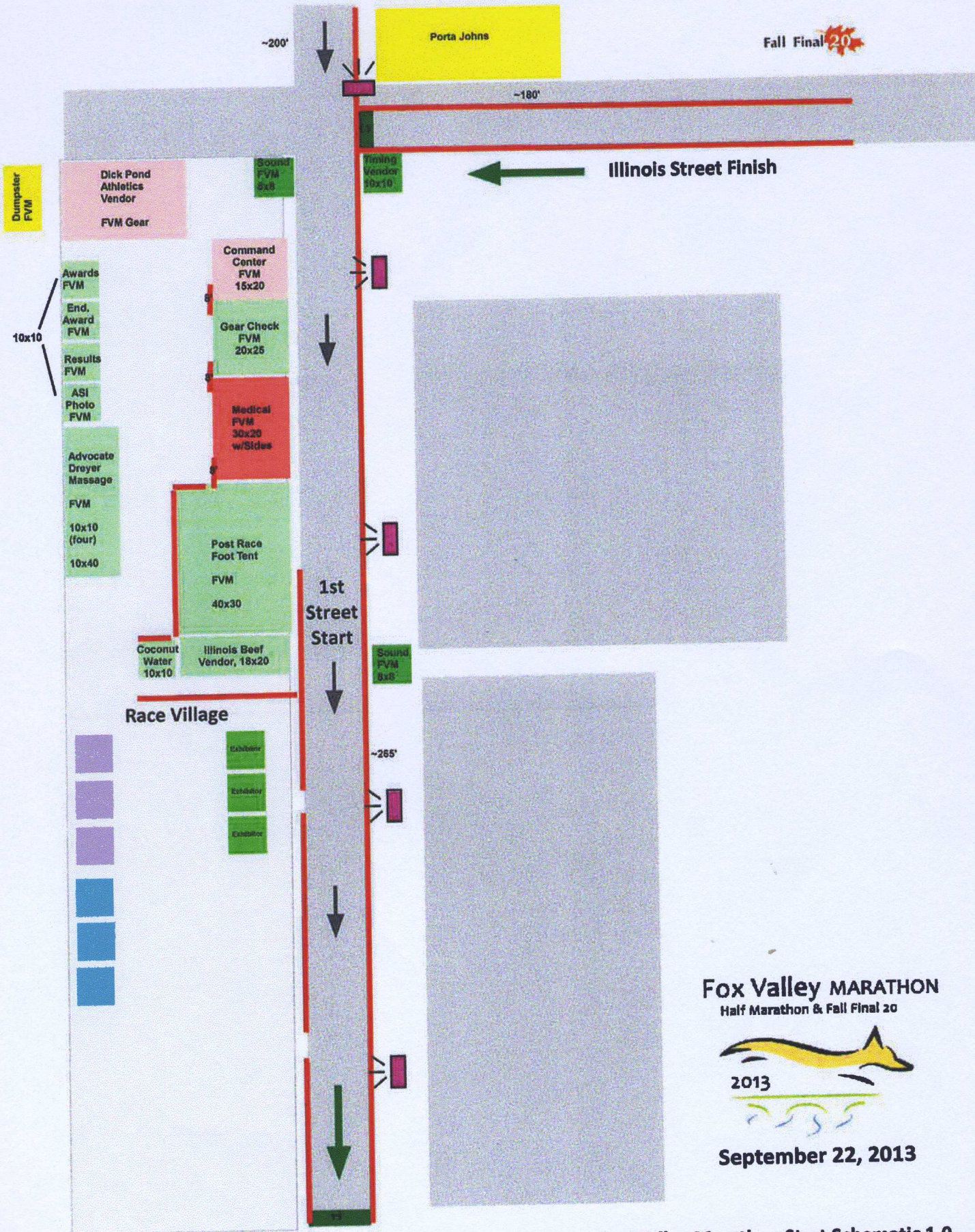


REFER TO ATTACHED  
START/FINISH SCHEMATICS

## RTE's 25/31 SCHEMATIC

### STREET/LANE CLOSINGS:

- Sunday 8:00am to 1:30pm SINGLE PERSON WIDE, CONED LANE
- West side of southbound lane. STC Police controlled, while still allowing two-way vehicle traffic.
- Sunday 7am to 7:30am SOUTHBOUND ONLY. STC Police controlled. Geneva takes over at city limits



**Fox Valley MARATHON**  
Half Marathon & Fall Final 20



September 22, 2013

Fox Valley Marathon Start Schematic 1.0



**Fox Valley MARATHON**  
 Half Marathon & Full Road 20  
 2013  
 September 22, 2013

**FINISH SCHEMATIC**  
 Sunday September 22, 2013

- Barricades
- STREET CLOSINGS:**
- Sunday 8am to 1:45pm
- Sunday 3am to Sunday 3pm
- Saturday 5am to Sunday 5pm

Fall Final 20

Porta Johns

Illinois Street Finish

Detail

15' finish

Power & audio cables must go over the top

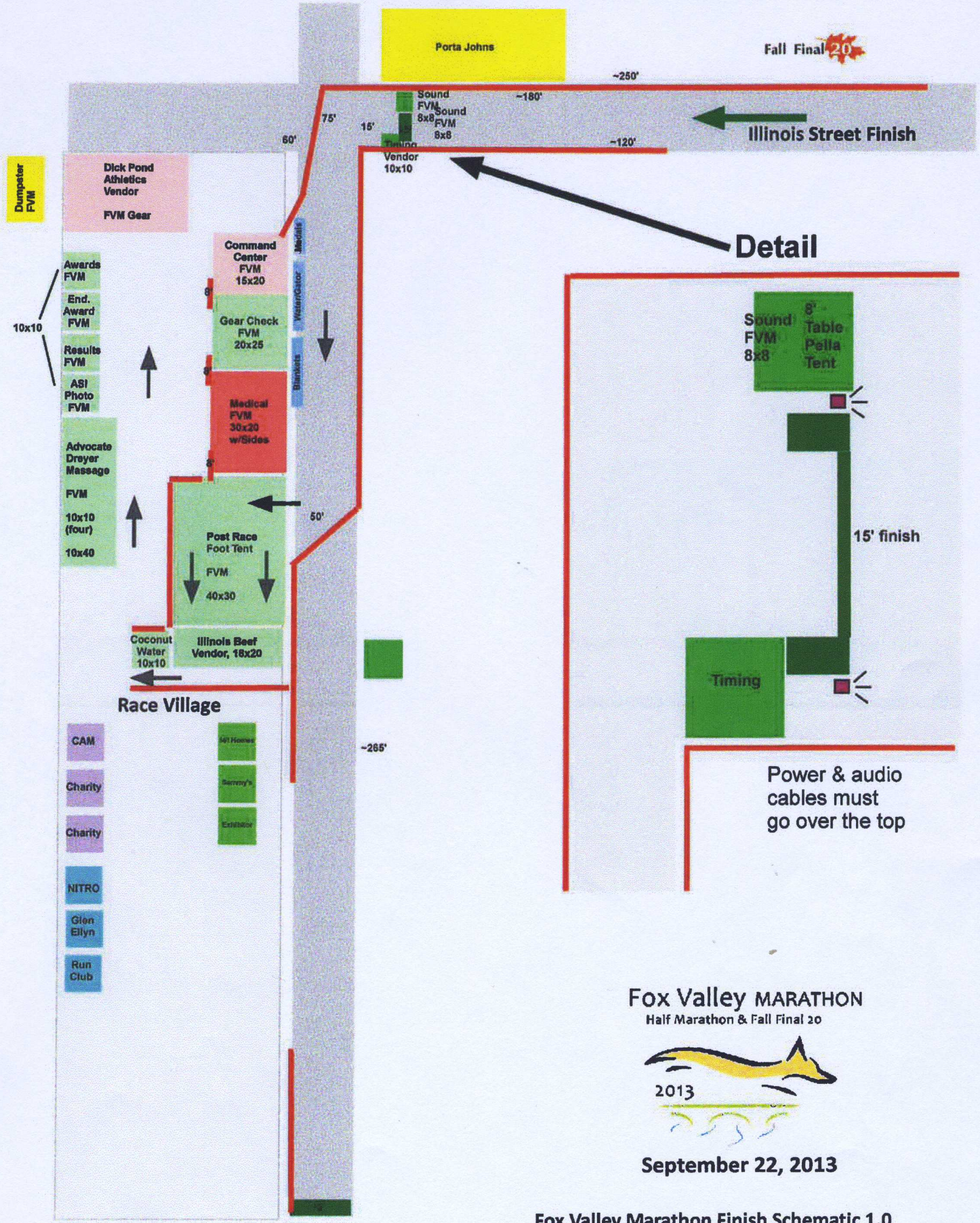
Race Village

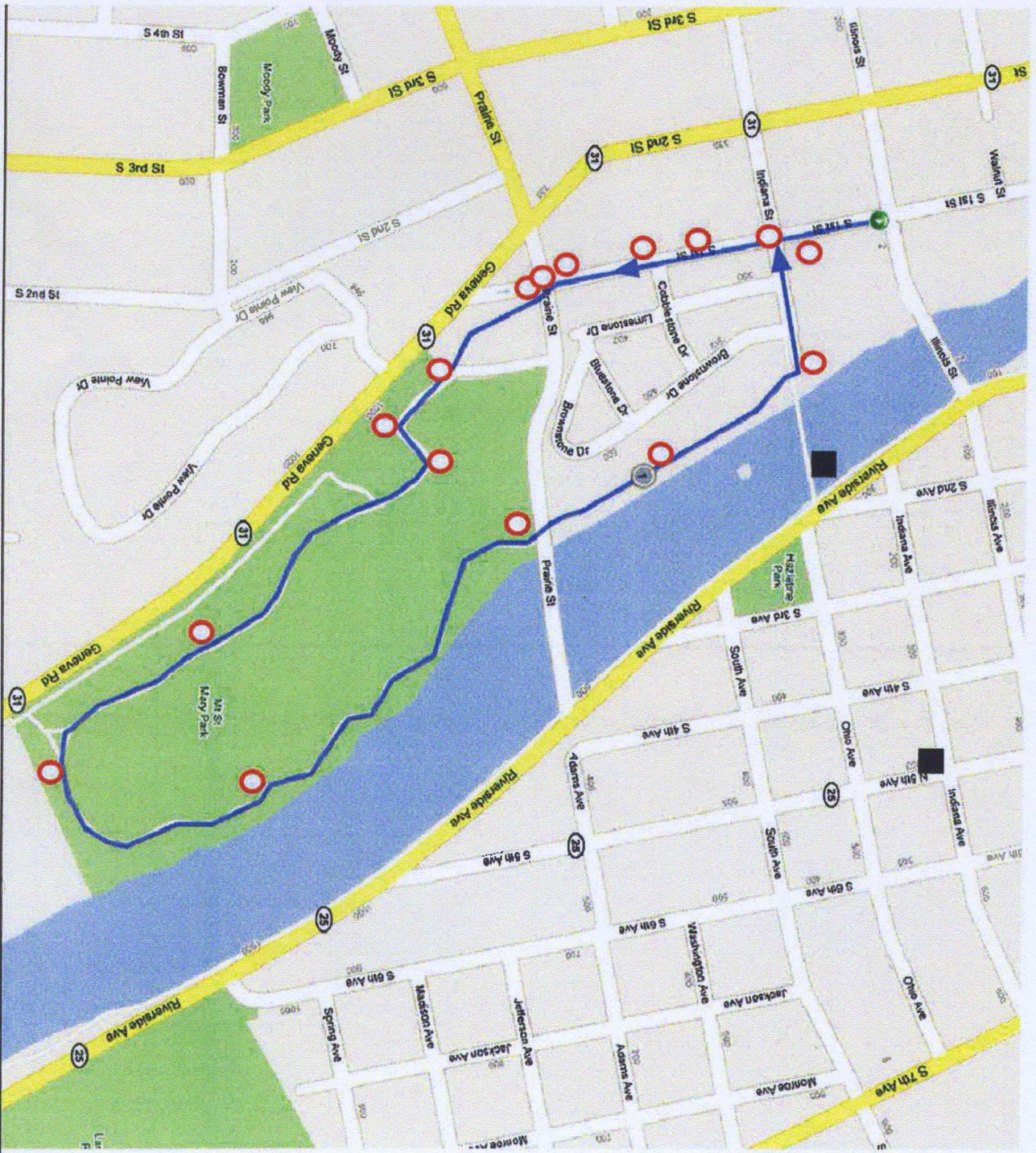
Fox Valley MARATHON  
Half Marathon & Fall Final 20



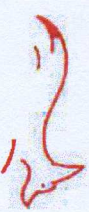
September 22, 2013

Fox Valley Marathon Finish Schematic 1.0





CASA KANE COUNTY  
**FOX VALLEY**  
*Kids*  
**Marathon**

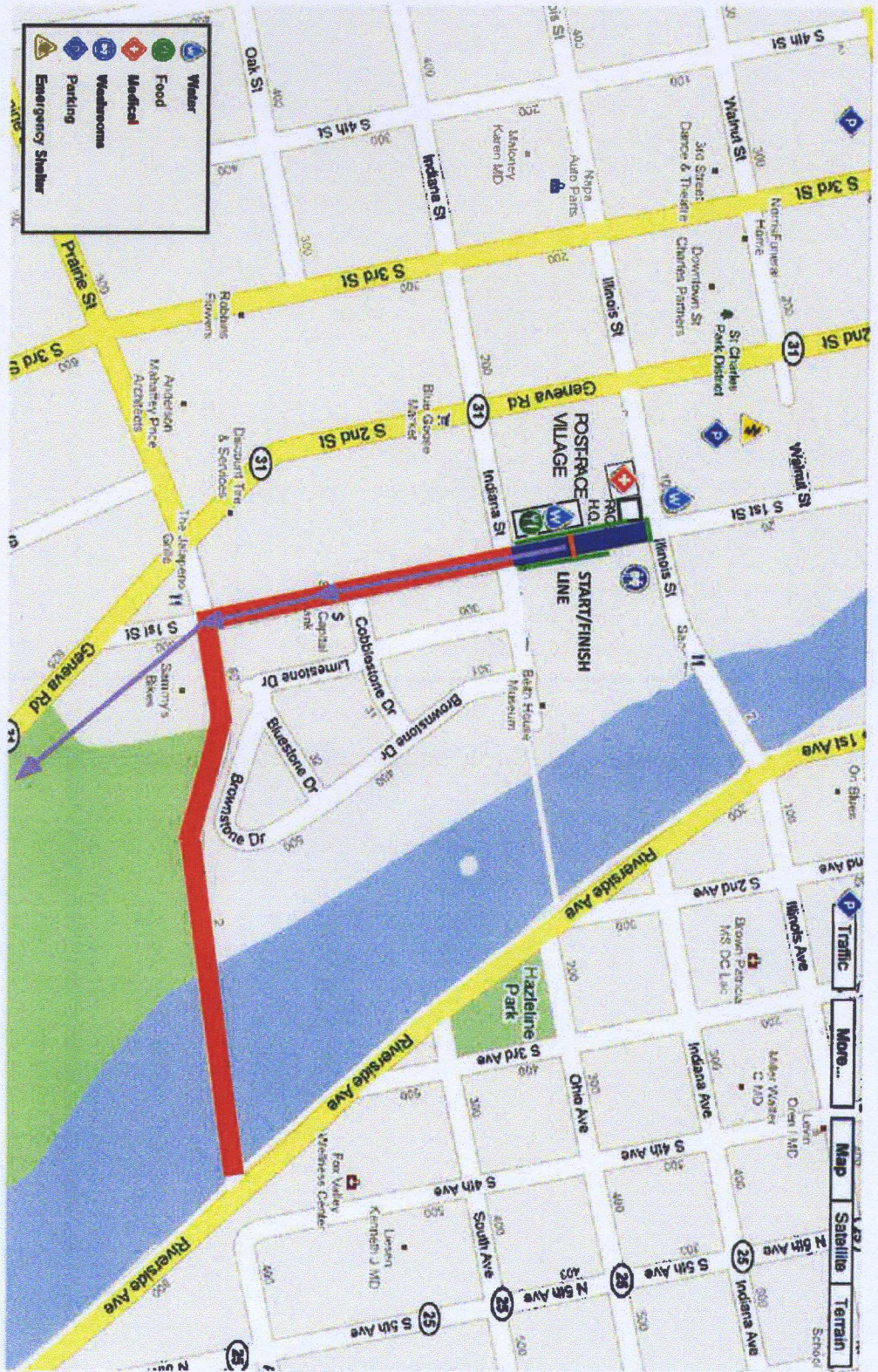


September 21, 2013  
 3:00pm to 3:50pm

**COURSE OVERVIEW**

○ Volunteer Location





- Water
- Food
- Medical
- Washrooms
- Parking
- Emergency Shelter

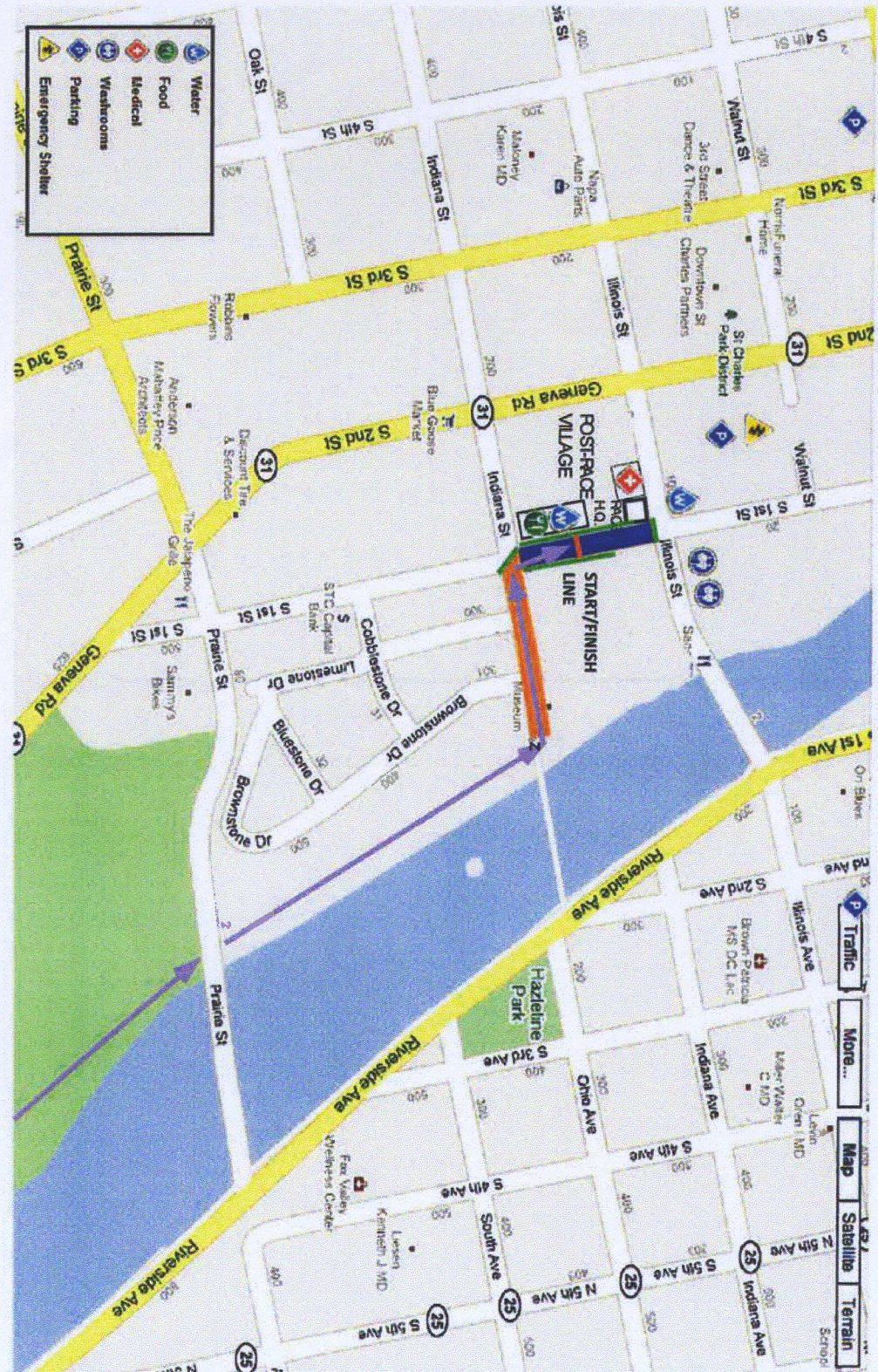
- Barricades
- STREET CLOSINGS:**
- Saturday 2:55pm to 3:15pm
- Saturday 5am to Sunday 5pm
- Course Route (Start)

**START SCHEMATIC**

September 21, 2013



Traffic  
 More...  
 Map  
 Satellite  
 Terrain



- Water
- Food
- Medical
- Washrooms
- Parking
- Emergency Shelter

Traffic More... Map Satellite Terrain



September 21, 2013

**FINISH SCHEMATIC**

- Barricades
- STREET CLOSINGS:**
  - Saturday 5am to Sunday 5pm
  - Saturday 2:55pm to 3:45pm
- Note:** Traffic can flow from Indiana to 1st St, south of Indiana (45 degree barricade) from 3:15 on
- Course
- Note:** goes UNDER Prairie St



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Parking Lot and Street Closure and Use of Amplification Equipment for Double-K Car Show
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Presenter:	Deputy Chief Kintz
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*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$798.42 (PW only)	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

All city costs are to be paid by the event sponsor.

**Executive Summary:**

Double-K Productions will be sponsoring this event being held in conjunction with a wedding that is being held at Baker Memorial United Methodist Church and the reception following at River Rock House. Double-K Productions currently sponsors the car shows at Rookie's each summer. Included in this event is the possibility of a contingent of motorcycles, as well.

The street closure requested for this event is Riverside Avenue from Main Street to Illinois Avenue and parking lots Municipal Parking Lot B: Old Second Court Parking Lot (behind River Rock House – for wedding reception attendees) and the private BMO Harris Bank lot (the event sponsor/wedding couple is coordinating with BMO Harris Bank for closure) from approximately 3 to 10 p.m.

Any need for police assistance will be handled by on-duty personnel. The sponsor has been in contact with all the affected businesses in the immediate area. The Fire Department requires a 12-foot lane for access of any apparatus that may be needed.

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

Diagram of street and parking lot closures  
Memo from Scott Piner, Downtown St. Charles Partnership

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

The Police Department recommends approval of the parking lot and street closure and use of amplification equipment for the Double-K car show.

<i>For office use only:</i>	<i>Agenda Item Number: 4.b</i>
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DONALD P. DEWITTE Mayor  
BRIAN TOWNSEND Civ. Administrator

# Precision GIS

City of St. Charles, Illinois  
Two East Main Street, St. Charles, IL 60174-1061  
Phone: (618) 372-3100 Fax: (618) 372-1100 www.stcharles.il.gov



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Map Source:  
City of St. Charles, Illinois  
Kear County, Kansas  
Esri/ArcGIS, Illinois  
ProjectData: Tri-county Navigator  
Coordinate System: Illinois State Plane East  
North Arrow: NAD 83  
Map Date: 10/27/2009 10:44:01

## **Memorandum**

To: City of St. Charles, Attn: Chief Lamkin

From: Downtown St. Charles Partnership, Event Review Committee

Date: 1/31/2013

Re: Wedding Car Show Event Application

Based on review of the Wedding Car Show's DSCP and City event applications and the City meeting with the event planner, we, the Downtown St. Charles Partnership, recommend that the event planner acquire permission for use of the BMO Harris Bank lot (west of Riverside) and use that lot for the car show in addition to the closure of Riverside between Walnut and Illinois.

The request was made to close Riverside from 64 to Illinois. The Police recommended that if this were so, they recommended also closing Walnut from River Rockhouse's parking lot entrance down to Riverside to prevent people from driving down Riverside and then having to back out. With the event's proposal to close Riverside from 64 to Illinois, the BMO Harris Bank parking lot would be inaccessible anyhow, so our recommendation is to use that lot and its 40+ spaces and minimize the road closure to Riverside only between Walnut and Illinois.

This would allow for over 50 car spaces between the street and parking lot and would have minimal effect on the local businesses from Smitty's, Starbucks, Chicago Turtle Factory, and others inside the Arcada building, and would allow traffic to flow on Riverside south of 64 and then east onto Walnut.

If BMO Harris Bank is not amenable to the event's use of their parking lot, we could be open to the closure as long as businesses are aware and accepting of the proposal (the bride had discussed the event with all but Smitty's at the time of the meeting), as this is a one-time event for a limited period of time.



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Class E-1 Liquor License for the Geneva Chamber of Commerce Sponsored Event “Sixty Men Who Can Cook” at the Kane County Fairgrounds
Presenter:	Deputy Chief Kintz

*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

All city costs are to be paid by the event sponsor, as done in the prior events.

**Executive Summary:**

The Geneva Chamber of Commerce is hosting its fifth annual “Sixty Men Who Can Cook” event at the Kane County Fairgrounds on Friday, April 19<sup>th</sup>, 2013, at the Prairie Events Center. Doors will open at 5:30 p.m. and close no later than 8:30 p.m.

The Geneva Chamber is requesting a Class E-1 Liquor License and will be required to comply with the requirements of that license, to include wristbands for those 21 and older and identification checks. There have been no issues with this event in past years.

The Police Department will coordinate with the event sponsor for any need for extra police presence at this event.

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

Liquor license application, insurance, site plan

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

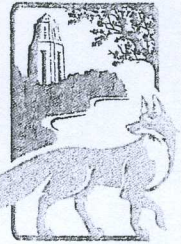
The Police Department recommends approval of a class E-1 liquor license for the Geneva Chamber of Commerce sponsored event “Sixty Men Who Can Cook” at the Kane County Fairgrounds.

<i>For office use only:</i>	<i>Agenda Item Number: 4.c</i>
-----------------------------	--------------------------------

NON-REFUNDABLE

CITY OF ST. CHARLES

TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



For Office Use
Received: 1/29/13
Fee Paid: \$ 50
Receipt # 91667

CITY LIQUOR DEALER LICENSE APPLICATION
CLASS E1 - NOT-FOR-PROFIT LICENSE
CLASS E3 - KANE COUNTY FAIR

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License, Class E1 - Not-For-Profit License or E3 - Kane County Fair

Commencing April 19 2013 and ending April 19 2013

Time Starting 5:30 pm and ending 8:30 pm

Location of Event Kane County Events Center 525 S. Randall

St Charles 60174

Name of Business Geneva Chamber of Commerce
Address of Business 8 S Third St Geneva Business Phone 630 232 6060
Is the Applicant a Not-For-Profit Organization: yes 501-c6
Authorized Agent Jean Gaines Title President
Has Applicant had a Class E1 License in the previous 365 days? No If YES, on what date:
Does Applicant have Dram Show Insurance? yes If YES, attach evidence of insurance.

Requirements of a Class E1 - Not-For-Profit License

- 1. The Class E1 license fee is \$50.00 per day.
2. A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. Please provide a list of all supervisors with this application.
3. Liquor supervisors shall be members of the organization holding the license.
4. Beer and/or Wine are the only alcoholic beverages to be sold.
5. Hours are restricted to 12 noon to 11:00 p.m.
6. Licensee must rope/fence off the licensed premises.
7. Are children/minors permitted in the licensed premises? N
8. Each patron must wear a wristband after having identification checked for legal alcohol consumption age.
9. A sign limited beer and/or wine consumption to the roped off area must be conspicuously displayed at all times.
10. Each server of alcohol must be BASSET certified - need copy of BASSET certification.
11. A copy of site plan diagram to include roped area shall accompany this application.
12. All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

OFFICIAL SEAL
MARY PATRICIA MILLER
Notary Public, State of Illinois
My Commission expires 03/27/14

State of Illinois )
County of Kane )

I/We, the undersigned, being first duly sworn, say that I/we have read the foregoing application and that the statements therein are true, complete, and correct and are upon my/our personal knowledge and information and are made for the purpose of inducing the City of St. Charles to issue the Liquor Dealer License, Class E1 to me/us for the location hereinbefore indicated; that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the City of St. Charles.

Signed: Jean Gaines Signed:

Sworn to before me this 21 day of January, 2013.

Notary Public Mary Patricia Miller

ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER

Approved: Date: Chief of Police:

Approved: Date: Liquor Commissioner:

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MB  
GENECH1

DATE (MM/DD/YYYY)  
12/28/12

PRODUCER  
VALLEY INSURANCE AGENCY, INC.  
P.O. Box 231  
422 E. State St.  
Geneva IL 60134  
Phone: 630-232-1640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Lloyds of London  
INSURER B: Hartford Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

INSURED  
  
Geneva Chamber of Commerce  
Jean Gaines  
P.O. Box 481  
Geneva IL 60134

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	PAC6630024	03/16/13	03/16/14	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		<b>OTHER</b>	LIQ/54782	09/12/12	09/12/13	Liq Liab	1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Additional Insured: City of St. Charles for Special Event - April 19, 2013  
(30 Men vs. 30 Women) at Kane County Fairgrounds, 525 S. Randall Rd., St. Charles, IL 60174

**CERTIFICATE HOLDER**

**CANCELLATION**

CITYSTC

City of St. Charles  
Fax 630-762-6922  
2 E. Main Street  
St. Charles IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

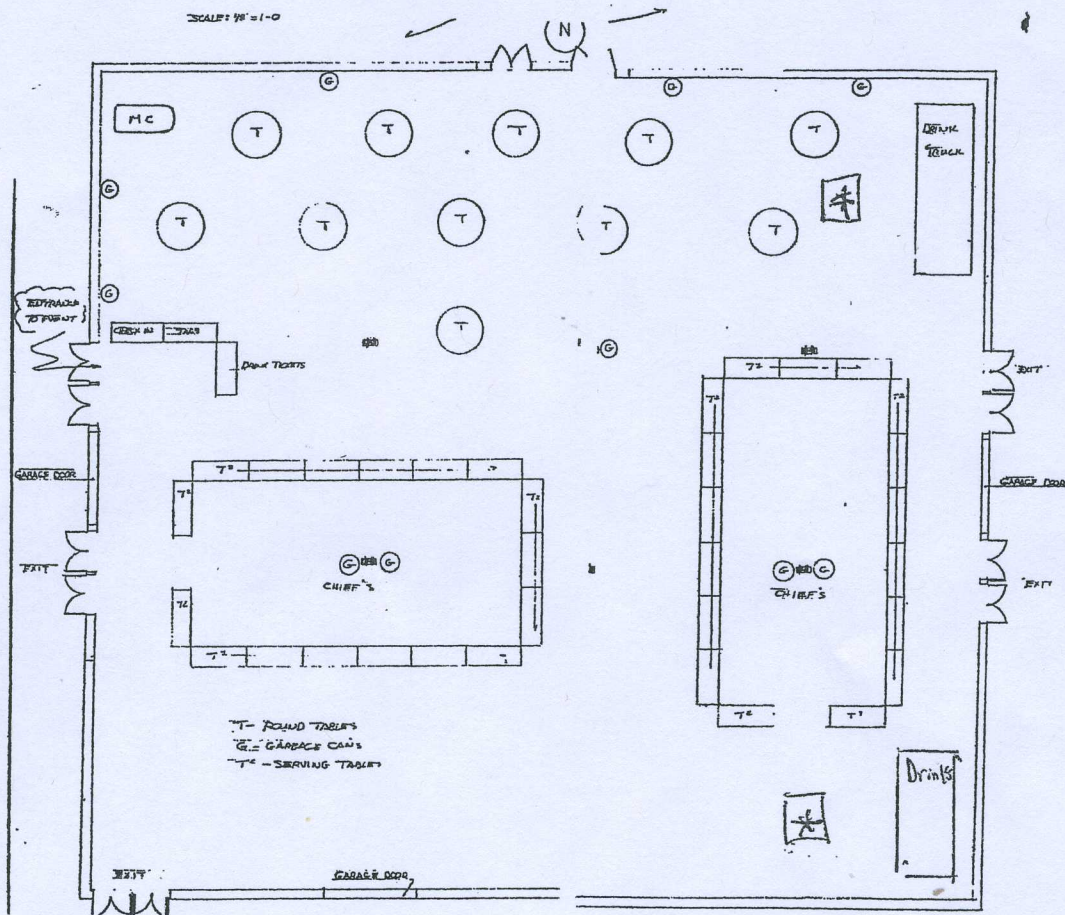
AUTHORIZED REPRESENTATIVE

Valley Insurance Agency



## SECTION 3 - 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.



\* ID Station  
\* Beverage Tickets

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



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Presentation of Madison Avenue Traffic Update Following the Government Services Committee in January 2013
Presenter:	Deputy Chief Kintz

*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

**Executive Summary:**

At the January committee meeting, the Police and Public Works Departments were directed to complete traffic volume and speed counts on opposite ends of Madison Avenue. In addition, Public Works was to investigate possible striping changes to assist with the traffic management.

Pre-construction (April 9 – 13, 2012): 1100 block

- eastbound ADT 1,433, average speed 28 mph, 85% 33 mph.
- westbound the ADT was 1,471, average speed 32 mph, 85% 37 mph.

February 4 – 6, 2013: 900 block

- eastbound ADT 1,970, average speed 25 mph, 85% 29.8 mph.
- westbound the ADT was 1,516, average speed 25 mph, 85% 30.9 mph.

February 13 – 15, 2013: 1500 block

- eastbound ADT 1,543, average speed 27 mph, 85% 30.5 mph.
- westbound the ADT was 2,305, average speed 25 mph, 85% 29.4 mph.

These counts were all conducted on clear days. Engineering has also completed draft alternative traffic management plans for the intersection of Madison Avenue /Tyler Road.

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

Alternative Traffic Management Plans for Madison Avenue/Tyler Road Intersection.

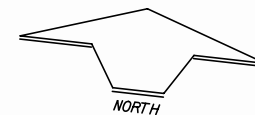
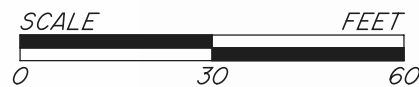
**Recommendation / Suggested Action** *(briefly explain):*

For information only.

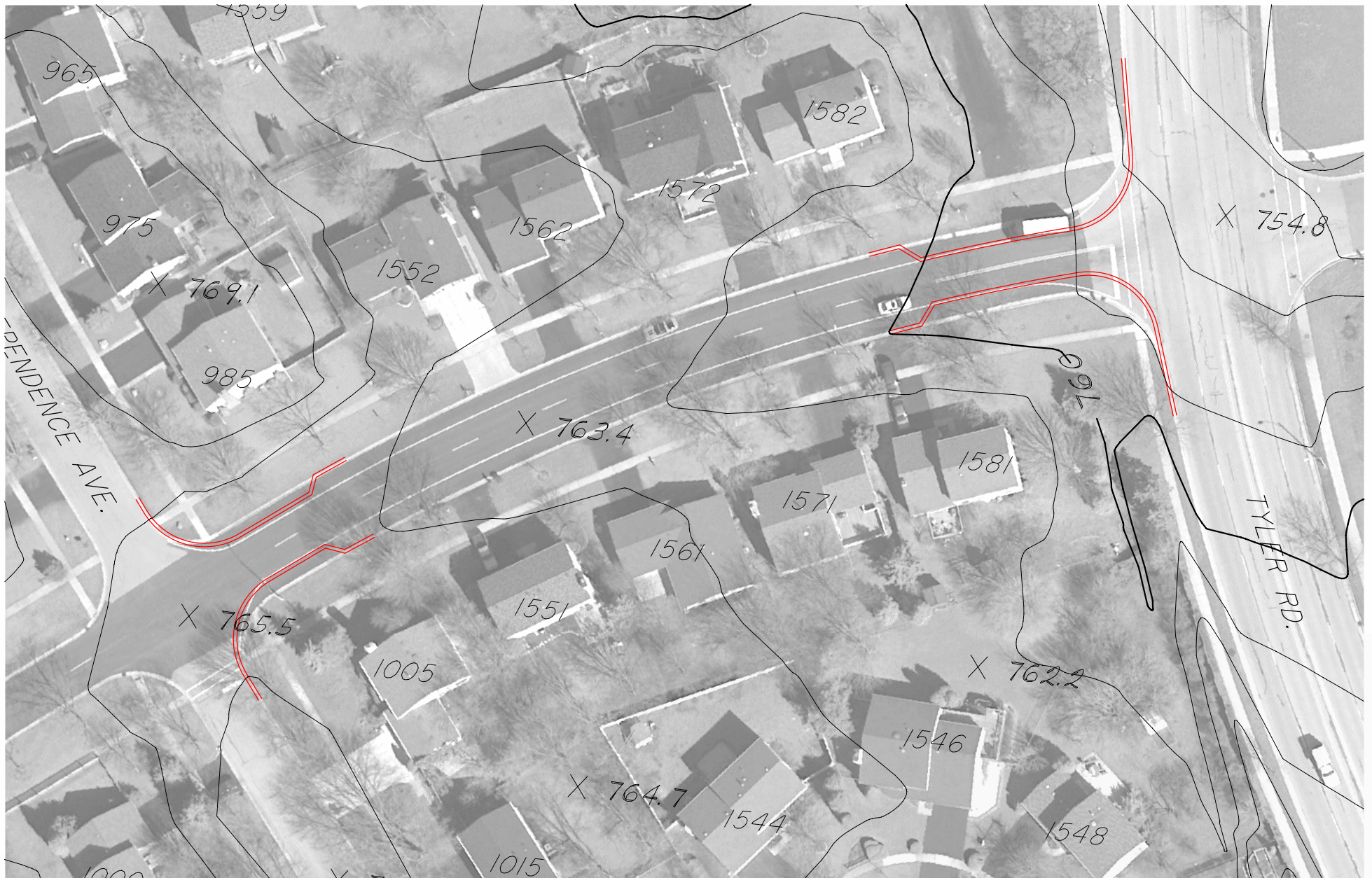
<i>For office use only:</i>	<i>Agenda Item Number: 4.d</i>
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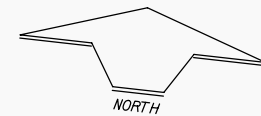
*POSSIBLE CHANNELIZERS  
ON MADISON AVENUE AT TYLER ROAD*



SCALE: 1"=30'  
DATE: FEB. 12, 2013  
FILE: MADISON-AERIAL.DGN



POSSIBLE CHANGES  
ON MADISON AVENUE  
AT TYLER & INDEPENDENCE



SCALE: 1"=60'  
DATE: JAN. 29, 2013  
FILE: MADISON-AERIAL.DGN



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve an Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City of St. Charles (Flashlights)
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Presenter:	Acting Fire Chief Joseph Schelstreet
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*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The Foreign Fire Insurance Board has recently appropriated funds to replace the individual flashlights issued to all Fire Department members. Additionally, three rapid charging units were obtained as part of this purchase. The new equipment has been received and distributed. The Fire Department recommends that the old flashlights and associated charging units be declared surplus. The intent of the Fire Department, after receiving approval to declare this equipment surplus, is to donate the 50 flashlights and three old charging units to the Fox Valley Career Center.

The Career Center is located on the Kaneville High School Campus and works in partnership with area businesses and industry to offer quality career and technical training programs to high school aged students. This training and education is intended to prepare the students to either directly enter the work force or to enter into post-secondary educational programs. The Career Center offers a Fire Science program and both St. Charles East and St. Charles North High Schools are members.

The value of the equipment in total is estimated at \$560.

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

Ordinance for the Disposal of Surplus Fire Department Property

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

Recommend approve of an ordinance declaring the listed equipment surplus and authorizing donation to the Fox Valley Career Center.

*For office use only:*

*Agenda Item Number: 5.a*

**City of St. Charles, Illinois**  
**Ordinance No. 2013-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 is no longer necessary or useful to the City of St. Charles and the best interests of the City of St. Charles will be served by declaring it surplus:

Fifty – Handheld Flashlights  
Three – Charging Units

**SECTION TWO:** Pursuant to said Section 65ILCS 5/11-76-4, the Purchasing Manager be, and he is hereby authorized and directed to dispose of the foregoing described personal property in a manner that is in the best interest of the City of St. Charles.

**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, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Ordinance No. \_\_\_\_\_

Page 2

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Donald P. DeWitte, Mayor

Attest:

---

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

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City Attorney

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



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve a Franchise Agreement between the City of St. Charles and Comcast

Presenter: Brian Townsend

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 02.25.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:		Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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If NO, please explain how item will be funded:

#### Executive Summary:

The City's current cable television franchise agreement with Comcast is scheduled to expire on March 1, 2013. City staff engaged in conversations with Comcast and a new franchise agreement has been developed for the City Council's consideration.

The new agreement is very similar to the current one and includes the following:

1. 5-year term (through March 1, 2018),
2. 5% franchise fee to be paid to the City (approximately \$350,000 annually),
3. complimentary cable television service to City and other government buildings,
4. option for City to implement a special fee to support broadcasting of City events and meetings,
5. compliance with statewide customer service standards,
6. compliance with the City's rules and regulations regarding construction in the right-of-way, and
7. compliance with the City's rules and regulations that govern Comcast's use of City electric facilities, like utility poles.

#### Attachments: (please list)

Resolution Authorizing Mayor and Clerk to Execute the Agreement  
Proposed Franchise Agreement

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

Recommend that the City Council approve a Resolution Authorizing Execution of a Franchise Agreement with Comcast.

*For office use only*

*Agenda Item Number: 6.a*



## EXHIBIT A

### **CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN The CITY OF ST. CHARLES And COMCAST OF ILLINOIS/OHIO/OREGON, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of St. Charles, Illinois (hereinafter, the “City”) and Comcast of Illinois/Ohio/Oregon, LLC, (hereinafter, “Grantee”) this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the City’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

#### **SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“City” means the City of St. Charles, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Electric Utility” means the electric service utility owned and operated by the City of St. Charles including, but not limited to, its personal and real property, buildings, fixtures, equipment, poles and all other infrastructure and improvements thereof pursuant to State of Illinois Constitutional and Statutory Authority including, but not limited to, the Municipal Ownership Act of 1913 and 65 ILCS 5/11-117-1 to 11-117-14 and 11-119-1 to 11-119-5.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Ohio/Oregon, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, late fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall mean, pursuant and in addition to Chapter 13.22 of the City Code of Ordinances, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way. Public

Way shall not include any portion of the Electric Utility regulated pursuant to Ordinance 1984-M-16.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. \_\_\_\_\_, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

## 2.6 Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

## **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 13.22, entitled “Construction of Utility Facilities in the Rights-of-Way” of the St. Charles City Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. As of the Effective Date, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

## 3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s cost of the project that are not reimbursed by the City shall not be considered to be public or private funds. The Parties acknowledge and agree that the reimbursement provisions of this section shall not apply to any action taken by the City that pertains to its ownership, operation, or management of the Electric Utility.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days’ notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work

necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall use reasonable efforts to provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or

extension of the Cable System is required, the City shall use reasonable efforts to provide or cause the developer or property owner to provide notice of the same. To the extent notices are provided, such notices shall be provided at the time of notice to all non-City utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

**SECTION 5: Oversight and Regulation by City**

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a

representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JPMorgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), the City shall determine by adoption of an appropriate ordinance if the City should collect the additional amount. Following the determination, the City shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise



Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

#### **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the

business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

## **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with Chapter 13.22 of the St. Charles City Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Grantee constructing and operating its Cable System within the City. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial Public, Educational and Governmental ("PEG") Access Programming through Grantee's Cable System consistent with the requirements set forth herein. The City's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the City shares (1) PEG channel with the City of Geneva, Illinois. The City may request, and Grantee shall provide, that the shared PEG Channel referenced above be split so that the City has the exclusive use of said channel upon one hundred eighty (180) days advance written notice by the City. Any cost for the activation of the split Channel shall be paid for by the City.

8.1.1 At its sole discretion, the City may request, and the Grantee shall provide, one (1) additional Government Access Channel, upon one hundred eighty (180) days advanced written notice and sufficient proof that the current Channel is inadequate for all programming

offered. “Sufficient proof” shall include a verified program log of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing Channels for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the Channels meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second Channel. Any cost for the activation of the additional Channel shall be paid for by the City. The Grantee may offer the City’s entire PEG Access Programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. However, the PEG Channels are, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG Channels among and between different non-commercial uses and Users. The City shall be responsible for the editorial control of the Video Programming on the PEG Channels except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee’s Cable Service to receive PEG Access Programming originated from Schools and/or City facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City’s plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Support. At its sole discretion, the City may designate PEG access capital projects to be funded by the City. The City shall send written notice of the City’s desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the City’s plan prior to agreeing to collect and pay to the City the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, as long as the City spends the entire amount collected by

the end of the term of this Agreement. Moreover, if the City chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the City's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JPMorgan Chase & Company. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or under utilized PEG Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize a Channel for its own purposes. Grantee may program unused time on the Channels subject to reclamation from the City upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the

event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 13.22 of the St. Charles City Code, to enforce the Grantee's compliance with the City's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado

or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

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

To the Grantee:

Comcast  
155 Industrial Drive  
Elmhurst, Illinois 60126  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full

force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kane County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the City of St. Charles:**

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

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

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

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

Attest:

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

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

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

**For Comcast of Illinois/Ohio/  
Oregon, LLC:**

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

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

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

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



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

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles  
to Execute a Certain Cable Television Franchise Agreement – Comcast of  
Illinois, Ohio, and Oregon, LLC**

**Presented & Passed by the  
City Council on \_\_\_\_\_, 2013**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and Du Page Counties as follows:

Section 1: That the MAYOR and CITY CLERK be and the same are hereby authorized to execute the certain Cable Television Franchise Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the CITY OF ST. CHARLES.

Section 2: This resolution shall be in full force and effect upon its adoption and approval in accordance with the law.

PRESENTED to the City Council of the City of St. Charles, Illinois this \_\_\_day of  
March, 2013.

PASSED by the City Council of the City of St. Charles, Illinois this \_\_\_day of  
March, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois this \_\_\_\_\_ day of  
March, 2013.

---

Donald P. DeWitte, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: 2012 Electric Reliability Summary – Information Only

Presenter: Tom Bruhl

*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

Presentation of the 2012 Electric Reliability Statistics.

Note that for 2013, we will be converting to using the standard APPA Reliability Software, and future outage reports, charts and graphs may look different.

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

2012 Electric Reliability Presentation

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

For information only.

*For office use only:*

*Agenda Item Number: 7.a*



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Award Purchase Order to Twin Supplies, LTD., for Turnkey Relamp of Public Works Garage
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Presenter:	Tom Bruhl & Peter Suhr
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*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$ 24,334.25	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The Public Services and Electric groups worked together to identify energy efficiency projects that qualified for grant funding and had excellent rates of returns. We asked four vendors to provide quotations for a turnkey replacement of the overhead lights inside the truck parking area of the Public Works Garage. The request for proposal format allowed the vendors to be creative in applications of different fixture types, without the City having to pre-determine the solution in a bid situation. Four vendors provided a total of six different proposals. Twin Supplies, LTD. was selected as the best overall proposal based on cost since most of the proposals were very similar. Completion of the work will pay the City back in less than 3 years in energy savings, and the work qualifies the City to receive two grants worth a total of approximately \$20,500. We expect to see approximately 60% energy savings on garage lights by completing this project. Using less energy will result in an annual savings of approximately \$5,800.

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

Quotation Tabulation, Bid Waiver

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

Recommendation to award purchase order to Twin Supplies, LTD. in the amount of \$24,334.25 for turnkey relamping project at the Public Works Garage.

*For office use only:*

*Agenda Item Number: 7.b*

<b>Vendor</b>	<b>Technology</b>	<b>Cost</b>	<b>Annual KWH Savings</b>	<b>Annual \$\$ Savings (@ \$0.07/KWH)</b>
Twin Supplies	T8 Flourescent (3 lamp throughout)	\$ 24,334.25	82,896	\$ 5,802.72
Lighting Solutions	T8 Flourescent	\$ 27,888.00	Not reported	Not reported
AEP Energy	T8 Flourescent (6 lamp old garage, 2 lamp in new)	\$ 30,118.00	80,303	\$ 5,621.21
FSG	T8 Flourescent (3 lamp new garage, 4 in old)	\$ 37,980.00	57,708	\$ 4,039.56
Lighting Solutions	Induction	\$ 41,125.00	Not reported	Not reported
FSG	Induction	\$ 47,173.00	101,578	\$ 7,110.46

**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:

Twin Supplies, LTD.  
1010 Jorie Blvd. Suite 124  
Oakbrook, IL 60523

For the purchase of: Turnkey Relamping at Public Works Garage

At a cost not to exceed: \$24,334.25

Reason for the request to waive the bid procedure: A Request for Proposal (RFP) format was used to obtain competitive pricing for this work. By using the RFP process, the City could allow vendors to propose different solutions and be creative. Vendors evaluated different fixture types and criteria such as warranty and future maintenance costs were included in the evaluation.

Other Quotations Received: Lighting Solutions, Facilities Solutions Group, AEP Energy

Date: 2/11/13

Requested by: T. Bruhl\_\_\_\_\_

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.**



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Approval to Issue an Open Purchase Order to Poms Tire Service, Inc. for Non-Stocked Automotive Parts
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Presenter:	Peter Suhr
------------	------------

*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.2013
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$35,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

We are asking for approval to issue an open/blanket purchase order with our tire supplier, Poms Tire Service, for non-stocked automotive tires for vehicle maintenance. We have purchased tires from Poms for years but on separate purchase orders. All tires would be purchased on an as needed basis to repair our fleet vehicles (cars, SUV's, light duty trucks and heavy duty trucks). We are estimating the overall cost of automotive parts from Poms Tires to be about \$35,000, with the unit costs of the tires varying depending on the vehicle. Poms provides tires at a cost equal to a competitive state bid.

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

Bid Waiver

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

Staff recommends approval to issue an open purchase order to Poms Tire Service, Inc.

*For office use only:*

*Agenda Item Number: 7.c*

**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:

Pomps Tire Service, Inc.  
PO Box 1630  
Green Bay, WI 54305

For the purchase of: Pomps Automotive Tires

At a cost of: \$ 35,000

Reason for the request to waive the bid procedure: Pomps Tire Service is a local (Elgin) automotive dealer and supplier that have been providing tires to the City of St. Charles for many years. Pomps have always provided excellent service and provide us with non-stock tires at the most competitive rates, which are government bid prices.

Other Quotations Received: None

Date: 02/25/2013

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.**





ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Purchase Trailer Pump

Presenter: John Lamb

*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council

Estimated Cost:		Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The Sanitary Sewer Division has six trailer pumps that are used in emergency and maintenance situations in the sewer system. These pumps are put into service during wet weather and maintenance events to bypass sections of the main. A pump program has been in place to replace the pumps due to age.

Staff contacted three vendors to submit quotes on the specified pump. Two of the three vendors responded. The two quotes are as follows:

Xylem/Godwin: \$42,180.00

Pioneer Pump: \$44,645.00

Staff currently owns three Godwin pumps and has considerable investment in accessory items such as fittings, discharge and suction hoses that are customized to these pumps. Another custom feature is a remote auto control panel that allows these pumps to remain unattended during prolonged pumping operations. Standardizing pump purchases also allow staff to better utilize existing spare parts inventories, deploy pumps more efficiently during emergencies, and ease training requirements.

Staff recommends purchasing the Xylem/Godwin CD150M pump. Since quotes were requested the formal bid process needs to be waived.

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

Bid Waiver  
Resolution Authorizing Mayor and Clerk to Execute purchase.

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

Recommend to waive formal bid process and approve pump purchase from Xylem/Godwin at a cost of \$42,180.00 and a Resolution Authorizing the Mayor and City Clerk to execute same.

<i>For office use only</i>	<i>Agenda Item Number: 7.d</i>
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**SALE QUOTATION**

*Pumpset with Custom Build Trailer*

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Godwin Dri-Prime CD150M Diesel Pump <ul style="list-style-type: none"> <li>• 6" 150# Flange Suction and Discharge</li> <li>• John Deere 4045T290 IT4 Diesel Engine</li> <li>• Skid-mounted</li> <li>• <b>Engine/Motor Options</b> <ul style="list-style-type: none"> <li>• Block Heater - 110 Volt</li> </ul> </li> <li>• <b>Base Options</b> <ul style="list-style-type: none"> <li>• 100 Gallon</li> <li>• Custom               <ul style="list-style-type: none"> <li>• Electric Brakes</li> </ul> </li> <li>• Hose Basket               <ul style="list-style-type: none"> <li>• for 3 - 6" x 50' Discharge Hose</li> </ul> </li> <li>• Hose Rack               <ul style="list-style-type: none"> <li>• Suction Hose, will hold 6 - 6" x 10'</li> </ul> </li> <li>• Lights - 12 Volt Work Lights</li> <li>• Tandem Axle</li> <li>• Tool Box</li> <li>• Lights - DOT Standard</li> </ul> </li> </ul>	\$ 42,180.00	\$ 42,180.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
B	1	6" Female Godwin QD x 6" 150# Flange Adapter	231.80	231.80
C	1	6" Male Godwin QD x 6" 150# Flange Adapter	309.70	309.70
D	1	6" Low Velocity Suction Screen with Male Godwin QD Fittings	332.50	332.50
E	2	6" x 25' Heavy Duty Layflat Hose with Godwin QD Fittings	566.20	1,132.40
F	2	6" x 10' Black Water Suction Hose with Godwin QD Fittings	384.75	769.50
<b>NET SALE TOTAL</b>				<b>\$ 44,955.90</b>
<b>DELIVERY CHARGE</b>				<b>\$ 250.00</b>

**Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.**

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 90 days. All prices quoted in US dollars.



Phil Kelsner  
<pkelsner@npcrents.com>  
01/28/2013 06:06 PM

To <dtodd@stcharlesil.gov>  
cc  
bcc  
Subject updated quote

Dave,

Updated pricing call with questions

**PIONEER PRIME DIESEL DRIVEN TRAILER MOUNTED PUMP PACKAGE:**

**Model: PP66S12L72-4045TF290**

- Pioneer Prime Heavy Duty Solids Handling Vacuum Assisted Pump
- Standard Ductile Iron Construction with Run Dry Mechanical Seal and Cast Iron Wear Ring(s)
- 11.00 Inch Trimmed Diameter Ductile Iron Impeller
- Oil Lubricated Bearing Frame
- Fittings Basket**
- Pipe Rack**
- Bauer fittings**
- John Deere Model 4045TF290 Diesel Engine Rated For 60 Continuous HP @ 1800 RPM
- Trailer Mounted Package with 12 Volt – 4D Heavy Duty Battery
- LOFA CP750 Auto Start/Stop Control Panel
- Entire Package Completely Assembled, Primed & Painted Pioneer Green before Shipment

**Net Price Each: \$40,998, F.O.B. Canby, OR**

**Net Price Each Adder for DOT Fenders, Lights and Reflectors: \$684.00**

**Net Price Each Adder for Block heater \$219**

**Net price Each Adder for electric trailer brakes \$889**

**Net Price Each Adder for Dual Axle Trailer \$1,675**

**Net Price 6" x 10' black suction hose/Bauer fittings \$382**

*44,465*

Thank you for the opportunity to quote. Pricing is valid for 30 days. Approximate availability is 4 – 6 weeks from receipt of order. Please let me know if you need additional information, or if I can assist further

**Phil Kelsner**  
Sales Engineer

2138 Maxim Dr.  
Joliet, IL 60436

**REQUEST FOR WAIVING BID PROCEDURE**

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

Xylem / Godwin  
16830 Chicago Avenue  
Lansing, IL 60438

For the purchase of: Six inch pump Model CD150M and trailer at a cost not to exceed:  
\$42,150.00

Reason for the request to waive the bid procedure: Staff did not use formal bid procedure but requested quotes from three companies for pricing.

Other Quotations Received: one

Date: 02/11/2013

Requested by: John Lamb

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.**



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award Valve Operating and Leak Survey Services

Presenter: John Lamb

*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council

Estimated Cost:		Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The Water Division conducts a valve operating program and a leak detection and location survey on an annual basis. The valve operating program involves the exercising and maintenance of the 3,300 valves in the distribution system. A leak detection survey is conducted to determine number and size of leaks in the system to identify unaccounted water loss. They also respond to main break situations when a break cannot be located.

Both of these services are performed by outside contractors, due to time factors and equipment involved. In the past these services were contracted separately and were three-year service agreements. This year staff combined the two services into one request for proposal in an effort to possibly reduce costs of the programs. The result of combining contracts is saving approximately \$7,500 over three years with the valve program and holding costs on leak survey. There is also savings in staff administrative costs due to issuing only one RFP and administering one less contract through the year.

Staff sent out a request for proposals and received three proposals in response. After review of proposals, staff recommends awarding a three-year service agreement to Associated Technical Services (ATS) in the amount of \$207,514.08. Staff checked references on both ATS and Wachs and found more favorable responses for ATS. Staff currently has a positive working relationship with ATS.

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

Resolution Authorizing Mayor and Clerk to Execute.  
Summary of vendor proposals and costs

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

Recommend approval to award a three-year service agreement in the amount of \$207,514.08 to Associated Technical Services and a Resolution authorizing the Mayor and City Clerk to execute same.

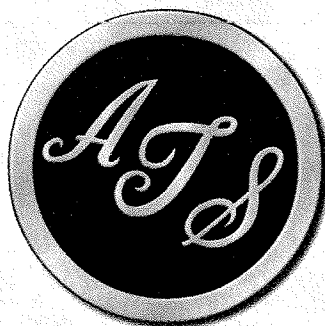
*For office use only*

*Agenda Item Number: 7.e*

## Water Division combination Valve Operating and Leak Survey proposal review

Quote Received from:

		Leak Survey Cost	Valve Operating	Yearly Total	Running Total
Associated Technical Services	Year One	\$ 19,863.36	\$ 46,960.00	\$ 66,823.36	\$ 66,823.36
	Year Two	\$ 19,863.36	\$ 49,308.00	\$ 69,171.36	\$ 135,994.72
	Year Three	\$ 19,863.36	\$ 51,656.00	\$ 71,519.36	\$ 207,514.08
Wachs Water Services	Year One	\$ 23,548.31	\$ 44,025.00	\$ 67,573.31	\$ 67,573.31
	Year Two	\$ 24,060.00	\$ 44,612.00	\$ 68,672.00	\$ 136,245.31
	Year Three	\$ 24,572.00	\$ 45,199.00	\$ 69,771.00	\$ 206,016.31
M. E. Simpson Co.	Year One	\$ 25,080.00	\$ 44,612.00	\$ 69,692.00	\$ 69,692.00
	Year Two	\$ 25,080.00	\$ 45,786.00	\$ 70,866.00	\$ 140,558.00
	Year Three	\$ 25,080.00	\$ 46,960.00	\$ 72,040.00	\$ 212,598.00



**ASSOCIATED TECHNICAL  
SERVICES LTD.**  
*Est. 1979*

**2013 - 2015  
Combined Valve Operating  
and Leak Location Survey**

for the

**City of St Charles**

**Submitted January 25, 2013**

**ASSOCIATED TECHNICAL SERVICES LTD.**

524 W. Saint Charles Road, Villa Park, IL 60181

[www.ATSLimited.com](http://www.ATSLimited.com)

***Professional Technical Services***

Leak Surveys • Leak Pinpointing • Utility Location • Hydrant Flow Testing • Water Main Flushing  
Valve Assessment Programs • GPS-GIS Mapping Surveys • Location Equipment Sales and Expert Training

24-Hour Hot Line: (630) 834-1558 • E-Mail: [info@ATSLimited.com](mailto:info@ATSLimited.com)

Year 1

Item	Estimated Quantity	Unit Cost	Total
Leak survey	1203840' (228 miles)	\$ 0.0165	\$ 19,863.36
Valve Exercising	1174	\$ 40	\$ 46,960.00
<b>TOTAL:</b>			\$ 66,823.36

Unit cost for correlated leaks:

Main Line	\$ 325	
Hydrant	\$ 95	
Service Line	\$ 325	
Valve	\$ 95	
Additional Category	\$ _____	Specify _____

Year 2

Item	Estimated Quantity	Unit Cost	Total
Leak survey	1203840' (228 miles)	\$ 0.0165	\$ 19,863.36
Valve Exercising	1174	\$ 42	\$ 49,308.00
<b>TOTAL:</b>			\$ 69,171.36

Unit cost for correlated leaks:

Main Line	\$ 325	
Hydrant	\$ 95	
Service Line	\$ 325	
Valve	\$ 95	
Additional Category	\$ _____	Specify _____



Year 3

Item	Estimated Quantity	Unit Cost	Total
Leak survey	1203840' (228 miles)	\$ 0.0165	\$ 19,863.36
Valve Exercising	1174	\$ 44	\$ 51,656.00
<b>TOTAL:</b>			\$ 71,519.36

Unit cost for correlated leaks:

Main Line	\$ 325
Hydrant	\$ 95
Service Line	\$ 325
Valve	\$ 95
Additional Category	\$ _____

Specify \_\_\_\_\_

# City of St. Charles

Valve Operating and Leak Detection & Location Survey

Due: January 25, 2013



Page 8

Year 1

Leak survey	1203840' (228 miles)	\$ 0.019561	\$ 23,548.31
Valve Exercising	1174	\$ 37.50	\$ 44,025.00
<b>TOTAL:</b>			\$ 67,573.31

Unit cost for correlated leaks:

Main Line	\$ 245.00
Hydrant	\$ 85.00
Service Line	\$ 245.00
Valve	\$ 85.00
Additional Category	\$ _____

Specify \_\_\_\_\_

Year 2

Leak survey	1203840' (228 miles)	\$ 0.019986	\$ 24,060.00
Valve Exercising	1174	\$ 38.00	\$ 44,612.00
<b>TOTAL:</b>			\$ 68,672.00

Unit cost for correlated leaks:

Main Line	\$ 250.00
Hydrant	\$ 90.00
Service Line	\$ 250.00
Valve	\$ 90.00
Additional Category	\$ _____

Specify \_\_\_\_\_

Page 9

Year 3

Leak survey	1203840' (228 miles)	\$ 0.020411	\$ 24,572.00
Valve Exercising	1174	\$ 38.50	\$ 45,199.00
<b>TOTAL:</b>			<b>\$ 69,771.00</b>

Unit cost for correlated leaks:

Main Line	\$ 250.00
Hydrant	\$ 90.00
Service Line	\$ 250.00
Valve	\$ 90.00
Additional Category	\$ _____

Specify \_\_\_\_\_

# M.E. **SIMPSON** Co., Inc.

www.mesimpson.com

3406 Enterprise Avenue  
Valparaiso, IN 46383

Phone: (800) 255-1521  
Fax: (888) 531-2444

January 24, 2013

Mr. Mike Shortall  
Purchasing Office  
City of St. Charles  
2 E. Main Street  
St. Charles, Illinois 60174

Dear Mr. Shortall,

M.E. Simpson Co., Inc. is pleased to present our response to the request for proposals, for "**Leak Detection and Location Survey and Valve Exercising**" for the City of St. Charles, Illinois.

M.E. Simpson Co., Inc. is a **Technical Services** firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution and wastewater collection systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMP's) for utilities. We provide our clients the highest quality Technical and Professional Services, with highly skilled and trained professionals using state-of-the art technologies.

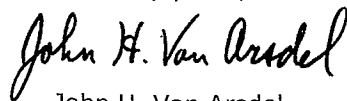
These services were developed and refined to provide Utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "In-House" programs utilized by a utility, M.E. Simpson Co., Inc. provides our services to our clients knowing that the public has the implicit faith that *"the water is always safe to drink"*.

This **Proposal** is being submitted as follows:

- ◆ **Required Documents**
- ◆ **Firm History**
- ◆ **Related Project Experience, References**
- ◆ **Employee Qualifications, Project Staffing**
- ◆ **Project Understanding and Approach**
- ◆ **Scope of Services, Proposed Schedule**
- ◆ **Proposal Fee**
- ◆ **Leak Survey & Valve Report Example**

We thank you for your consideration and this opportunity to acquaint you with our **Leak Detection and Location Survey & Valve Exercising Services** and offer this proposal. If there are any inquiries regarding this proposal, please do not hesitate to contact us. We look forward to hearing from you soon.

Sincerely yours,



John H. Van Arsdel  
Vice President  
JHV/jph

# PROPOSAL FEE

January 24, 2013

M.E. Simpson Co., Inc. is pleased to present our "Cost Proposal" for Leak Detection and Valve Exercising Services for the **City of St. Charles, Illinois**. The leak survey program will be conducted on approximately **228** miles of pipe per year and **1,174** valves exercised per year in the Utility's water distribution systems. M.E. Simpson Co., Inc. will perform this leak survey with one or two of our two-man teams, with all necessary equipment, described within this document, furnished by M.E. Simpson Co., Inc. All procedures will be followed as described within this document. All travel, lodging and meals are included in the proposal price.

2013

Item	Estimated Qty.	Unit Cost	Total
Leak Survey	228 miles	\$110.00	\$25,080.00
Valve Exercising	1,174	\$38.00	\$44,612.00
<b>Total</b>			<b>\$69,692.00</b>

Unit Cost for Correlated Leaks:  
 Main Line: \$275.00 each  
 Hydrant: \$100.00 each  
 Service Line: \$275.00 each  
 Valve: \$100.00 each  
 Additional Category: \$275.00 each

2014

Item	Estimated Qty.	Unit Cost	Total
Leak Survey	228 miles	\$110.00	\$25,080.00
Valve Exercising	1,174	\$39.00	\$70,866.00
<b>Total</b>			<b>\$70,866.00</b>

45786

Unit Cost for Correlated Leaks:  
 Main Line: \$275.00 each  
 Hydrant: \$100.00 each  
 Service Line: \$275.00 each  
 Valve: \$100.00 each  
 Additional Category: \$275.00 each

2015

Item	Estimated Qty.	Unit Cost	Total
Leak Survey	228 miles	\$110.00	\$25,080.00
Valve Exercising.	1,174	\$40.00	\$46,960.00
<b>Total</b>			<b>\$72,040.00</b>

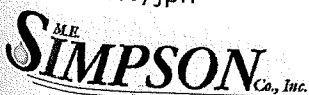
Unit Cost for Correlated Leaks:  
 Main Line: \$275.00 each  
 Hydrant: \$100.00 each  
 Service Line: \$275.00 each  
 Valve: \$100.00 each  
 Additional Category: \$275.00 each

We thank you for this opportunity to acquaint you with our Leak Detection Services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.

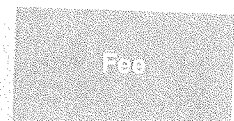
Sincerely Yours,

*John H. Van Arsdel*

John H. Van Arsdel  
 Vice President  
 JHV/jph



Valve Operating and Leak Detection & Location Survey –  
 City of St. Charles, Illinois





ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Contract Extension for Traffic Signal Maintenance

Presenter: James Bernahl

*Please check appropriate box:*

	Government Operations	X	Government Services 02.25.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$34,932	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

As part of the City’s annual traffic signal maintenance obligations, the City will need to enter into a new contract agreement. Historically, the City would enter into a maintenance agreement which offered the flexibility to extend services offered for a period of three years. Based on that firm’s performance throughout the previous year the City would either elect to utilize its option or go back out to bid for a new contractor. In 2009 the City of St. Charles entered into a three-year agreement with Meade Electric to perform traffic signal maintenance for all traffic signals owned and maintained by the City of St. Charles which includes almost all traffic signals along the IL Rte. 64 corridor.

As the Illinois Department of Transportation (IDOT) continues with the major reconstruction of East Main Street from 7<sup>th</sup> Avenue to IL 59 many of these signals are scheduled to be upgraded and replaced. As part of the awarding of the contract all traffic signals within the construction limits will be required to be maintained by the Contractor awarded the IDOT contract. For this reason the City will not be obligated to perform maintenance to these traffic signals during this work as would be typical. Upon the completion of the IDOT project the City will transfer maintenance of these signals to IDOT in perpetuity based on previous discussions.

On March 19, 2012 the City Council approved the recommendation by staff that for the interim period the existing traffic signal maintenance agreement with Meade Electric would be extended for an additional three years. As part of this agreement staff recommends approving the extension of this agreement for the fiscal year 2013-2014. The services provided were admirable and no notable circumstances were made during the previous year contract term.

Meade Electric has confirmed that they will maintain their current pricing schedule for the 2013-2014 contract term period. For these reasons staff recommends awarding the contract for “traffic signal maintenance to Meade Electric.”

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

Copy of Meade Electric Letter of Commitment for Pricing

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

Recommend approval of Contract Extension with Meade Electric for Annual Traffic Signal Maintenance for a period not to exceed three years.

*For office use only:*

*Agenda Item Number: 7.f*



9550 W. 55th Street • Suite A • McCook, IL 60525 • 708-588-2500 • 708-588-2501 Fax

January 24, 2013

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

Attention: Gary Long – Engineering Project Coordinator

Reference: 2013 / 2014 Traffic Signal Maintenance Contract

Subject: Contract Extension (May 1, 2013 – April 30, 2014)

Dear Gary,

This letter is in response to your e-mail dated January 15, 2013 regarding the potential extension of the current traffic signal maintenance contract that Meade Electric Company, Inc. has with the City of St. Charles.

Meade Electric Company, Inc. will gratefully and willingly accept an extension of our traffic signal maintenance contract with the City of St. Charles for an additional year (May 1, 2013 – April 30, 2014). In light of the current economic climate, Meade is willing to perform the routine maintenance of the City of St. Charles traffic signal installations for the additional year with no increase in the rates. Meade requests that the rates would be revisited again next year.

Please advise if this request receives the favorable consideration from the City of St. Charles.

We appreciate the opportunity to serve the people of St. Charles.

Sincerely,  
Meade Electric Company, Inc.

A handwritten signature in black ink that reads "Thomas W. Talbot". The signature is written in a cursive style with a large, stylized initial 'T'.

Thomas W. Talbot  
Project Manager

cc: file





ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Revisions to Engineering Design and Inspection Policy Manual

Presenter: James Bernahl

*Please check appropriate box:*

Government Operations

X

Government Services 02.25.13

Planning & Development

City Council

Estimated Cost:

Budgeted:

YES

NO

If NO, please explain how item will be funded:

### Executive Summary:

This manual was developed among the engineers and staff in Community Development, Public Works, and Public Works Operational Divisions. As part of the adoption of this manual and to assure that the City Council is aware of any changes made by staff on an as needed or annual basis, we will present any changes to the manual for City Council approval. Many of these changes to the manual are considered minimal in nature (e.g. new state highway manual changes, revised MUTCD manual, changes to City details, changes to referenced code books, etc.).

As you may recall the reasoning for the development of this manual was to create an updated and consolidated location for all approved engineering design and inspection guidelines for current residents, potential developers, as well as staff for reference. By consolidating all of these requirements into one manual it is staff's hope that this will help reduce these types of frequent changes to the City Code and thus create a more consistent and efficient resource for the residents, potential developers, and staff.

### Attachments: *(please list)*

Copy of memo indicating the changes made to the St. Charles Engineering Design and Inspection Policy Manual.

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

Recommendation to approve the modifications to the St. Charles Engineering Design and Inspection Policy Manual.

*For office use only*

*Agenda Item Number: 7.g*



## Interoffice Memorandum

Public Works Engineering Division

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**To:** Mark Koenen  
**From:** James Bernahl  
**Date:** February 11, 2013  
**Subject:** Annual update to St. Charles Engineering Design and Inspection Policy Manual

The following memo is an overview of the proposed modifications to the St. Charles Engineering Design and Inspection Policy Manual. These updates are part of the City's annual commitment to keep this manual current and also to provide the Government Services Committee an annual update of those modifications.

The following list is the proposed modifications that will be made to the Engineering Design and Inspection Policy Manual:

1. As part of the recent updating to Title 16 Code for Subdivision and Land Improvements by Community Development, the following sections of that code section are being updated as follows:
  - a. Addition of cul-de-sac detail: Current detail will need to be revised to meet the minimum dimension requirements of Appendix D of the 2009 IFC and 12.30.050(B)4
    - i. *New detail is being developed and incorporated into Engineering Design and Inspection Policy Manual (EDIPM).*
  - b. Row and pavement requirements chart on page 27 of the EDIPM needs to be updated.
    - i. *Revised chart has been added to the EDIPM.*
  - c. Pavement lengths listed on page 27 of EDIPM need to be updated as follows:
    - i. Maximum residential block length shall be per Title 16.080.030
      1. *Note has been added to EDIPM*
    - ii. Cul-de-sac shall have a maximum length of as defined in Title 12.30.050(B)4.
      1. *Note has been added to EDIPM*
  - d. Section 12.30.050 was revised as part of the Title 16 rewrite. One of these revisions removed minimum curb radiuses at street intersections that were original identified in the City Code with the intent to list these radiuses in the EDIPM. This removed text will need to be updated and included in the EDIPM.
    - i. Minimum intersection curb radiuses:
      1. Two minor streets: 25'
      2. Minor and collector streets: 30'
      3. Tow collector streets: 40'
      4. Truck routes or zoned manufacturing: 45'
    - ii. *These modifications were made to the EDIPM*