

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
JAMES MARTIN, CHAIRMAN**

**MONDAY, SEPTEMBER 23, 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. Tree Commission Minutes – Information only.
 - c. EAB Control Efforts – August, 2013 – Information only.
 - d. EAB Control Efforts – September, 2013 – Information only.
- 4. POLICE DEPARTMENT**
 - a. Recommendation to Approve a Restated Intergovernmental Agreement for Tri-City Police Records .
 - b. Recommendation to Approve Downtown St. Charles Partnership Request for Amplification and to Close 1st Street to Host Lighting of Lights in the 1st Street Plaza.
 - c. Recommendation to Approve Amplification and a Resolution for the Closure of Routes 64 and 31 for the Holiday Homecoming Parade.
- 5. PUBLIC WORKS DEPARTMENT**
 - a. Presentation to provide Update on IL Route 64 Projects – Information only.
 - b. Recommendation to approve Contract for Construction Services for the North 15th Street Reconstruction Project – Phase 2.
 - c. Recommendation to approve Contract for Construction Services for the Tyler Road Drainage Improvement Project.

- d. Recommendation to Approve an Ordinance Amending Title 13, “Public Utilities”, Section 13.08 “Electric”, of the St. Charles Municipal Code.
- e. Recommendation to Award Contract for Installation of Oil Containment at City Substations.
- f. Recommendation to approve and accept Easement at 3340 West Main Street (Parent Petroleum/former Benchmark Bank).
- g. Recommendation to approve the Memorandum of Understanding Agreement and a Resolution Authorizing the Mayor and City Clerk to execute on behalf of the City of St. Charles.
- h. Presentation of Red Gate Water Tower Alternatives.
- i. Recommendation to approve Resolutions for IEPA Low Interest Loan Process for Red Gate Water Tower.
- j. Recommendation to award Bid for Sanitary and Storm Sewer Lining.
- k. Recommendation to approve the 209 West Main Street Parking Lot Lease Agreement.

6. EXECUTIVE SESSION

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining

7. ADDITIONAL BUSINESS

8. 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 09.23.13
<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 information only.

Attachments: *(please list)*

July and August 2013 Outage Reports.

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.a

General Information			Cause		Time & Duration				Customers		
#	Date	S/U	Circuit, Address/Location	Description	#	Ints	T off	T on	Mins	# Out	Cust Min
1	7/8/2013	U	L7962; SE & SW side of town	Com Ed line lost, confirmed lightning hit	0	1	7/8/13 9:42 AM	7/8/13 9:42 AM	0	2,190	0
2	7/8/2013	U	311; 1402 Moore Ave.	Weather, lightning hit on overhead line	3	1	7/8/13 10:20 AM	7/8/13 10:55 AM	35	14	490
3	7/8/2013	U	L13150; SE & SW side of town	Com Ed line lost, Failed arrester at Sub 3	6	3	7/8/13 8:02 PM	7/8/13 8:45 PM	43	2,750	118250
4	7/11/2013	U	624; 726 Mosedale St.	Overhead; connector failure.	1	1	7/11/13 7:30 AM	7/11/13 8:45 AM	75	1	75
5	7/15/2013	U	622; Covington Ct.	Underground; cable fault.	2	2	7/15/13 5:40 AM	7/15/13 5:40 AM	0	481	0
6	7/15/2013	U	622; Covington Ct.	Underground; cable fault.	2	1	7/15/13 5:40 AM	7/15/13 8:26 AM	166	60	9960
7	7/15/2013	U	626; Covington Ct.	Underground; switchgear blade fell off during switch installation	1	1	7/15/13 8:23 AM	7/15/13 8:23 AM	0	377	0
8	7/20/2013	U	624; 505 Indiana St.	Animal, Squirrel blew fuse.	4	1	7/20/13 6:30 AM	7/20/13 7:30 AM	60	12	720
9	7/20/2013	U	624; 505 Indiana St.	Animal, Squirrel blew fuse., caused momentary outate on line	1	1	7/20/13 6:30 AM	7/20/13 6:30 AM	0	775	0
10	7/26/2013	U	312; 316 S. 4th Ave.	Overhead; connector failure.	1	1	7/26/13 7:15 PM	7/26/13 8:30 PM	75	1	75
11	7/27/2013	S	531; 315 S. Kirk Rd.	Underground; scheduled outage to replace transformer	2	1	7/27/13 7:30 AM	7/27/13 10:50 AM	200	1	200

S/U - Scheduled or Unscheduled

Ints - # of Interruptions

Long - >1 min; Short - <1 min

Cause # - see table on page 3

General Information				Cause			Time & Duration				Customers	
#	Date	S/U	Circuit, Address/Location	Description	#	Ints	T off	T on	Mins	# Out	Cust Min	
1	8/15/2013	U	214, 200 Block S. 17th & 18th St.	Animal; Squirrel made contact on transformer.	4	1	8/15/13 4:47 PM	8/15/13 5:47 PM	60	23	1380	
2	8/28/2013	S	314, 1540 Hampton Course.	Scheduled; customer request for new patio	7	1	8/28/13 9:10 AM	8/28/13 9:50 AM	40	1	40	
3	8/30/2013	U	L13154, north east quadrant of City.	L13154; ComEd outage due to high winds during storm	0	1	8/30/13 5:43 PM	8/30/13 5:43 PM	0	1,554	0	
4	8/30/2013	U	L13156, Industrial area & Cambridge area.	L13156; ComEd outage due to high winds during storm	0	1	8/30/13 5:43 PM	8/30/13 8:14 PM	151	540	81540	
5	8/30/2013	U	L11167, Industrial area	L11167; ComEd outage due to high winds during storm	0	1	8/30/13 5:43 PM	8/30/13 7:45 PM	122	569	69418	
6	8/30/2013	U	L11167, Sub 5, Swift, E. Main & Ohio Av.	L11167; ComEd outage due to high winds during storm	0		8/30/13 5:43 PM	8/30/13 8:36 PM	173	55	9515	
7	8/30/2013	U	214, Walnut Dr., Fairview, 19th St.	Weather; wind broke pine tree	3	1	8/30/13 5:46 PM	8/30/13 8:48 PM	182	80	14560	
8	8/30/2013	U	331/332, SE & SW sides of town	Weather; customer tree blew down on Rt. 31 burning circuit	3	2	8/30/13 6:23 PM	8/30/13 6:23 PM	0	1,355	0	
9	8/30/2013	U	331/332, SE & SW sides of town	Weather; customer tree blew down on Rt. 31 burning circuit	3		8/30/13 6:28 PM	8/30/13 6:52 PM	24	1,082	25968	
10	8/30/2013	U	331, Geneva Road & surrounding area	Weather; customer tree blew down on Rt. 31 burning circuit	3		8/30/13 6:28 PM	8/30/13 8:44 PM	136	273	37128	
11	8/30/2013	U	516, Swift/DuKane	Others; equipment switch failure	10	1	8/30/13 8:00 PM	8/30/13 8:00 PM	0	3	0	
12	8/30/2013	U	516, Swift/DuKane	Others; equipment switch failure	10	1	8/30/13 10:14 PM	8/30/13 10:14 PM	0	1	0	
13	8/30/2013	U	516, 410 S. Kirk Rd.	Others; equipment switch failure	10	1	8/30/13 11:00 PM	8/31/13 12:30 AM	90	1	90	
14	8/31/2013	U	7962, DnTwn, Q-Center, SE & SW	L7962; ComEd confirmed lightning hit.	0	1	8/31/13 9:39 AM	8/31/13 9:39 AM	0	2,190	0	
15	8/31/2013	U	532, 410 S. Kirk Rd. & 3620 Ohio Ave.	Others; equipment switch failure	10	1	8/31/13 11:00 AM	8/31/13 11:00 AM	0	2	0	
16	8/31/2013	U	515, 980 Independence Ave.	Others; dig-in	10	1	8/31/13 5:30 PM	8/31/13 7:45 PM	135	1	135	
17	8/5/2013	U	L7962, City Hall and downtown area	L7962, ComEd confirmed tree contact north of City	0	1	8/5/13 3:03 PM	8/5/13 3:03 PM	0	2,190	0	

S/U - Scheduled or Unscheduled

Ints - # of Interruptions

Long - >1 min; Short - <1 min

Cause # - see table on page 3



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Tree Commission Minutes – Information only

Presenter: Peter Suhr

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 09.23.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

Executive Summary:

A duty of the Tree Commission is to advise and consult with the Government Services Committee. June 2013 meeting minutes are attached.

Attachments: *(please list)*

Tree Commission Minutes – June 2013

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.b

**MINUTES
CITY OF ST. CHARLES, IL
TREE COMMISSION
THURSDAY, JUNE 13, 2013**

Members Present: Chairman Bill Bangs, Ron Ziegler, Valerie Blaine, Suzi Myers, Ralph Grathoff, Phil Zavitz

Members Absent: Jon Duerr, Pam Otto

Others Present: Chris Adesso, Peter Suhr, Nicole Wang

- 1. Opening of Meeting and Pledge of Allegiance**
The meeting was convened by Chairman Bill Bangs at 7:04 pm.
- 2. Roll Call**
- 3. Introductions of Visitors - Comments and Concerns**
No visitors present.
- 4. Minutes - Review and Approval**
 - A. Motion to accept and place on file the minutes of the May 9, 2013, Tree Commission meeting as presented. Motion by Commissioner Myers second by Commissioner Blaine.
Voice vote: unanimous; absent Commissioners Duerr and Otto;
Motion carried at 7:06 pm.
- 5. Discussion on City Forestry Plan/Ordinance**
 - A. **Review of 5/16/13 discussion among Chairman Bangs and Commissioner Myers with City Staff Mr. Suhr and Mr. Adesso.**
Commissioners reviewed ideas for drafting a mission statement as a group. Chairman Bangs reviewed the draft outline for an Urban Forestry Plan created at the meeting on May 16th with staff. Commissioner Blaine presented some information from the Village of Northbrook's Nuisance and Replacement Program. As an example, the mission statement of the Village of Northbrook states: *"It is the goal of the Village of Northbrook to promote species diversity throughout the Village. With the help of our residents and quality service providers, we hope to establish and sustain a healthy and long lived urban forest that will benefit both the residents and visitors to the Village of Northbrook."* Commissioner Blaine expressed a desire to build in education, diversity, and quality service providers in the mission statement for the City of St. Charles Urban Forestry Plan. It is important to define the "urban forest". Commissioner Blaine will provide a link to the information for all Commissioners to review.

Mr. Adesso provided electronic files on CD of the Morton Arboretum presentation and additional plan documents for the Commissioners to review.

Mr. Suhr asked the Commissioners if “urban forestry” is the correct term. Commissioner Blaine explained the definition of an “urban forest” is “an area of relatively high amounts of people and artificial surfaces.” She commented trees on private land compliment and are interdependent on trees in the public right of way. Mr. Adesso commented that “urban forest” encompasses all public and private trees. It is important to keep in mind that we want to work on a plan; not an ordinance or legislation. Lydia referenced in her presentation the importance of providing guidance to the Plan and to help the Plan remain flexible.

Commissioner Grathoff asked if the Commission was going to hire a consultant to write the Plan. He has done research for writing the Plan internally already. Commissioner Myers explained that it would be another year before any budget allowance could be requested. The Commission has been waiting several years already. Chairman Bangs and Myers felt that the Commission should start writing a mission statement and outline for the Plan internally. Chairman Bangs explained that the goal is to work on a mission and vision statement at this time and come up with a solid outline to work off of for the future. He would like the mission statement to be at least two or three sentences.

Mr. Suhr also recommended working together on creating the mission and vision statements. Also, review the outline created to determine if there are any items that could be added. Such as, under “History”, information about St. Charles beginnings and the Tree Commission should be included. Commissioner Myers stated that she does have information on how the Tree Commission began. Chairman Bangs asked if history dating back 20 years or more is even available. Mr. Adesso stated that Public Works does have a paper copy dating back to 1991. Mr. Suhr suggested the Commissioners to focus on the bullet points within the drafted outline. Then to prioritize what would be the best items to focus on.

Chairman Bangs asked the Commissioners to consider the outline drafted on May 16th. Commissioner Grathoff asked if “Emergency Management” is necessary under “Special Projects” on the outline. Mr. Suhr added that Emergency Management funds come from FEMA when requirements are met. Otherwise, it is up to the City to fund those efforts.

Commissioner Myers asked to add “City Programs” to the outline under the “Maintenance” section.

Commissioner Blaine accepted the task of compiling the suggestions from the Commissioners. She will create the mission statement for review at

the next meeting. All Commissioners will identify their most important topics on the outline and communicate that at the next meeting.

See attached draft outline below.

B. Review of Discussion between Commissioners Duerr and Blaine.

No Discussion.

C. Review of 6/4/13 meeting with Lydia Scott of the Morton Arboretum

Presentation document "Community Tree Management Plan" shared with the Commissioners. No further discussion.

6. Comments

A. Commissioners

Chairman Bangs stated that the Mayor is scheduled to attend the July 11th meeting. He will follow-up with the Mayor's office to confirm. Phil Graf from Graf Tree Care is the presenter at the July meeting. Mr. Suhr will confirm his presentation.

B. Staff

No comments.

C. Visitors

None.

11. Adjournment

Motion by Commissioner Blaine to adjourn meeting; second by Commissioner Myers. Voice vote: unanimous; absent Commissioners Duerr and Otto. Motion carried at 8:20 pm.

Urban Forestry Management Plan Outline

1. Introduction
 - a. Mission Statement:
“The mission of the St. Charles Tree Commission is to establish and sustain a healthy and long-lived urban forest that will benefit the community both today and for generations to come. This will be achieved through citizen education and involvement that complements the care of parkway trees by the Public Works Department and their quality service providers, guidance from the Tree Commission, and support of the City Council.”
 - b. Vision Statement:
“The vision of the St. Charles Tree Commission is a healthy urban forest, comprised of diverse native tree species that support associated flora and fauna. In addition, the Commission envisions that citywide stewardship will become the lifestyle of an informed public, actively engaged in the care of the environment.”
2. History
 - a. History of St. Charles
 - b. History of the St. Charles Tree Commission
 - c. Tree Inventory
 - i. GIS Specifications
3. Diversity
 - a. Present
 - b. Future (Long Range)
4. Maintenance
 - a. Ordinances
 - b. City Programs
 - i. 50/50 Parkway Tree Program
 - ii. Private Nuisance Removal Program
5. Special Projects
 - a. Parks (Langum Woods)
 - b. Emergency Management Plan/Guidelines
 - i. Infestations
6. Education
7. Publicity
8. National Program Involvement
 - a. Arbor Day
 - b. Tree City USA / Tree Line USA / Growth Award
9. Urban Forestry Cost/Benefit Analysis
10. Resident Requests

Tree Commission

June 13, 2013

Page 5

Note: *Critical Points to Start With* - Chairman Bangs explained the focus should be on the following five outline points:

- i. Introduction with Mission and Vision Statements
- ii. Diversity - detailing what has been done and future plans
- iii. Special Projects
- iv. Emergency Management Plan/Guidelines – for storm related events
- v. Resident Request – a definition of the procedure that residents would follow to make requests of the Tree Commission

Draft created: 5/16/13 – Chairman Bangs and Commissioner Myers

Draft revision: 6/13/13 – All Commissioners



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: EAB Control Efforts – Information Only

Presenter:

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 09.23.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	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 August 2013. This update provides detailed information about the EAB infestation including EAB confirmation status and ash trees scheduled to be removed beginning in the month of September, 2013.

Attachments: *(please list)*

Summary Sheet

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.c

Emerald Ash Borer Monthly Summary Sheet

August 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 Public 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. Moving forward, 1,000 trees confirmed with EAB in phase two have been removed as of the end of June, 2013. Phase three began with the removals scheduled for May, 2013.

Proposed Tree Removals

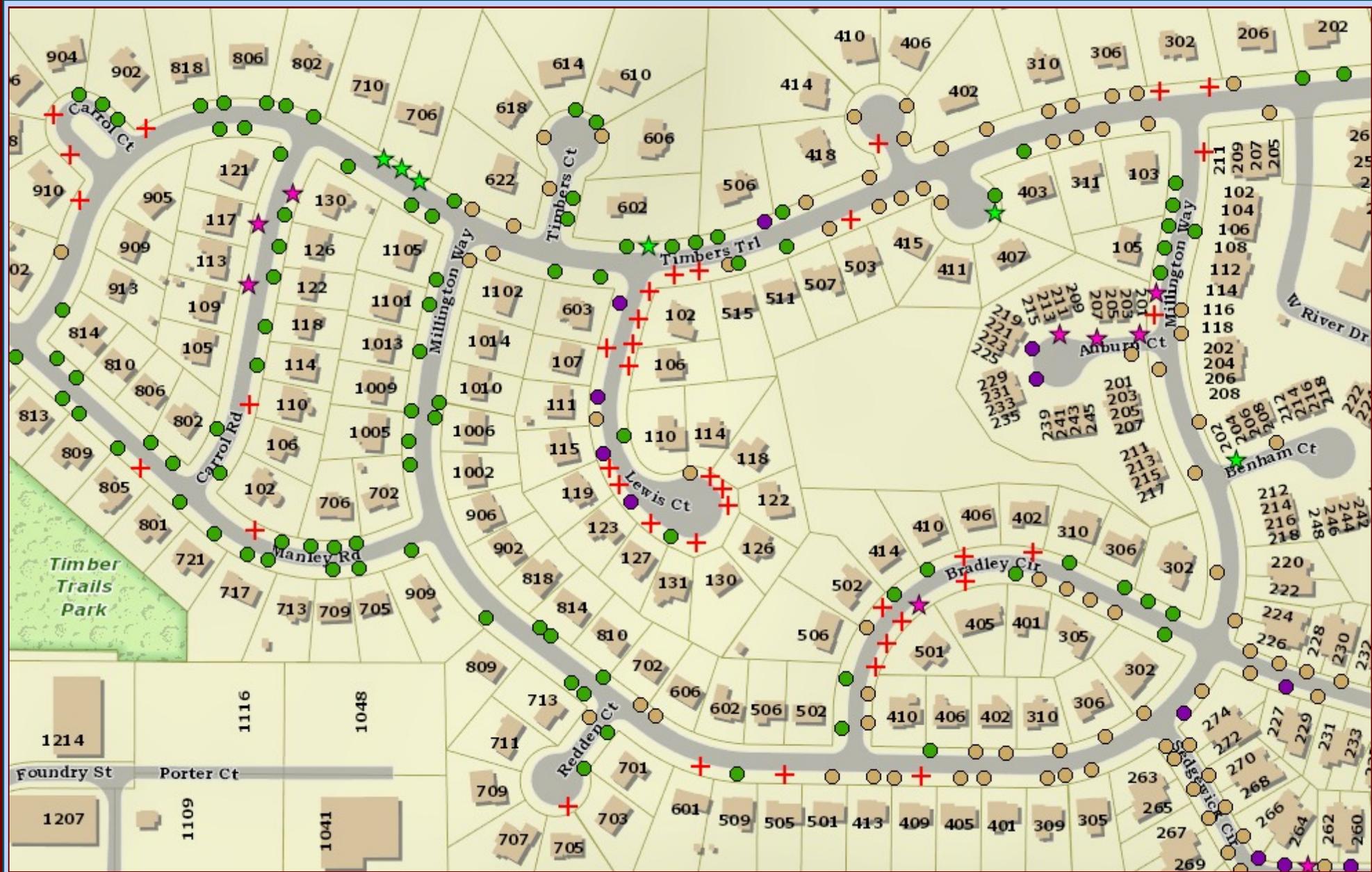
- We have scheduled to remove 132 Ash Trees starting in the month of September, 2013, including:
 1. 8 in the NW Quadrant
 2. 0 in the SW Quadrant
 3. 89 in the NE Quadrant
 4. 34 in the SE Quadrant
 5. 1 in the FW Quadrant

Treating & Planting Notes

- Spring planting of over 700 tree sites was completed as of June 7, 2013.

Additional Comments

None



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
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EAB Proposed Removals - NW Area 1

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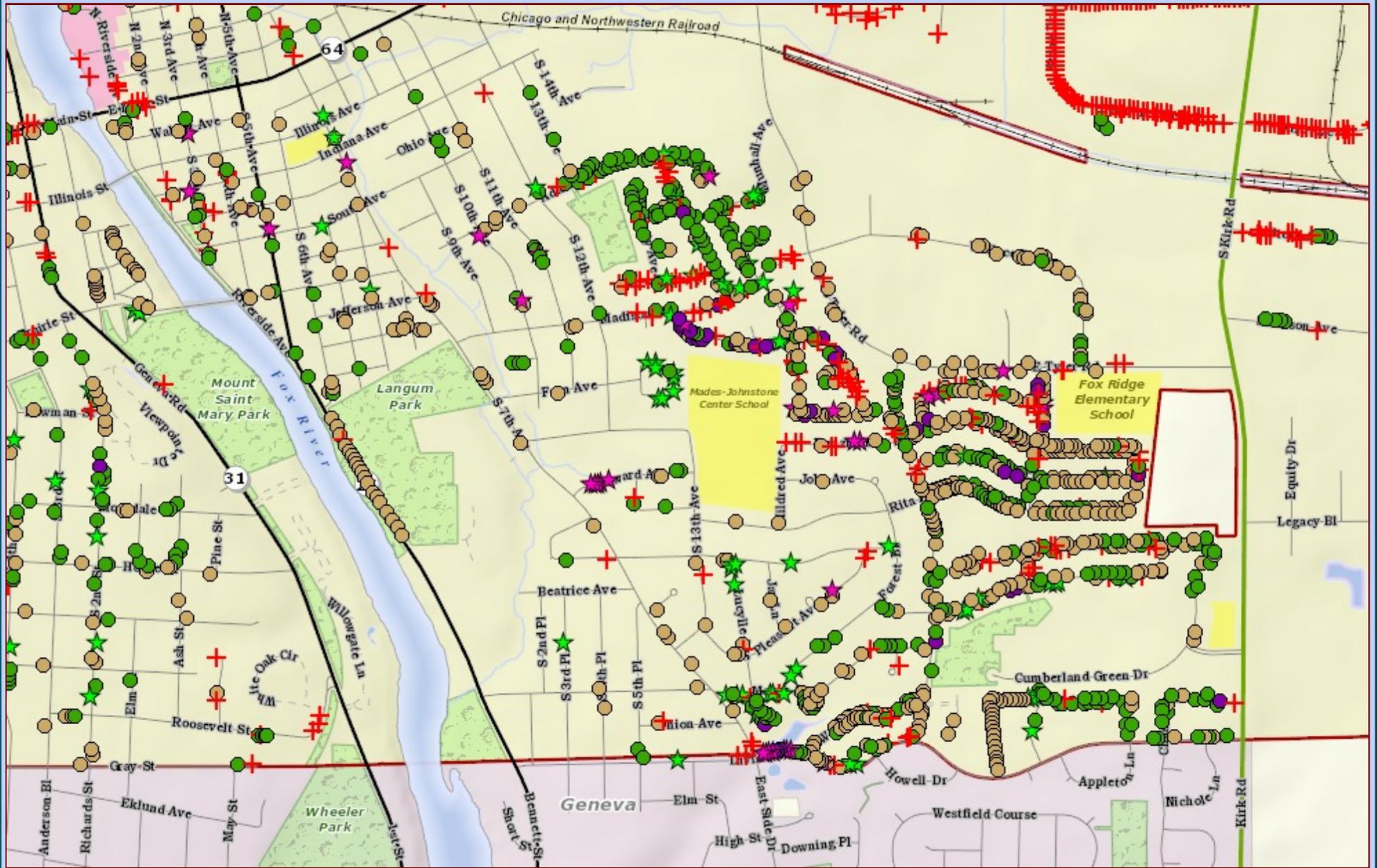


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EAB Proposed Removals - FW Area 2

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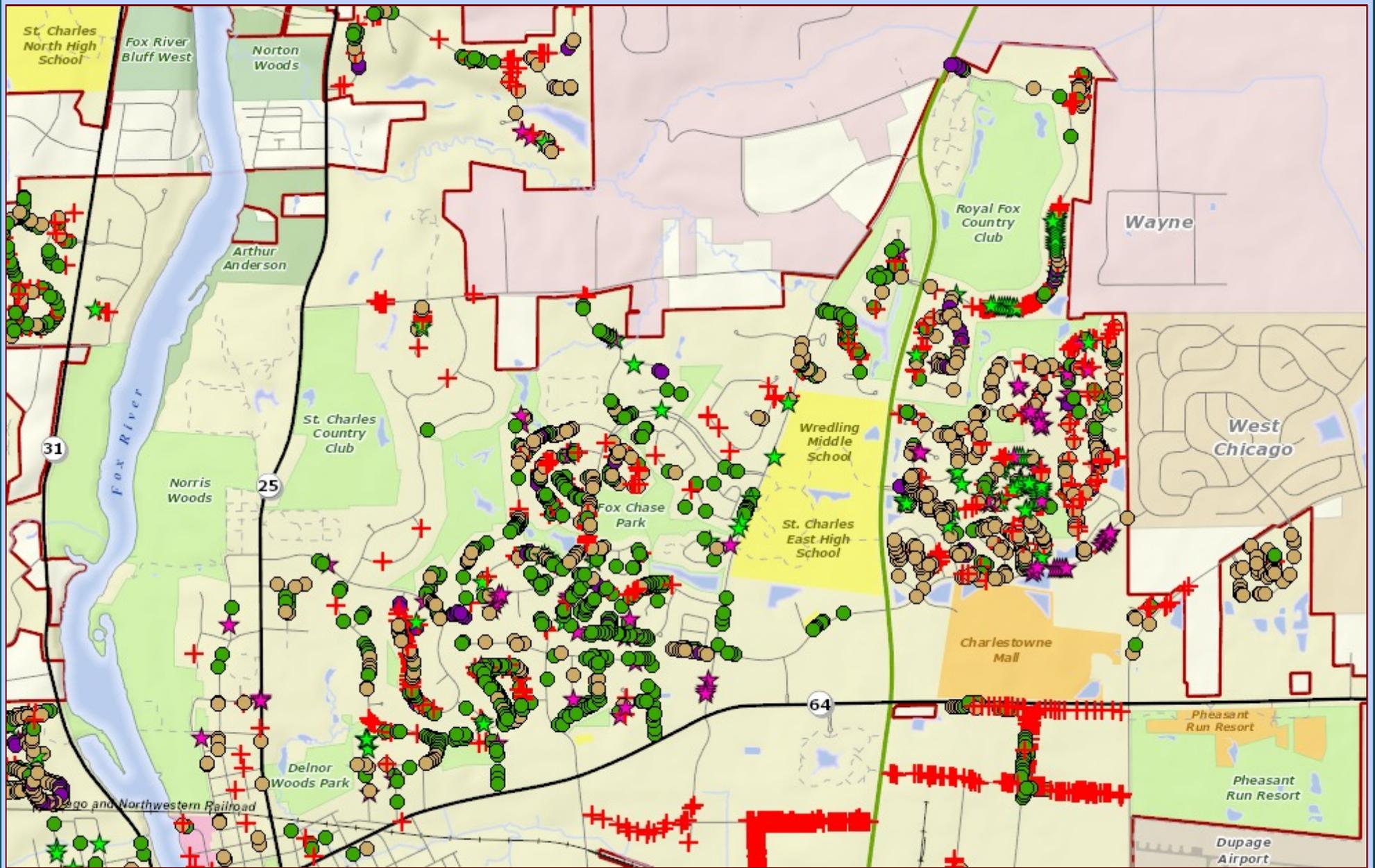
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DuPage County, Illinois
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0 571 1,142 Feet

EAB Proposed Removals - SE Area 3

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0 981 1,962 Feet

EAB Proposed Removals - NE Area 4

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ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: EAB Control Efforts – Information Only

Presenter:

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 09.23.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	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 September 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 October, 2013.

Attachments: *(please list)*

Summary Sheet

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.d

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September 2013

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Confirmed Trees

- As of June 1, 2012, all Public 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. Moving forward, 1,000 trees confirmed with EAB in phase two have been removed as of the end of June, 2013. Phase three began with the removals scheduled for May, 2013.

Proposed Tree Removals

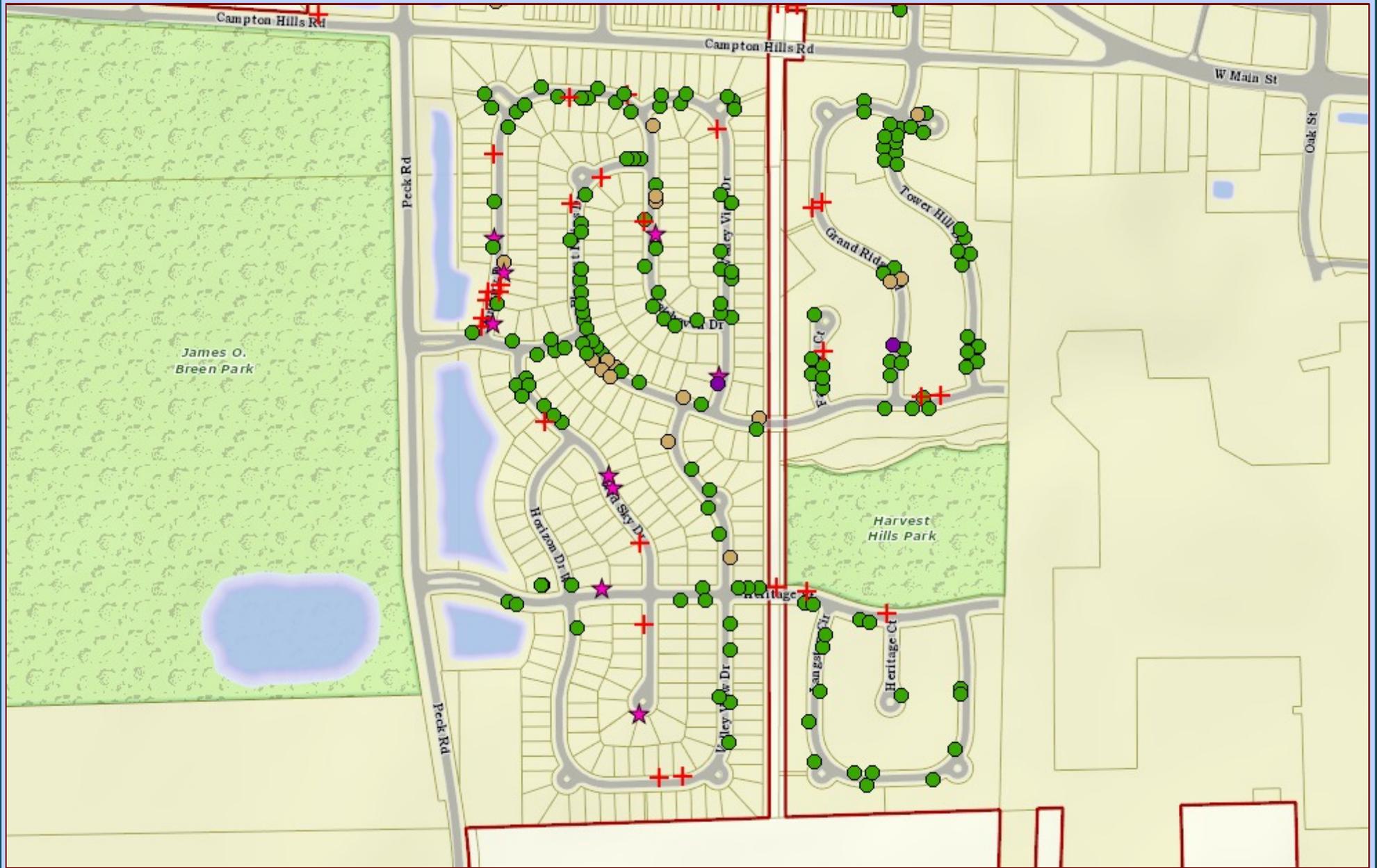
- We are proposing to remove 133 Ash Trees starting in the month of October, 2013, including:
 1. 0 in the NW Quadrant
 2. 0 in the SW Quadrant
 3. 51 in the NE Quadrant
 4. 65 in the SE Quadrant
 5. 17 in the FW Quadrant

Treating & Planting Notes

- Fall planting of 757 tree sites is currently under review. Graf Tree Care will be assisting with the placement and species selection again this fall. Planting will begin early to mid-October, weather permitting.

Additional Comments

None



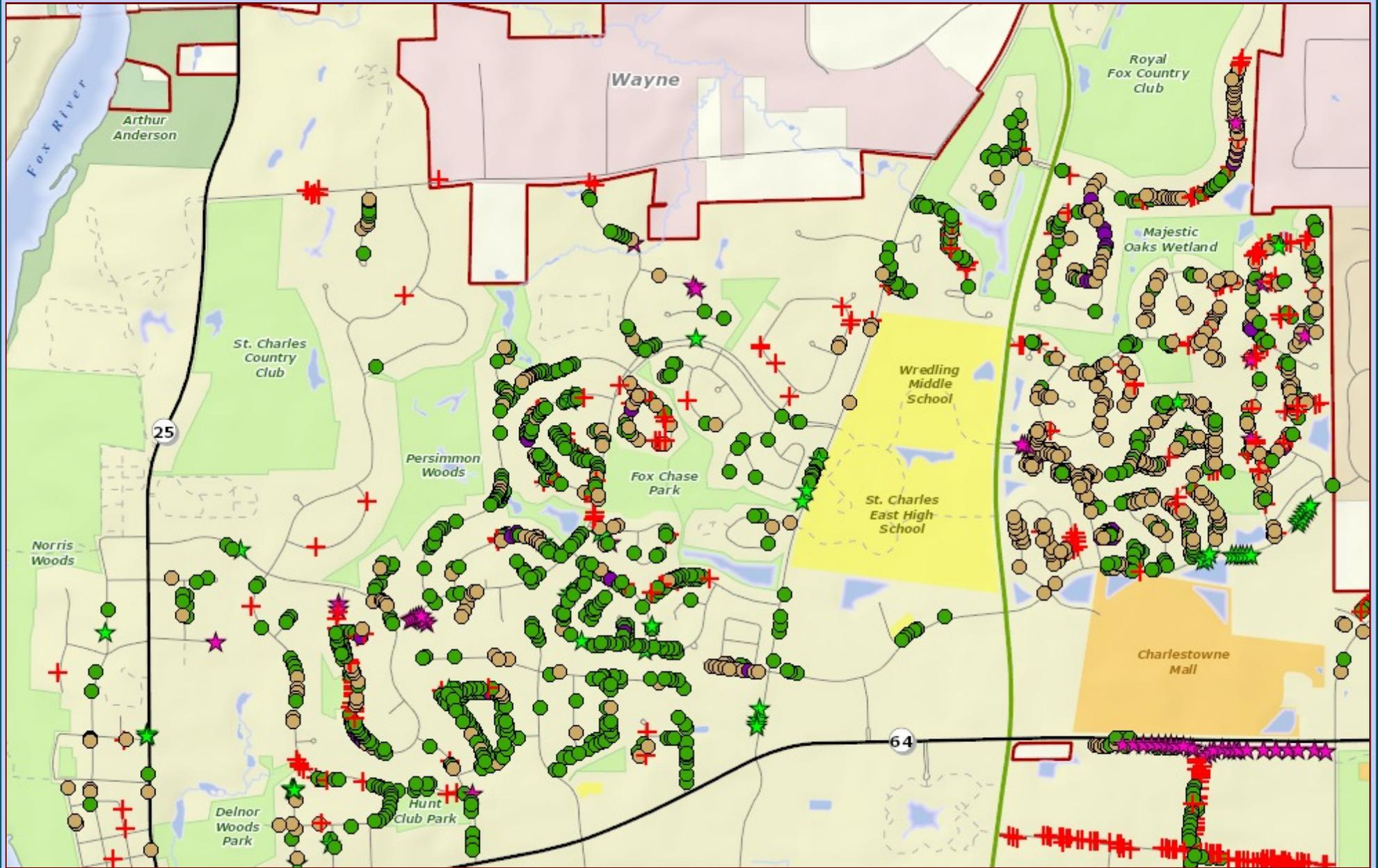
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0 269 538 Feet

EAB Proposed Removal - FW Lower Area 2
September 23, 2013

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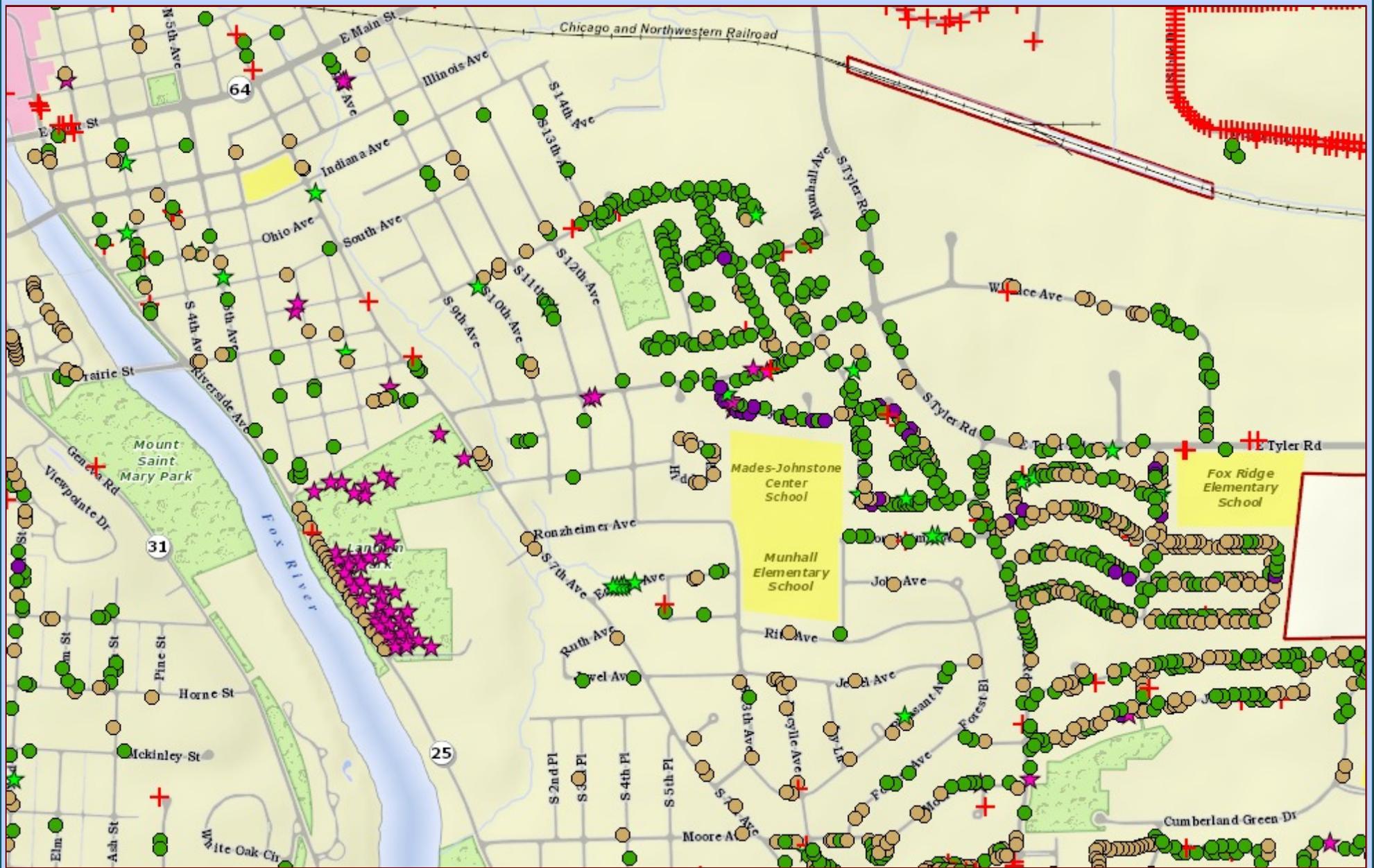
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0 719 1,439 Feet

EAB Proposed Removal - NE Area 3
September 23, 2013

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0 471 941 Feet

EAB Proposed Removal - SE Area 4
September 23, 2013

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AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Restated Intergovernmental Agreement for Tri-City Police Records
Presenter:	Deputy Chief Steve Huffman

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 09.23.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

Executive Summary:

The City of St. Charles Police Department has shared a records system with the City of Geneva and the City of Batavia since 2007. In 2013, the agreement was amended to add the Village of Sugar Grove to the records group. In going forward with data sharing involving Kane County and incorporating GIS mapping, these items are being added to the agreement in Sections 7.2.8; 9.15; and 9.15.1. These additions are considered essential components of the agreement. After attorney review, it was recommended that the agreement be RESTATED in its entirety with the changes included rather than make another amended version.

Attachments: *(please list)*

Restated Intergovernmental Agreement

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Restated Intergovernmental Agreement for Tri-City Police Records.

<i>For office use only:</i>	<i>Agenda Item Number: 4.a</i>
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RESTATED
Intergovernmental Agreement
For Tri-City Police Records

This Agreement which was made and entered into on the Fourth day of September 2007, and amended on April 1, 2013, is hereby amended on September 16, 2013, by restating the Agreement in its entirety.

The CITY OF BATAVIA, located in Kane and DuPage Counties, Illinois, the CITY OF GENEVA, located in Kane County, Illinois, the CITY OF ST. CHARLES, located in Kane and DuPage Counties, Illinois, and the VILLAGE OF SUGAR GROVE, located in Kane County, Illinois, hereby agree as follows:

1. Parties

1.1. Each of the parties to this Agreement is a municipal corporation organized and existing under the authority of the Municipal Code of 1961 (Illinois Compiled Statutes) and predecessor statutes. Each municipal corporation shall hereinafter be called "Batavia," "Geneva," "St. Charles," or "Sugar Grove" as the context may require.

2. Purpose

2.1. The purpose of this Agreement is to unite the parties in a cooperative agreement to share data processing equipment and software used to provide electronic records management services for the Police Departments in each municipality. Batavia, Geneva, St. Charles, and Sugar Grove agree that combining records will facilitate inter-department communication and cooperation, thus serving the citizens of all four communities effectively.

3. Name

3.1. For convenient reference, the name by which this Agreement shall be known is the "Tri-City Police Records Agreement."

4. Legal Basis

4.1. This Agreement is executed pursuant to the provisions of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq., and other legal authority.

5. Definitions

5.1. "New World" – New World Systems Corporation, a Michigan Corporation.

- 5.2. "New World License Agreement" – The agreement between Batavia and New World entitled "New World Standard Software License and Services Agreement" executed on February 19, 2007.
- 5.3. "System" – A combination of the software licensed from New World in the New World License Agreement and certain data processing equipment purchased by Batavia for the purpose of operating the New World software. The System shall be comprised of the actual operational equipment, software and data, as well as a second copy of the core New World records software for purposes such as testing the New World software or training personnel.
- 5.4. "Partners" – All parties to this Agreement other than Batavia.
- 5.5. "Geographic Information Systems (GIS) Data License" – Terms as outlined in Appendix 1, which is attached hereto and incorporated into this Agreement.

6. Term of Agreement

6.1 The Term of this Agreement shall be in effect for a period of three (3) years, beginning March 1, 2007, and ending February 29, 2010. Thereafter it shall automatically be renewed with no affirmative action by the parties for successive three (3) year periods commencing March 1 of each year until notice of termination is given as provided in Section 12. The parties hereto acknowledge that the duration of the initial and renewal terms of this Agreement is authorized pursuant to Paragraph 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7).

7. Services Provided by Batavia

- 7.1. Batavia shall provide the Partners with electronic access to the System. Partners shall also be permitted to utilize services from Batavia or from New World as provided in this section.
- 7.2. Batavia shall provide system management and administration functions for the System, including the following:
 - 7.2.1. Installation, configuration, and administration of the operating system on each piece of equipment;
 - 7.2.2. Installation of patches and upgrades to the operating systems;
 - 7.2.3. Regular backups of the operating systems, software, and data in accordance with Batavia policies and procedures;
 - 7.2.4. Installation and overall administration of the New World software and database system;
 - 7.2.5. Installation of patches and upgrades to the New World software and database system;
 - 7.2.6. Maintenance of network equipment and infrastructure owned or operated by Batavia;

7.2.7. For the purposes of compliance with any requests for information under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/7 et. seq.), hereinafter referred to as “FOIA”, Batavia shall not be an agent of the Partners; and

7.2.8. Incorporate GIS map data provided by the Partners into the System and update the data as provided in Section 4 of Appendix 1.

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- 7.3. The parties shall have access to the New World software components as described in Section 10. The parties shall also have access to their data stored in the database system used by the New World software.
- 7.4. Batavia shall undertake reasonable efforts to ensure access to the System but shall not, under any circumstances, guarantee the access to use the System. Certain events or circumstances, including but not limited to, hardware or software failures, may result in unscheduled downtime of the System. Batavia shall respond in a reasonable fashion to all unscheduled downtime and shall make reasonable efforts to prevent such unscheduled downtime.
- 7.5. From time to time, the System will require scheduled downtime for maintenance, repair or other purposes. Batavia shall attempt to minimize the period of downtime and shall provide reasonable notice to Partners of the expected time and duration of downtime. Such downtime shall be scheduled during pre-arranged, mutually agreeable time periods, and whenever possible, scheduled to avoid periods during unusual circumstances such as festivals or other events.
- 7.6. Batavia shall take reasonable action to protect the integrity of the System or other data processing systems operated by Batavia if a security breach is identified. Such action may require temporary interruption of services to the Partners. Batavia shall make reasonable efforts to promptly address the situation, including working with the Partners as necessary to remedy the problem.
- 7.7. Batavia shall not make any planned changes to the System or the means by which the Partners communicate with the System that could be reasonably expected to adversely affect the Partners’ ability to use the system without prior consent from all Partners.
- 7.8. Each party shall designate one or more people from their organization that shall be authorized to contact New World in order receive telephone support for the use of the System, subject to any limitations imposed by New World.
- 7.9. Partners are responsible for procuring all necessary equipment for them to access the System. Each party is also solely responsible for all costs of maintaining, repairing or operating their equipment, including any equipment required to access the System.

7.10. Batavia shall, to the extent of its capability, assist Partners in obtaining necessary technical data to ensure compatibility of Partners' computers and related equipment with the System. Batavia shall also make reasonable efforts to coordinate communications between a Partner and New World as necessary to facilitate the Partner's access to the System.

8. Governance of System Operation

8.1. A Policy Board shall be established to provide all parties with equal participation in certain decisions regarding the operation of the System as set forth in this section. The Policy Board shall not have the authority to bind or otherwise limit the Partners.

8.2. The Policy Board shall be comprised of the Chief of Police, or their assigned representative, of each of the parties of this Agreement.

8.3. Policy Board meetings may be called by any member of the Policy Board by providing notice to all other members at least forty-eight (48) hours in advance of the meeting time.

8.4. Each member of the Policy Board shall be entitled to cast one (1) vote on each matter brought to a meeting of the Policy Board for action. A quorum, defined as the majority of the members of the Policy Board, is required for the Policy Board to take action.

8.5. A majority vote of the Policy Board is required to successfully pass an action on items presented to the Policy Board.

8.6. The Policy Board shall act on matters related to policies, procedures, and other operational matters that require the cooperation of the parties in order to use or operate the System in an effective manner.

8.7. The Policy Board shall act on changes in the New World software components and/or the parties using particular components as outlined in Section 10. When changes are agreed upon by the Policy Board, the Policy Board shall recommend to the parties' City Councils that they, jointly and severally, take such necessary action to modify this Agreement accordingly, and, if required, to authorize any related expenditures.

8.8. The Policy Board shall act to determine the terms and length of a renewal of the Standard Software Maintenance Agreement ("SSMA") between Batavia and New World. The Policy Board will then recommend to the parties' City Councils that they take action to execute the agreement with New World and to authorize any related expenditures. To enter into a renewal term longer than three (3) years, the Policy Board must agree by unanimous vote rather than a majority vote. Should the Policy Board fail to successfully approve the renewal prior to the

expiration date of the then-current term, then Batavia shall have the right, at its option, to renew the SSMA for one (1) year, fifteen (15) days prior to the expiration of the then-current term.

8.9. The Policy Board shall not take any action that would violate or otherwise conflict with the New World License Agreement.

8.10. The Policy Board shall, as it deems necessary, create committees for collaboration between the parties on various functional or technical aspects of the System. Such committees shall be structured to provide equal representation from all parties.

9. Permitted Uses

9.1. Subject to the provisions relating to FOIA requests, there shall be no release or publication of data stored in the System that was entered by another party without the entering party's prior written approval. In the event that one party receives a request for information under the provisions of FOIA that may require a release of information that was not entered by that party, then that party shall notify the entering party that such a request has been made. The party receiving such a request shall process it using their policies and procedures for similar requests made under the provisions of FOIA.

9.2. Partners shall be permitted to utilize the System for the purpose of operating the New World software. All use of the system by the Partners shall be consistent with the New World License Agreement.

9.3. All information stored on the System shall be accessible only through a password-protected login, and each party shall restrict access to its respective passwords as may be reasonably necessary to preserve the security and privacy of the System.

9.4. Parties shall access only this System through their network connection to Batavia.

9.5. All parties shall utilize any information from the System only for authorized lawful police purposes.

9.6. Access to the System shall be restricted for use by each party's authorized employees and agents only. Each party shall administer its own internal procedures, including the issuance of passwords, authorizing employees and agents as users, discontinuing access of former users, and similar matters as may be required for the purposes of this Agreement.

9.7. In the event any party's participation in this Agreement is terminated, the terminated party shall immediately discontinue any usage of the System.

- 9.8. Batavia shall be promptly notified of any breach in Partner's computer or recordkeeping system that may jeopardize the security or integrity of the System, including the termination of employment of any formerly authorized user of the System, so that appropriate security measures can be implemented.
- 9.9. In addition to the above-described security and non-disclosure requirements, all parties shall comply with all local, state and federal regulations and statutes governing the keeping, use or transmission of personal information or records of any sort which are kept on or accessed through the System, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).
- 9.10. Batavia shall administer all internal aspects of the System. Batavia shall also monitor the System as follows:
- 9.10.1. Use automated means to monitor the availability of the equipment used in the operation of the System, and to notify Batavia Information Systems personnel in the event of a failure.
 - 9.10.2. Install and maintain current anti-virus and anti-spyware software on the System, and use the centralized management services of those software products to notify Batavia Information Systems personnel in the event that a problem is detected.
 - 9.10.3. Review event logs for the various components of the System where available, and take action as necessary to correct problems as identified in the logs.
- 9.11. All parties agree that they shall monitor use of the System by their employees and agents as the party may deem necessary to assure that all use is in accordance with their own policies, all applicable laws and this Agreement.
- 9.12. Partners acknowledge and agree that the New World software is confidential and proprietary to New World. Partners are bound by the same obligations for confidential information as Batavia as more fully set forth in Section 8 of the New World License Agreement.
- 9.13. Each party is responsible for their compliance with license requirements for the number of users or workstations in use at their facilities in accordance with the terms of the New World License Agreement.
- 9.14. All parties share the same responsibilities for the initial implementation of the System or the later implementation of additional components. These responsibilities are described in Sections 6.1, 6.2, 6.4, and 6.5 of the New World License Agreement.

9.15. The parties agree to share certain kinds of data stored in the System with other law enforcement agencies as directed by the Policy Board.

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9.15.1. The parties may each choose to execute an intergovernmental agreement with the County of Kane, Illinois, for the purpose of sharing data with other users of compatible software. The Partners authorize Batavia to make the necessary network connections and implement the New World software required for operating the data sharing service in support of such agreement. The kinds of data shared will be determined by the Policy Board and the capabilities of the software. Data being shared shall only be used for valid law enforcement purposes.

10. System Software Components and Costs

10.1. Batavia shall make New World software components available to one or more parties as indicated in Appendix 2, provided that such party has purchased the necessary user licenses as required by New World. Appendix 2 shall be modified by the parties as appropriate, without amendment of this Agreement, pursuant to the provisions of Sections 10.2, 10.3, and 10.4 below.

10.2. The parties agree to share the costs of services provided by New World during the initial implementation of the System as follows:

10.2.1. Batavia shall pay an agreed proportion of the service costs as if Batavia were the only party implementing the system. The remaining share of the service costs approximately represents the incremental increase in costs created by increasing the scope of the project to include the Partners, and the Partners shall share that cost equally.

10.2.2. Partners shall also share equally the cost of upgrading the New World software license from a single jurisdiction license to a multiple jurisdiction license.

10.2.3. Batavia and St. Charles shall implement the Software Components pertaining to mobile applications, sharing the implementation costs equally.

10.3. In the event that one or more parties desires to purchase additional software components or system capabilities, such parties shall provide written authorization to Batavia to purchase the software. The initial purchase cost incurred by Batavia for the software (including, but not limited to, license fees, initial maintenance fees, and installation services) shall be invoiced in an amount divided evenly between those parties. Upon installation of the additional software, Batavia shall make such software available to those parties that chose to purchase it. Appendix 2 of this Agreement shall be amended accordingly to reflect the additional software and the parties using it.

10.4. In the event that a party desires to begin using an installed component that has previously been implemented by other parties according to Section 10.3, then

that party shall provide written authorization to Batavia and pay a proportionate amount of to the initial purchase cost to the other parties using the component as if that party had participated in the initial implementation and divided the costs equally at that time.

- 10.5. In the event that a party needs to purchase user licenses or other New World software that will be installed at that party's agency for that party's exclusive use, that party shall procure such licenses or software directly from New World Systems. That party shall also be directly responsible for any installation costs and for the annual maintenance of such licenses or software. In the event that such a purchase also requires licenses or software to be purchased and installed on the shared application servers in Batavia, then the costs incurred by Batavia for such licenses or software will be divided among the parties based on their usage as provided in this Section 10.
- 10.6. An annual payment for software maintenance costs to New World is required for technical support of the system, such as phone support and software updates. Maintenance costs shall be divided between the parties as described below.
 - 10.6.1. Maintenance costs for the software components listed in Appendix 2 that have a fixed price shall be divided equally among the parties using each component.
 - 10.6.2. Maintenance costs for user licenses or for software components that are priced based on the number of users shall be divided among the parties in proportion to the number of user licenses that each party has purchased.
- 10.7. Batavia shall invoice Partners for maintenance costs thirty (30) days prior to the date the maintenance payment is due by Batavia to New World.
- 10.8. Payments for all invoices issued by Batavia are due thirty (30) days after the invoice date.
- 10.9. Batavia owns all title and interest in the data processing equipment, and Batavia is the software licensee with New World. In the event that a Partner terminates their participation in the Agreement, that party shall not be entitled to a refund for any monies paid prior to the termination. Should a party terminate their participation in this Agreement in order to pursue an alternate implementation of the New World software, Batavia shall make all reasonable efforts to work with New World to transfer user licenses or other components bought explicitly and solely on behalf of that party to another New World license agreement.
- 10.10. Partners are permitted to engage New World directly to obtain their consulting services for System training or configuration of Partner's equipment. Partner shall arrange to be billed directly by New World for such services, and

shall be solely responsible for payment of invoices issued by New World for such services.

10.11. In consideration for its addition as a party to this Agreement, Sugar Grove shall pay to the other parties the following costs:

- a. The annual New World software maintenance costs cover a period beginning on March 1 and ending on the last day of February in the following calendar year (the "Maintenance Term"). Sugar Grove shall pay a prorated amount of their share of the annual costs based on the day they begin using the system to the end of the Maintenance Term then in effect. Sugar Grove will pay the full amount of their share at the beginning of the next Maintenance Term. Such payment shall be made to Batavia, and Batavia will reduce the maintenance amounts due to Batavia from Geneva and St. Charles accordingly.
- b. The costs for legal fees directly related to the review of this Amendment as required for passage by the parties' City Councils. Payment for these costs shall be made directly to each party.
- c. Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Sugar Grove in procuring services and/or licenses from New World, provide Sugar Grove with network access to the System and verify its correct operation, and any other services requested by Sugar Grove in conjunction with their implementation of the System. Such costs will be billed at fifty dollars (\$50) per hour. Payment for these costs shall be made to Batavia.

Sugar Grove shall also be responsible for any software licensing costs and future software maintenance costs payable to New World that are directly attributable to their use of the System.

10.12. The costs for the data sharing services described in section 9.15, including but not limited to network communications, software acquisition, installation, and maintenance costs, shall be shared equally by all parties participating in the services.

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10.13. New World requires its customers to regularly upgrade to newer versions of their software in order to continue receiving support for the software under their Standard Software Maintenance Agreement ("SSMA"). Such upgrades may incur additional costs above and beyond the annual cost of the SSMA. The additional costs may include, but are not limited to, implementation fees from New World, and replacement or expansion of equipment used to operate the System. Batavia shall make reasonable efforts to coordinate the timing of such required upgrades with the Partners to facilitate budgetary planning cycles and to limit the costs as much as possible. The parties agree that the costs of such upgrades, including both the initial cost of equipment as well as any related ongoing equipment costs, shall be shared by all users of the affected components

of the System as outlined in Appendix 2 based on the number of licenses they own for those components.

11. Indemnification

- 11.1. Each party shall indemnify and hold harmless the other parties and their agents, employees, officers and elected officials for any and all costs, judgments or damages (including reasonable attorneys fees) arising out of the party's use of the System, including any damages arising out of information contained therein and its accuracy, and shall indemnify and hold harmless such indemnified parties for all official or unofficial use or misuse of the System originating from the party's facilities, equipment, or conducted through the use of any security information specific to the party such as usernames or passwords and for any and all costs, judgments or damages arising therefrom.
- 11.2. Partners agree that Batavia shall have no liability for any and all losses of data or information stored on the system or server and any costs associated with the creation, replication or loss of such data and information, or for any downtime as described in Section 7.4, except in cases of gross negligence or malicious intent.

12. Termination

- 12.1. A Partner may voluntarily terminate their participation by giving written notice to the other parties ninety (90) days prior to the effective date of termination.
- 12.2. Batavia may voluntarily terminate this Agreement by giving written notice to the other parties twenty-four (24) months prior to the effective date of termination. Such termination may be effected earlier with unanimous consent of the other parties.
- 12.3. If a Partner is in default of their obligations hereunder, then Batavia shall send that party a written notice of default. The defaulting party shall have thirty (30) days to cure the default condition. If the default is not cured after that time, the defaulting party's participation in this Agreement shall be terminated.
- 12.4. Regardless of the manner in which the termination is effected, the terminated party shall pay its proportionate share of the annual maintenance costs through the end of the then-current annual period of the Standard Software Maintenance Agreement, described in Exhibit C of the New World License Agreement.

13. General Provisions

- 13.1. This Agreement may be amended in writing at any time by all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each party.
- 13.2. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.
- 13.3. Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the parties following their signatures at the end of this Agreement.
- 13.4. Paragraph titles are descriptive only and do not in any way limit or expand the scope of this Agreement, which is not transferable by any party hereto.

CITY OF BATAVIA, an Illinois
Municipal Corporation,

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk

CITY OF ST. CHARLES, an Illinois
Municipal Corporation,

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk

CITY OF GENEVA,
an Illinois Municipal Corporation,

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk

Appendix 1
Geographic Information Systems (GIS) Data License

This Appendix 1 grants certain limited rights to use the electronic data and documentation generated from the parties' GIS spatial or tabular datasets (hereinafter, "Datasets"). All rights not specifically granted in this Agreement are reserved to the party who created the Datasets.

1. Reservation of Ownership and Grant of License

1.1. Each party retains exclusive rights, title, and ownership of the copy of the Datasets licensed under this Appendix and grants to the user a personal, nonexclusive, nontransferable license to use the data on the terms and conditions of this Agreement. From the date of receipt, each party agrees to use reasonable effort to protect the Datasets from unauthorized use, reproduction, distribution, or publication.

2. Use

2.1. Parties to this Agreement shall not sublicense, sell, rent, lease, loan, transfer, assign, or provide access to electronic versions of the Datasets, in whole or part, to third parties, including clients or contractors. Printed versions of all or portions of the Datasets may only be provided to contractors as part of a larger service that is contracted by a party.

2.2. Each party may produce maps, tables, and/or reports using all or portions of the Datasets provided. The appropriate party must be cited as the source of the Datasets in all products, publications, or presentation containing all or portions of the Datasets. Users of the Datasets must also cite the source of any modifications or analysis performed on the Datasets.

2.3. Each party is solely responsible for any interpretation or manipulation of the Datasets, and the parties are strongly encouraged to collaborate with the party that created the Datasets on all analyses in order to ensure full understanding of the appropriate use of the Datasets.

2.4. Parties shall not use the Datasets as the primary criteria for regulatory permitting decisions.

2.5. Parties shall not use the Datasets to replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. Any utilities contained within the Datasets have not been JULIE located. Please contact (800) 892-0123 for compliance with Illinois Compiled Statue 220 ILCS 50/1 et seq. prior to excavation.

3. Liability

3.1. The Datasets contain information from publicly available sources. Each party has developed the Datasets for their internal use. Independent verification of all information derived from the Datasets is strongly recommended.

3.2. Each party makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. Independent verification of all information derived from the Datasets is strongly recommended.

3.3. Each party and its elected or appointed officials, agents, consultants, contractors and employees shall not be liable for any loss of profits, consequential or incidental damages, or claims against the consumer by third parties that arise from the use of the Datasets. Each party shall indemnify and hold harmless the party that owns the Datasets from any and all liability claims or damages to any person or property arising from or connected with the use of the Datasets.

4. Updates

4.1. The Datasets shall be updated on a regular basis as mutually agreed by the parties.

Appendix 2
New World Software Components In Use

Installed Component	Parties Using Component
Aegis/MSP Base Law Enforcement (LE) Records*	Batavia, Sugar Grove, Geneva, St. Charles
Aegis/MSP Federal and State Compliance Reporting for LE Records	Batavia, Sugar Grove, Geneva, St. Charles
Additional Aegis/MSP Software for LE Records Alarm Tracking and Billing Bicycle Registration Bookings Case Management Demographic Profiling Reporting Gang Tracking	Batavia, Sugar Grove, Geneva, St. Charles Batavia, Sugar Grove, Geneva, St. Charles
Aegis/MSP Third-Party Interface Software Livescan Interface for Identix	Batavia, St. Charles
Aegis/MSP Data Analysis / Crime Mapping / Management Reporting*	Batavia, Sugar Grove, Geneva, St. Charles
Aegis/MSP Imaging Software	Batavia, Sugar Grove, Geneva, St. Charles
Mobile Messaging Software* Software for RS/6000 Message Switch MDT/MCT Base RMS Interface	Batavia, St. Charles Batavia, St. Charles
Mobile Management Server Software* Base CAD/RMS/NCIC/Messaging Package Field Reporting Field Reporting Data Merge	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles
Mobile Client Software* LE Field Reporting (Federal Standards) LE Field Reporting Compliance Mobile Upload of Field Reports	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles

* indicates component pricing varies based on number of users



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Downtown St. Charles Partnership Request for Amplification and to Close 1 st Street to Host Lighting of Lights in the 1 st Street Plaza
Presenter:	Deputy Chief Huffman

Please check appropriate box:

	Government Operations	X	Government Services 09.23.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	PW:\$10,526.78	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The Downtown St. Charles Partnership is requesting to hold the Lighting of the Lights event on Friday, November 29, 2013 at the 1st Street Plaza again this year. The request includes the following:

- Closure of 1st Street from Main St. to the entrance of the parking deck from 4 – 7 p.m.
- Use of amplification/loudspeaker system

Again this year, the sponsor would like to provide a holiday tree sales booth on the northeast corner of 1st Street – the pad where The Manor used to be. Approval of this request would allow Swan’s Tree Sales to set up for the event and sell trees through the holiday season.

Barricades already reserved for the parade on Saturday can be utilized for the closure and will not add additional costs for their use. Any electric power used for the tree sales shall be metered and billed to the vendor.

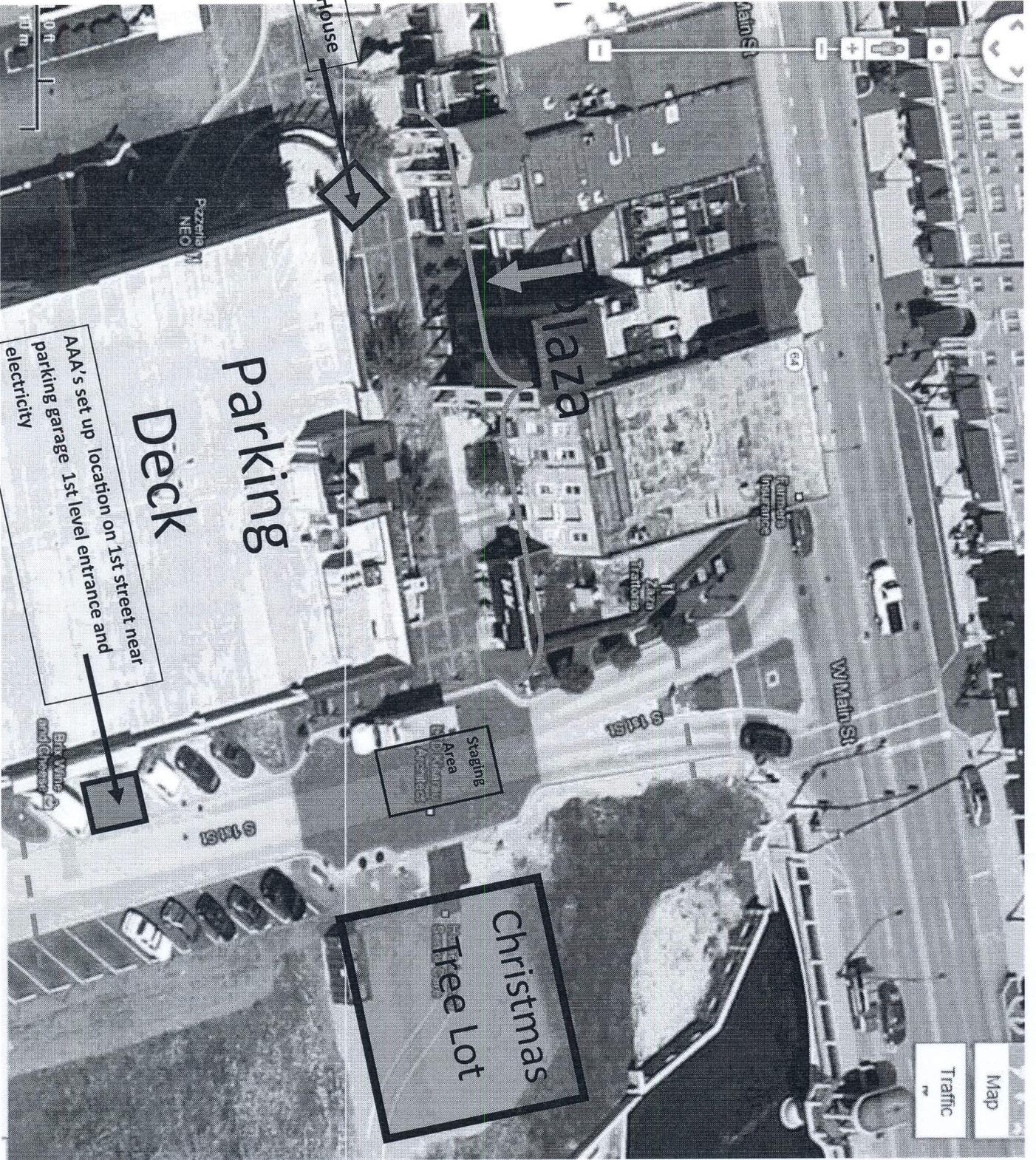
Attachments: *(please list)*

Diagram of the event

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Downtown St. Charles Partnership request for amplification and to close 1st Street to host Lighting of Lights in the 1st Street Plaza.

<i>For office use only:</i>	<i>Agenda Item Number: 4.b</i>
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Santa House



Plaza



Parking
Deck

AAA's set up location on 1st street near parking garage 1st level entrance and electricity



Staging Area

Christmas Tree Lot

Map
Traffic



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Amplification and a Resolution for the Closure of Routes 64 and 31 for the Holiday Homecoming Parade

Presenter: Deputy Chief Huffman

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 9.23.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	Police:\$3,500.00 Fire/EMA:\$420.00 PW:\$11,054.48 Total:\$14,974.48	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Closure of state roadways requires formal approval from the Illinois Department of Transportation. The Downtown Partnership is requesting Committee and Council approval of a resolution that will be submitted to IDOT for the closure of Routes 64 and 31 from 5:30 – 7:30 p.m. on Saturday, November 30, 2013 for the annual Electric Christmas parade.

In addition, approval of amplification for this event is needed from the Committee.

The Downtown Partnership is a not-for-profit requesting financial assistance under the City special events policy.

Attachments: *(please list)*

Resolution

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve amplification and a resolution for the closure of Routes 64 and 31 for the Holiday Homecoming Parade.

For office use only:

Agenda Item Number: 4.c

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Requesting the Closure of Routes 64 and 31 for the
Electric Christmas Parade**

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

WHEREAS, the Downtown St. Charles Partnership is sponsoring an Electric Christmas Parade in the City of St. Charles, and;

WHEREAS, this Parade will require the temporary closure of Main Street (Route 64) and Second Street (Route 31) state highways in the City of St. Charles, and;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that permission to close Main Street (Route 64) and Second Street (Route 31) on Saturday, November 30, 2013 from 5 p.m. to 8:30 p.m. be requested of the Department of Transportation;

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, all highway traffic during the periods of time specified shall be detoured over the following routes:

For westbound on Route 64: south on 5th Avenue (Route 25) to Illinois Avenue, west to 7th Street, north to Route 64. For southbound on Route 31: west on State Street from Route 31 to 7th Street, south on 7th Street to Illinois Street, east on Illinois Street to Route 31. For eastbound Route 64 and northbound Route 31, use the reverse route.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, the City of St. Charles assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution.

Resolution No. _____

Page 2

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.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation to Provide Update on IL Route 64 Projects
– Information only

Presenter: James Bernahl

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 09.23.13
<input type="checkbox"/>	Planning & Development		City Council

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

Executive Summary:

The following presentation will provide the most up to date information to the City Council relative to the IL Route 64 Project.

Attachments: *(please list)*

None.

Recommendation / Suggested Action *(briefly explain):*

Information only.

For office use only:

Agenda Item Number: 5.a



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Contract for Construction Services for the North 15th Street Reconstruction Project – Phase 2

Presenter: James Bernahl

Please check appropriate box:

Government Operations	X	Government Services 09.23.13
Planning & Development		City Council

Estimated Cost:	\$409,702	Budgeted:	YES	X	NO
-----------------	-----------	-----------	-----	---	----

If NO, please explain how item will be funded:

Executive Summary:

In June 2013, the City was successfully awarded a Kane County Community Development Grant for the amount not to exceed \$100,000 to be used for the reconstruction of the southern half of North 15th Street. As presented at the January 28, 2013 Government Services Committee meeting, the Kane County Community Development Fund grant monies would be used for Phase 2 of the infrastructure and roadway improvement project on North 15 St. between IL Route 64 and Dean St. This roadway, which is a heavily traveled corridor, requires water, storm and roadway improvements. This project was designed to be constructed over a two year period (2012 - 2013). The first phase of the project was successfully completed in October, 2012. The first phase of construction was also funded utilizing the same Kane County Community Development grant monies.

The Phase 2 project limits are from West Main Street to approximately one-hundred feet north of Brook Street, including Brook Street as well. On September 12, 2013 at 10:00 AM, sealed bids for the North 15th Street Reconstruction Project – Phase 2, were publicly opened and read aloud. The results of the bid opening are as follows:

Engineer’s Estimate: \$450,670

Bid Results:

1. Martam Construction \$409,702
2. ALamp Contractors \$465,345
3. Alliance Contractors \$517,623

Martam Construction has performed work for the City in the past, and staff believes that they will execute the work for this project appropriately.

Attachments: *(please list)*

Copy of Bid Tab Worksheet, Copy of Site Map

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve contract for construction services for the North 15th Street Reconstruction Project – Phase 2 with Martam Construction for an amount of \$409,702.

For office use only:

Agenda Item Number: 5.b



North 15th Street, Phase 2



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: September 13, 2013 11:19 AM



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ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Contract for Construction Services for the Tyler Road Drainage Improvement Project
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Presenter:	James Bernahl
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Please check appropriate box:

	Government Operations	X	Government Services 09.23.13
	Planning & Development		City Council

Estimated Cost:	\$543,699	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 efforts to improve the conveyance of stormwater along the 7th Avenue Creek near Tyler Road, the City purchased a 1-acre parcel on the former Redi-Mix plant site. The purchase of this property was a joint improvement project between the City of St. Charles and the owners of the subdivision located directly to the north of the improvement site. As part of this agreement, the City worked collaboratively with the owner of the subdivision to improve the storm water conveyance through this parcel and make efforts to reduce the overtopping of storm water across Tyler Road. The proposed drainage improvement project is a result of those efforts to improve the conveyance of water along the 7th Avenue Creek and improve the overall safety along Tyler Road.

The proposed project includes the construction of an open channel, improvements to the City’s water main and sanitary sewer, installation of a new storm sewer culvert under Tyler Road and restoration work. This project is expected to begin on October 10, 2013 and will be completed by November 30, 2013.

On September 12, 2013 at 10:30 AM, sealed bids for the Tyler Road Drainage Improvement Project were publicly opened and read aloud. The results of the bid opening are as follows:

- Engineer’s Estimate: \$593,365
- Bid Results:
1. Martam Construction \$543,699
 2. Earthwerks \$576,273
 3. Bolder Contractors \$578,259
 4. Kovlic Construction \$993,810
 5. ALamp Contractors \$1,228,210

Martam Construction has performed work for the City in the past, and staff believes that they will execute the work for this project appropriately.

Attachments: *(please list)*

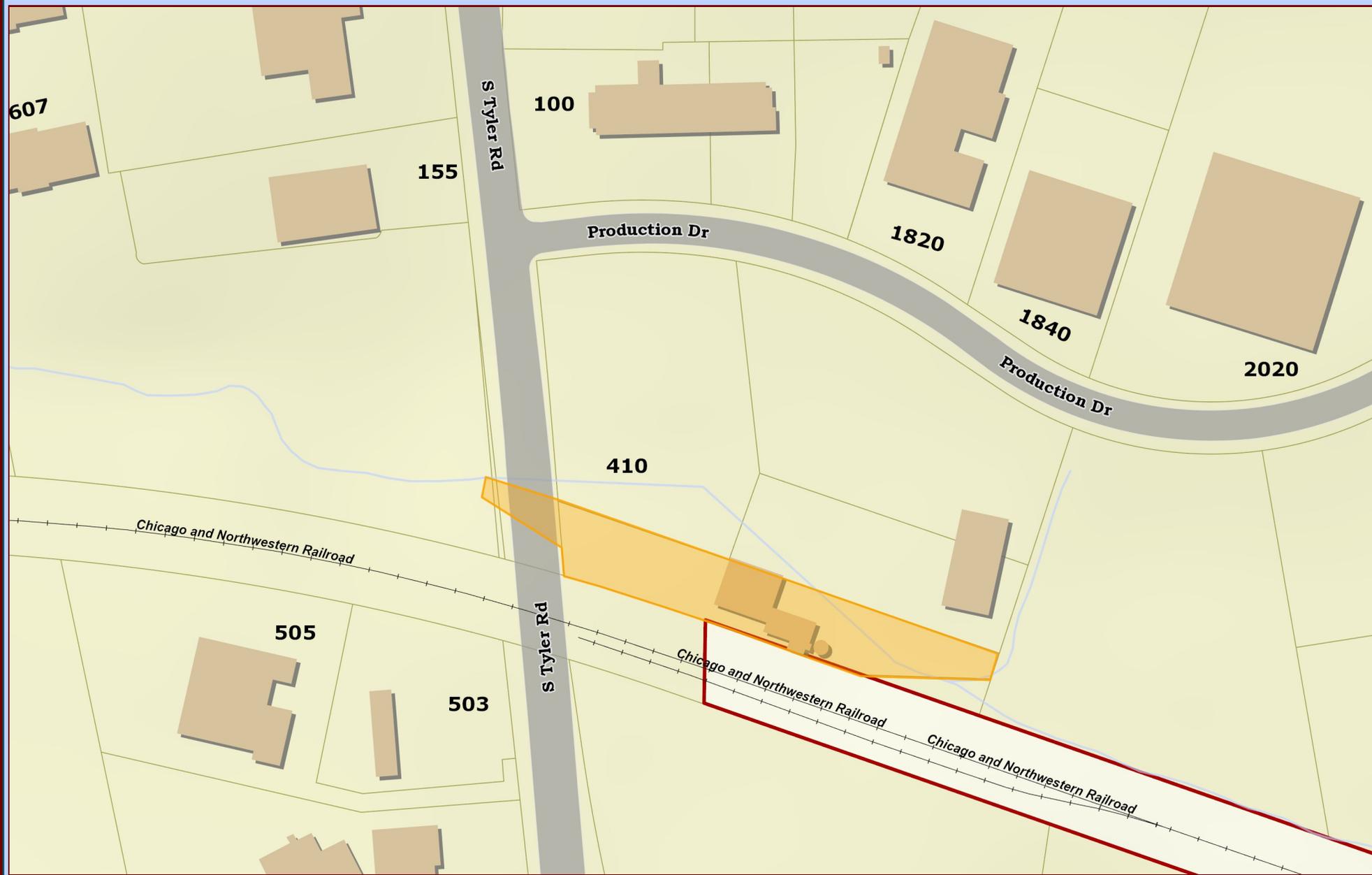
Copy of Bid Tab Worksheet, Copy of Site Map

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve contract for construction services for the Tyler Road Drainage Improvement Project with Martam Construction for an amount of \$543,699.

For office use only:

Agenda Item Number: 5.c



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: September 13, 2013 11:25 AM



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ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve an Ordinance Amending Title 13, “Public Utilities”, Section 13.08 “Electricity”, of the St. Charles Municipal Code

Presenter: Tom Bruhl

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 09.23.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

Executive Summary:

This is a set of Ordinance amendments initiated by City Staff to address inconsistencies and updates that have occurred since it was last updated.

The changes are a reflection of the policies and procedures currently being practiced.

Attachments: *(please list)*

Title 13, Chapter 8 Updates – 2013
Proposed Ordinance

Recommendation / Suggested Action *(briefly explain):*

Staff recommends approval of the Ordinance amending Title 13, “Public Utilities” Section 13.08 “Electricity” of the St. Charles Municipal Code.

For office use only:

Agenda Item Number: 5.d

Title 13, Chapter 8 Updates – 2013

Update #1:

Table of Contents should be revised to read:

13.08.020 *Public Works Department- Electricity-Supervision.*

The existing code references the Electric Superintendent, which does not reflect the current titles being used by the City.

Update #2:

Section 13.08.020 should be revised to read:

13.08.020 *Public Works Department- Electricity-Supervision.*

PW Director or Designee replaces “Superintendent” to be consistent with the current title being used by the City. This revision also strengthens the language regarding the requirement for all new installations to follow our design standards.

Update #3:

Section 13.08.040 should be revised to read:

13.08.040 *Applicability of terms and conditions.*

The terms and conditions of this chapter shall apply to all customers using the City’s electrical service under any of the rates established by Sections 13.08.200 through 13.08.330.

This change updates the application of our terms and conditions through section 330, where it previously only referenced through section 290. Sections 292 (Primary Metering Rate), 295 (Watt-Hour Pulse Metering), 315 (Interconnection for On-Site Generation), 320 (Renewable Energy Generation Energy Purchase Policy), and 330 (Bidding or Selling of System Demand Response) are all relatively recent additions to our code through other ordinance changes.

Update #4:

Section 13.08.050 should be revised to read:

13.08.050 *Equipment – Furnished and maintained by customer.*

All wiring and other electrical equipment on the premises, or connecting the premises with the city's service, furnished by the customer, shall be suitable for the purposes hereof, and shall be installed and maintained by the customer at all times in conformity with the requirements of the National Board of Fire Underwriters as stated in the 2008 edition of the National Electrical Code (NEC).

This change updates from the 2002 NEC to the 2008 NEC which is currently being used by the City.

Update #5:

Section 13.08.150.A should be revised to read:

13.08.150 *General Terms and Conditions.*

General Service and Multi-Unit Residential Installations (e.g., Apartments, Condominiums)

- A. *CUSTOMER, as prescribed by the 2008 edition NATIONAL ELECTRICAL CODE, NFPA No. 70-2012 adopted by the National Fire Protection Association, the 2002 NATIONAL ELECTRIC SAFETY CODE, ANSI C2-2002, RULES AND REGULATIONS of SCMEU, and directives of the Public Works Director or designee, shall furnish and maintain:.....***

This change updates from the 2002 NEC to the 2008 NEC and the 2012 NFPA No. 70 which are currently being used. It also removes the term "Superintendent" with "Public Works Director or designee" to better reflect the current organization and titles being used by the City.

Update #6:

Section 13.08.220 should be revised to read:

13.08.220 *Rates - Established.*

The rates for the purchase of electrical energy are established as set out in Sections 13.08.200 through 13.08.330.

This change updates the application through section 330, where it previously only referenced through section 290. Sections 292 (Primary Metering Rate), 295 (Watt-Hour Pulse Metering), 315 (Interconnection for On-Site Generation), 320 (Renewable Energy Generation Energy Purchase Policy), and 330 (Bidding or Selling of System Demand Response) are all relatively recent additions to our code through other ordinance changes.

City of St. Charles, IL
Ordinance No. 2013-M-_____

**An Ordinance Amending Title 13, “Public Utilities”, Chapter 8, “Electricity”,
of the St. Charles Municipal Code**

WHEREAS, The City has previously approved all included in Title 13, “Public Utilities”.

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

1. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as if fully set out in this Section.

2. Table of Contents Line for Section 13.08.020 deleted in its entirety and replaced by the following:

“13.08.020 Public Works Department- Electricity-Supervision.”

3. That Chapter 13.08 “ Electricity” Section 13.20.020 “Electrical division – Superintendent designated ” be deleted in its entirety and replaced by the following:

“Public Works Department- Electricity-Supervision.

The Public Works Director or designee shall have supervision over the policies and procedures governing the installation, operation, maintenance, and repair of the City’s electrical distribution system. All installations on the SCMEU system shall be subject to SCMEU policies, standard practices, and procedures.”

4. That Chapter 13.08 “Electricity” Section 13.08.040 “Applicability of terms and conditions” be deleted in its entirety and replaced by the following:

“The terms and conditions of this chapter shall apply, to all customers using the city’s electrical service under any of the rates established by Sections 13.08.200 through 13.08.330.”

5. That Chapter 13.08 “Electricity” Section 13.08.050 “Equipment – Furnished and maintained by customer” be deleted in its entirety and replaced by the following:

“All wiring and other electrical equipment on the premises, or connecting the premises with the city’s service, furnished by the customers, shall be suitable for the purposes hereof, and shall be installed and maintained by the customer at all times in conformity with the requirements of the National Board of Fire Underwriters as stated in the 2008 edition of the National Electrical Code.”

6. That Chapter 13.08 “Electricity” Section 13.08.150 “General terms and conditions” be deleted in its entirety and replaced by the following:

“General Service and Multi-Unit Residential Installations (e.g. Apartments, Condominiums).

- A. CUSTOMER, as prescribed by the 2008 edition NATIONAL ELECTRICAL CODE, NFPA No. 70-2012 adopted by the National Fire Protection Association, the NATIONAL ELECTRICAL SAFETY CODE, 2002 edition, ANSI C2-2002, RULES AND REGULATIONS of SCMEU, and directives of the Public Works Director or designee, shall furnish, install, and maintain:
1. Foundation and pad for transformer(s)
 2. Primary line conduit to the PRIMARY VOLTAGE POINT OF CONNECTION (PVPC)
 3. Ground grid as required
 4. Service Entrance
 5. Secondary line conduit and secondary conductors
 6. Vehicle barriers as required
- B. SCMEU, upon receipt of a specified SERVICE ORIGINATION CONNECTION CHARGE (SOCC) will furnish, install, and maintain:
1. Transformer(s), switchgear, circuit protection, ground connections for primary and secondary compartments
 2. Primary cables and connections
 3. Make secondary line connections at transformer and at the service entrance”

7. That Chapter 13.08 “Electricity” Section 13.08.220 “Rates- Established” be deleted in its entirety and replaced by the following:

“The rates for the purchase of electrical energy are established as set out in Sections 13.08.230 through 13.08.330.”

8. That after the adoption and approval hereof this Ordinance shall be (i) 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, Kane and DuPage Counties, Illinois this 1st day of July 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 1st day of July 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties,
Illinois this 1st day of July 2013.

Raymond Rogina, Mayor

Attest:

City Clerk/Recording Secretary

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

Exhibit A

**(Title 16, “Subdivisions and Land Improvement” Appendix E of the St. Charles
Municipal Code)**



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award Contract for Installation of Oil Containment at City Substations

Presenter: Tom Bruhl

Please check appropriate box:

	Government Operations	X	Government Services 09.23.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$98,752	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

A number of devices within the electric substations contain mineral oil. In 2012, the City commissioned Huff & Huff to provide a spill prevention and containment study for the Electric Utility. The report identified compliance concerns at a number of our substations and recommended solutions. Huff & Huff recommended the installation of a barrier material that absorbs hydrocarbons, but allows water to pass through. This barrier is installed in the gravel within a small berm as a means of containing any oil that might spill, and keeping the oil from a major rupture pooled in the station for cleanup. The City solicited bids from six contractors and one bid was received. Pricing was validated as competitive by speaking with the manufacturer of the material, as part of our due diligence to insure that the contractor was capable of completing the work.

Attachments: *(please list)*

Bid Tabulation

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Award Contract for installation of oil containment at City substations to Marc Kresmery Construction LLC in an amount of \$98,752.

For office use only:

Agenda Item Number: 5.e

<p>Dan Brochmann Utility and Industrial Constr 9701 S 78th Ave Ste 101 Hickory Hills, IL 60457-2372 Ofc. (708) 430-4800 Cell (708) 417-4251 dbrochmann@uandicc.com</p>	<p>Christopher Schwab Assistant Project Manager PieperLine ConstructionPieper Elec 5070 N. 35th Street Milwaukee, WI 53209-5302 Cell Phone: 414-254-6897 Office Phone: 414-831-2345 chris.schwab@pieperpower.com</p>	<p>John Holtz MJ Electric 1200 Roosevelt Road Suite 400 Glen Ellyn, IL 60137 630-613-3300 TEL 630-613-3220 FAX</p>	<p>Rick Ryman Estimator INTREN, Inc. Headquarters 18202 West Union Road Union, Illinois, 60180 Main Phone: 815.923.2300 Fax: 815.923.2356 rryman@intren.com</p>	<p>Chuck Anderson Vice Preside Meade Electric 9550 West 55th Street McCook, IL 60525 T 708-588-2514 F (708) 588-2501 cea@meade100.com</p>	<p>Marc Kresmery Marc Kresmery Construction LLC 1725 Weld Road Elgin, IL 60123 Ph 847-429-0909 Ce 630-464-0909 Fx 847-429-0930 marc@kresmery.com</p>
No bid	No bid	No bid	No bid	No bid	\$98,752.00



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve and Accept Easement at 3340 West Main Street (Parent Petroleum/former Benchmark Bank)

Presenter: Tom Bruhl

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 09.23.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$0	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

Electric facilities were placed on this property as part of the development for the benefit of the City and the customer. An easement was granted by the property owner for the City facilities that were placed.

Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve and accept easement at 3340 W. Main Street.

For office use only:

Agenda Item Number: 5.f



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve the Memorandum of Understanding Agreement and a Resolution Authorizing the Mayor and Clerk to execute on behalf of City of St. Charles
Presenter:	Peter Suhr

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 09.23.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$0	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

The City of St Charles is a sponsor of the Ride In Kane program. The coordinating council requests that each participating sponsor designate authorized representatives for participation in the Ride in Kane coordinating council. Of the respondents thus far, most communities have designated either the Mayor or City Administrator as the “authorized signer” (defined as the designated person to sign on matters associated with program commitments and budget) for the program. In addition, each respondent has named two “alternate member representatives” (defined as the person(s) to attend routine meetings and represent the City’s interest on routine operational matters) which has commonly been a program representative and an administrative support staff. For St Charles, staff would name Raymond P. Rogina, mayor as the authorized signer and alternate representative members Peter Suhr and Isabel Soderlind. If a City Council member would like to participate in the coordinating council, you could choose to be named as an “alternate member representative”. It should be noted that coordinating council meetings are open to the public and City Council members can attend these meetings any time without being designated as an “alternate member representative”.

Attachments: *(please list)*

Ride in Kane Paratransit Coordinating Council Memorandum of Understanding
Resolution for Kane County Paratransit Coordinating Council Memorandum of Understanding

Recommendation / Suggested Action *(briefly explain):*

Staff recommends approval of the Memorandum of Understanding Agreement and a Resolution authorizing the Mayor and Clerk to execute on behalf of City of St. Charles.

For office use only: *Agenda Item Number: 5.g*



AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Red Gate Water Tower Alternatives

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 09.23.13
	Planning & Development		City Council

Estimated Cost:	\$1,800,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The Committee recently approved a contract with Engineering Enterprises Inc. (EEI) for design and construction engineering of the Red Gate Water Tower. The Scope of Work required review of three types of towers and presentation to the Committee. EEI also evaluated size of water tower and the associated costs to ensure the City will have adequate storage for both current and future use. EEI will present this information at the meeting.

The FY14/15 budget has a 1.0 million gallon water tower at a cost of \$1.8 million dollars. These figures were based on the 10 Year Water Study done in 2007. EEI used water data from the past five years to assist with their evaluation of the tank volume. As a result a volume greater than 1.0 million gallons would better serve the current and future needs of the City.

Staff reviewed the options with EEI and concurs with their recommendation of the spheroid type of tower and volume of 1.5 million gallons at an estimated construction cost of \$3,625,000.00. This is an estimated construction cost that includes items such as 10% contingency, containment for painting and site work. Some of these costs may be reduced once the project is bid and progresses. The additional costs will be entered into the FY14/15 budget next year. City staff and EEI are applying for an IEPA Low Interest Loan at a rate of 1.93% to finance the project. Below are the costs associated with the two tank volumes and the cost to the average residential user.

<u>Tower Size</u>	<u>Construction Estimate</u>	<u>Annual Payment</u>	<u>Cost Per 1,000 Gallons</u>	<u>Cost to Average Residential User</u>	
				<u>Monthly</u>	<u>Annually</u>
1.0 MG	\$1.8 M (budgeted)	\$115,410	\$0.09	\$0.56	\$ 6.74
1.5 MG	\$3.6 M	\$218,680	\$0.16	\$1.06	\$12.77

Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

Request approval of water tower design, tank volume and additional cost to construct the Red Gate Water Tower.

For office use only

Agenda Item Number: 5.h



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve Resolutions for IEPA Low Interest Loan Process for Red Gate Water Tower

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 09.23.13
	Planning & Development		City Council

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

Executive Summary:

City staff is proceeding with the Illinois Environmental Protection Agency loan application process to secure a low interest loan to fund the budgeted Red Gate Water Tower. The loan is through the State of Illinois Clean Water Initiative that is being processed through the IEPA State Revolving Fund (SRF) program. The loan interest rate is set at 1.93% over a twenty year period.

A requirement of the IEPA loan application is the City Council pass a Resolution authorizing a representative, the Mayor, to sign all future loan application forms and supporting documents. This will allow all future signatures as City staff work through loan application process and submittal.

A second Resolution must be approved requiring compliance with the National Flood Insurance Act of 1968. The Resolution states the City will secure and maintain flood insurance during the construction period in order to be eligible for loan.

Attachments: *(please list)*

Resolution authorizing a representative to sign IEPA Loan Documents
Resolution of Intent regarding National Flood Insurance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Resolutions to authorize the Mayor of St. Charles to sign all applicable IEPA loan documents and Resolution of Intent Regarding National Flood Insurance and a resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

For office use only

Agenda Item Number: 5.i

Loan Program Certifications

- Whereas, the application provisions for loans from the Public Water Supply Loan Program require that the loan applicant provide the following certifications and assurances:

The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by applicant \$ 0.00

Source of funds Not Applicable (N/A)

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the proposed project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that it has complied with all applicable State and federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

Whereas application provisions for loans from the Public Water Supply Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and

Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and

Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:

Now therefore, be it resolved that the City of St. Charles of Kane and DuPage Counties, IL will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17# N/A for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS, AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way, and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way, and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has complied with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).

3. The loan applicant has obtained all the necessary permits as indicated below:

<u>Type of Permit</u>	<u>Permit Number</u>	<u>Date Issued</u>
Army Corps of Eng. 404	<u>N/A</u>	<u>N/A</u>
IL Dept. of Trans.	<u>N/A</u>	<u>N/A</u>
County Highway	<u>N/A</u>	<u>N/A</u>
Other	<u>N/A</u>	<u>N/A</u>

AUTHORIZATION OF A REPRESENTATIVE TO SIGN LOAN DOCUMENTS

Whereas, application provisions for loans from the Public Water Supply Loan Program require that the City of St. Charles of Kane and DuPage Counties, IL authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the City Council of City of St. Charles, IL that Mayor Raymond P. Rogina is hereby authorized to sign all loan application forms and documents.

I, Raymond P. Rogina hereby verify that the above information is, to the best of my knowledge, true and correct.

Date: _____ Signed by: _____

(Authorized Representative)

Title: Mayor, City of St. Charles

Attested by: _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award Bid for Sanitary and Storm Sewer Lining

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 09.23.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$376,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

City staff maintains the sanitary sewer system on an ongoing basis to decrease amount of inflow and infiltration and repair points of service in the system. Sewer lining is a major part of this program and is contracted out. Staff compiled bid specifications for the contract and bid opening. Budgeted amounts are:

Sanitary sewer lining:	\$295,000
Storm sewer lining:	\$81,000
Total	\$376,000

Three companies bid on the project. The low bidder was Hoerr Construction in the amounts of:

Sanitary sewer lining	\$210,069
Storm sewer lining	\$ 62,946
Total	\$273,015

A bid summary is attached.

Attachments: *(please list)*

Bid Summary

Recommendation / Suggested Action *(briefly explain):*

Recommendation to award bid to Hoerr Construction for sanitary and storm sewer lining in the amount of \$273,015 and a Resolution authorizing the Mayor and City Clerk to execute same.

For office use only:

Agenda Item Number: 5.j

**City of St. Charles Sanitary and Storm Sewer Lining Project
Bid Summary – September 2013**

	Hoerr Construction	Michels Pipe Service	Insituform Technologies	Visu-Sewer	
Sanitary Sewer Amount	\$210,069	\$291,757	\$258,148	\$ No Bid	
Storm Sewer Amount	\$62,946	\$80,565	\$73,116	\$ No Bid	
Total Amount	\$273,015	\$372,322	\$331,264	\$	

Apparent Low Bidder for Sanitary Sewer: Hoerr Construction at \$210,069.00

Apparent Low Bidder for Storm Sewer: Hoerr Construction at \$62,946.00



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve the 209 West Main Street Parking Lot Lease Agreement

Presenter: Peter Suhr

Please check appropriate box:

	Government Operations	X	Government Services 09.23.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$12,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

A portion of the parking lot located at 209 West Main Street (SW corner of Rt. 64 & Rt. 31) is being sold from the current owner and purchased by Mr. Timothy Allen. The City of St. Charles has a longstanding lease agreement with the current owner authorizing the City to use eleven (11) parking stalls for public parking on a no-fee basis 24 hours per day. The City currently pays the owner \$750/ month and has agreed to maintain the parking stalls in good working order including sweeping, snow removal, patching and striping.

Mr. Timothy Allen has asked the City for a continued Lease Agreement with the same terms of conditions, except for an increase in payment from \$750/ month to \$1,000/ month. The Lease Agreement will be in effect for five (5) years. Execution of the Lease Agreement will be subject to Mr. Allen successfully purchasing the property.

Attachments: *(please list)*

209 West Main Street Parking Lot Lease Agreement.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve the 209 West Main Street Parking Lot Lease Agreement.

For office use only:

Agenda Item Number: 5.k

209 West Main Street Parking Lot Lease Agreement

This Lease Agreement (the "Agreement") is entered into this _____ day of _____, 2013, between the City of St. Charles, Illinois (LESSEE), whose business address is 2 East Main Street, St. Charles, IL 60174, and Mr. Timothy Allen (LESSOR).

1. By execution of this Agreement and in consideration of the mutual covenants and agreements herein stated, LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described property (the "Premises"), as well as its adjoining access ways:

The east 33 feet of Lot 3 in Block 44 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois.
PIN – 09-27-364-008

2. LESSOR represents that he is the sole owner and currently is in title to the property described in paragraph 1. Prior to the effective date of this Agreement, LESSEE has provided evidence of title to the LESSOR.

Said Premises is located at 209 West Main Street, St. Charles, Illinois 60174, and is shown on Exhibit A attached hereto and incorporated herein by reference.

3. This Agreement shall be effective as of the date set forth above and shall continue in effect for a period of five (5) years thereafter. This Agreement is not subject to automatic renewal.

4. The provisions of Section 2 notwithstanding, LESSEE shall not utilize the Premises until the following items have been submitted and approved by LESSOR:

- a. A copy of this Agreement fully executed by the City of St. Charles; and
- b. The Certificate of Insurance as described herein.

5. LESSEE shall be authorized to use the Premises and its adjoining access ways for public parking on a no-fee basis 24 hours per day. During this time it shall be authorized to set time limits on public parking and enforce CITY parking ordinances, rules and regulations.

6. LESSEE shall, at its own cost, provide maintenance, cleaning and repair services for the Premises and its adjoining access ways and walkways, including any necessary sweeping and/or snow removal. Such maintenance shall keep the Premises in good working order and be in accordance with the LESSEE'S usual and customary standards. Such maintenance shall include necessary pavement patching and repair (limited to \$1,000 per patch) mowing, bush and tree trimming (adjacent to parking lot frontage) lot lighting, signage, sealing and striping of the parkway pavement. LESSEE shall not be obligated to repave the Premises other than the patching and repair referenced in the preceding sentence.

Upon termination of this Agreement, all surfacing and other improvements of the premises shall become the sole property of LESSOR, free from any claim, lien or encumbrance.

7. LESSEE may not assign its rights under this Agreement, in whole or in part, nor shall the Premises or any part thereof be sublet, nor shall any rights or privileges granted by this Agreement be sold, transferred or assigned without first obtaining the written consent of LESSOR. Any sale, transfer, assignment or sublease in violation of this paragraph shall be void and, at the option of LESSOR, operate to terminate this Agreement.

8. LESSEE, at its own expense, shall keep in force during the term of this Agreement insurance from an insurance company licensed in the State of Illinois. A Certificate of Insurance shall evidence required insurance, including Comprehensive Liability Insurance with a minimum limit of \$1,000,000 per occurrence, combined single limit to include:

- a. Premises – Operations
- b. Independent Contractors
- c. Products – Completed Operations
- d. Broad Form Contractual
- e. Personal Injury

Coverage must list LESSOR as an additional insured party and be approved by LESSOR prior to the initial use of the Premises.

9. LESSEE agrees to indemnify, defend, and hold harmless LESSOR and all of his agents and employees from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising from or in connection with:

- a. Any work or thing whatsoever done by LESSEE, or any condition created in or about the Premises by LESSEE during the term of this Agreement.
- b. Any act, omission, or negligence or intentional tort of LESSEE or any of LESSEE'S officers, agents, employees or contractors.
- c. Any accident, injury or damage whatsoever occurring upon the Premises as a result of LESSEE'S use of the Premises.

In the event of joint or concurrent negligence of LESSEE and LESSOR, each shall bear that portion of the loss or expense that is share of the joint or concurrent negligence bears to be the total negligence (including that of third parties) which caused the personal injury or property damage.

The LESSEE'S obligations under this provision for the term of this Lease shall not be limited in any way by the LESSEE'S limit of or lack of sufficient insurance protection. This provision shall survive any cancellation, termination or expiration of this Agreement.

10. LESSEE agrees to pay LESSOR One Thousand (\$1,000) Dollars per month, payable on the first day of every month, during the term of this Lease.

11. LESSEE agrees to maintain updated and accurate accounting records, books, and data showing any and all revenue, expenses, and monies for services performed for its activities on the Premises. This information shall be available for review by LESSOR or his designee.

Any gross revenue from parking or other activities on the Premises received by LESSEE shall be paid over to LESSOR on a quarterly basis. For purposes of this Section, the term "revenue" shall not include fines or other money received by LESSEE as a result of its enforcement of CITY parking ordinances, rules and regulations on the Premises.

12. This Agreement represents the entire agreement and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein.

13. All parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law, regulation or code, such part shall be severable with the remainder of this Agreement remaining valid and enforceable.

14. No modification, addendums or amendments of any kind may be made to his Agreement unless in writing and signed by both parties hereto.

15. This Agreement shall be governed by the laws of the State of Illinois and venue for any litigation related hereto shall be exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

16. If either party shall be in default of any of the provisions hereof, the other party may, in addition to any other remedy that may be available, terminate this Agreement; provided, however, that the non-defaulting party shall first give written notice of such default to the other party, who shall have ten (10) days after receipt of such notice to remedy such default. Notice of default shall be sent via Certified Mail, return receipt requested, to the respective correspondence address listed below.

17. Recording. The parties shall record this Lease Agreement or a Memorandum thereof at the office of the Kane County Recorder.

18. Any and all written correspondence shall be sent to the respective mailing address listed below:

LESSEE

City Administrator
City of St. Charles, Illinois
2 East Main Street
St. Charles, IL 60174
Office (630) 377-4422
E-mail: mkoenen@stcharlesil.gov

LESSOR

Indigo Real Estate
c/o Mr. Timothy Allen
27W174 Birch Rd.
Winfield, IL 60190
(630) 935-4363
E-mail: tim@indigoinc.com

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date stated above.

LESSOR

Timothy Allen, Owner

ATTEST:

Representative for Mr. Timothy Allen

City of St. Charles, Illinois:

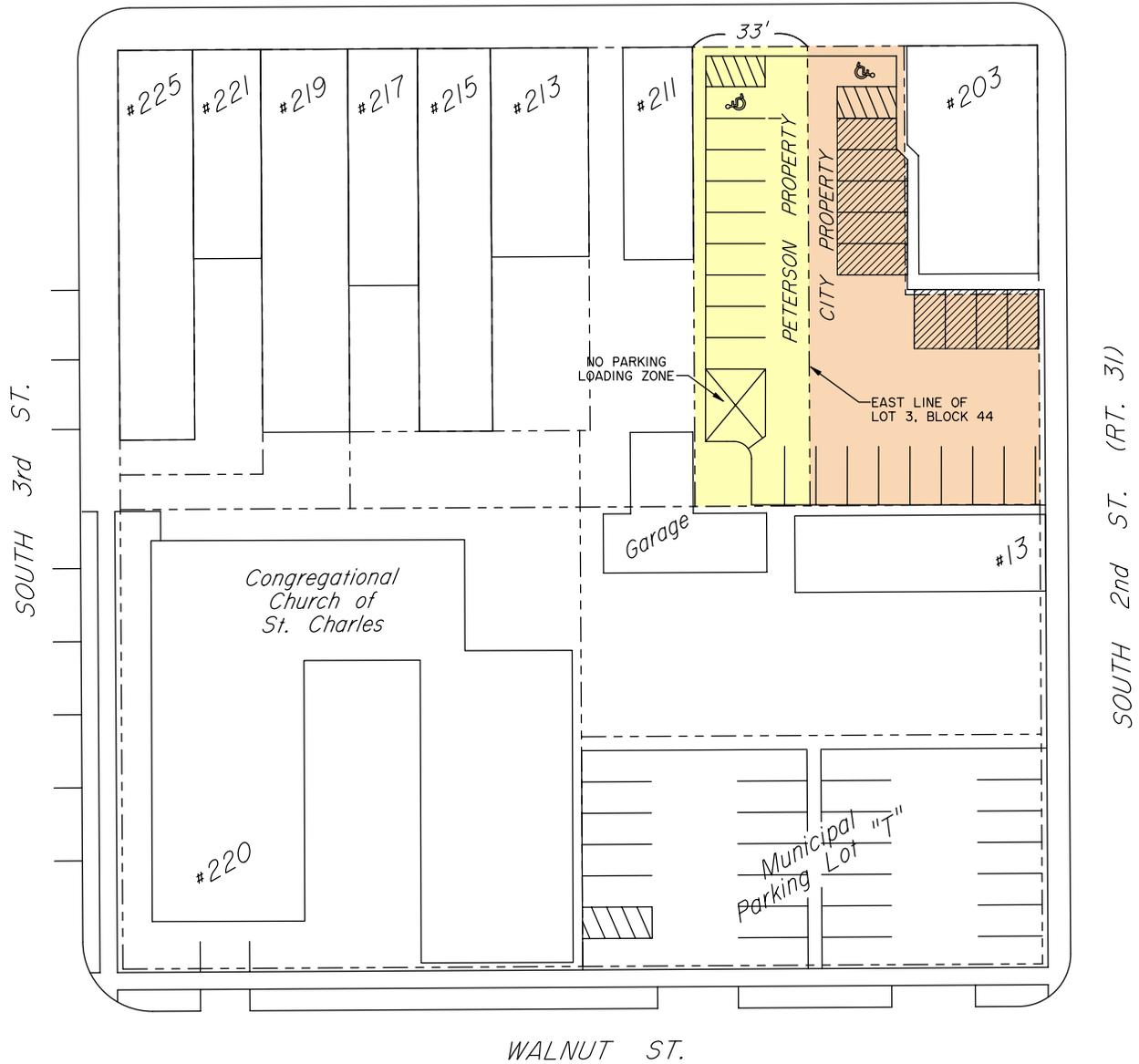
Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

EXHIBIT "PL-F" 10.40.010
MUNICIPAL PARKING LOT "F"

WEST MAIN STREET (RT. 64)



17 (90 MIN.) PUBLIC PARKING STALLS
9 (3 HR.) PUBLIC PARKING STALLS
2 HANDICAPPED STALLS

3 HR. PARKING 

90 MIN. and 3 HR. PARKING
8:00 AM - 6:00 PM. MON. THROUGH SAT.
EXCEPT HOLIDAYS

AMBROSE PARKING LOT



9/6/2013
1"=50'