

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

**MONDAY, JULY 28, 2014, 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. Dash in the Dark 5K – Information only.
 - d. Ghosts & Ghouls 5K – Information only.
- 4. CITY ADMINISTRATOR’S OFFICE**
 - a. Recommendation for request for funding- 2014 Bob Leonard River Run/Walk & Kids Turtle Hurdle.
- 5. POLICE DEPARTMENT**
 - a. Motion to Approve Request for Street and Parking Lot Closures and Use of Amplification Equipment for the 2014 St. Charles 12K of Christmas.
 - b. Recommendation to approve Use of Amplification Equipment and IDOT Resolutions for the Closure of Main Street (Rt. 64) from 6th Street to 2nd Avenue for Two High School Homecoming Parades.
 - c. Recommendation to Approve an Addition to the City of St. Charles City Code 10.40.044 – Residential Parking Only on School Days.
 - d. Recommendation to Approve Changes to the City of St. Charles City Code 10.40.040 – No Parking Places Designated – Prohibited Parking, Exhibit 33.

- e. Recommendation to Approve Changes to the City of St. Charles City Code Exhibit PL-H 10.40.010 – Municipal Parking Lot “H”.
- f. Recommendation to Approve School Resource Officer Agreement for School Year 2014-2015.
- g. Recommendation to Approve a Restated Intergovernmental Agreement for Tri-City Police Records.
- h. Recommendation of an Ordinance Amending Title 5 “Business License and Regulations,” Chapter 5.08 “Alcoholic Beverages,” Section 5.08.010 “Definitions” of the St. Charles Municipal City Code (Intoxication).
- i. Recommendation of an Ordinance Amending Title 5 “Business License and Regulations,” Chapter 5.08 “Alcoholic Beverages,” Sections 5.08.090, 5.08.100, 5.08.110, and 5.08.130 of the St. Charles Municipal City Code (Class E-7 License).

6. PUBLIC WORKS DEPARTMENT

- a. Recommendation to approve IDOT Resolution Authorizing the use of Motor Fuel Tax Funds for payments on IL Rt. 64 Contract No. 62195.
- b. Recommendation to approve IDOT Resolution Authorizing the use of Motor Fuel Tax Funds for payments on IL Rt. 64 Contract No. 62410.
- c. Update regarding the move of the Jones Law Office to Langum Park.
- d. Recommendation to approve Paving Contract with Geneva Construction Company for Campton Hills Road Asphalt Overlay Project.
- e. Recommendation to approve Repairs to the East and West Parking Decks.
- f. Recommendation to approve Terminate Purchase Order with Six Underground Construction Company for Directional Boring Services.
- g. Recommendation to approve Purchase Order with Archon for Directional Boring Services.
- h. Recommendation to approve Change Order Nos. 7 and 8 for the Biosolids Building Construction Project.

- i. Recommendation to Reject Bids for the 5th Avenue Water Main Replacement Project.
- j. Recommendation to Amend Ordinance No. 2014-M-14, Ordinance Authorizing City of St. Charles to Borrow Funds from the Public Water Supply Loan Program.

7. FIRE DEPARTMENT

- a. Presentation of Accredited Status for the St. Charles Emergency Management Agency.
- b. Recommendation to Approve a Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of a 2015 Chevrolet Tahoe to Currie Motors Fleet and Sell Replaced Fire Vehicle #1939.

8. ADDITIONAL BUSINESS

9. EXECUTIVE SESSION

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

10. 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 07.28.14
<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:

For information only.

Attachments: *(please list)*

June 2014 Outage Report.

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.a

City of St. Charles
June 2014 Outages

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	6/11/2014	8:42 AM	18	410 S. Kirk Rd.	516	Switchgear Failed	2	36	Others	Equipment
2	6/16/2014	9:00 PM	60	838 Stuarts Dr.	734	Transformer damaged by contractor.	4	240	Others	Landscaper
3	6/18/2014	1:06 PM	29	625 N. 12th St.	222	Overhead cable failure.	1	29	Equipment	Service
4	6/19/2014	9:00 AM	40	Jackson & Adams Ave.	312	Scheduled outage.	6	240	Scheduled	St. Charles
5	6/19/2014	4:30 PM	0	System	L13154	ComEd line lost.	1460	0	ComEd	L13154
6	6/23/2014	10:30 AM	3	Wildrose Springs	224	Scheduled outage.	60	180	Scheduled	St. Charles
7	6/23/2014	10:40 AM	70	700 block Monroe Ave.	312	Scheduled outage.	5	350	Scheduled	St. Charles
8	6/23/2014	1:00 PM	20	608, 613 & 703 S. 7th Ave.	312	Scheduled outage.	3	60	Scheduled	St. Charles
9	6/24/2014	3:30 PM	0	Prairie 14th St. to 7th St.	626	Underground mainline cable failure - momentary outage on entire circuit	350	0	Equipment	Cable
9	6/24/2014	3:30 PM	81	2000 block of Lincoln Highway.	626	Underground mainline cable failure	20	1,620	Equipment	Cable
9	6/24/2014	3:30 PM	94	Prairie 14th St. to 7th St.	626	Underground mainline cable failure	320	30,080	Equipment	Cable
9	6/24/2014	3:30 PM	179	1900 block of Lincoln Highway	626	Underground mainline cable failure	10	1,790	Equipment	Cable
9	6/24/2014	3:57 PM	0	Large portion of SW quadrant + small portions of other 3 quadrants	L13150	Underground mainline cable failure on 626 while Prairie Sub was fed entirely from L13150	4516	0	Equipment	Cable
10	6/25/2014	1:30 PM	30	702 S. 6th Ave.	312	Scheduled outage.	1	30	Scheduled	St. Charles
11	6/30/2014	9:21 PM	0	S.W. side of town	56931	ComEd line lost.	2795	0	ComEd	L56931
12	6/30/2014	9:48 PM	0	S.W. side of town	56931	ComEd line lost.	2795	0	ComEd	L56931



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 07.28.14
<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. May 2014 meeting minutes are attached.

Attachments: *(please list)*

Tree Commission Minutes – May 2014 meeting minutes

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.b

**MINUTES
CITY OF ST. CHARLES
TREE COMMISSION MEETING
RON ZIEGLER, INTERIM CHAIRMAN
MAY 8, 2014**

Members Present: Valerie Blaine, Jon Duerr, Ralph Grathoff, Suzi Myers, Pam Otto, Caroline Wilfong, Ron Ziegler

Members Absent: Phil Zavitz, Raymond Hauser

Others Present: Chris Adesso, Isabel Soderlind

Visitors Present: Kevin Riordan, Carol Riordan

1. Call to Order & Pledge of Allegiance

The meeting was convened by Comm. Ziegler at 7:09 p.m.

2. Roll Call

3. Introductions of Visitors - Comments and Concerns:

Carol and Kevin Riordan were introduced. Kevin stated he had moved to the area a few years back and had been interested in joining the committee for a while now. He was impressed by the city's parkway tree program and its management of the Emerald Ash Borer (EAB) issue. Carol, his mother, will be moving to St. Charles in a few weeks. Her father was a forest ranger years ago in Cascade, Idaho. With her family history, she has always been very passionate about trees.

Interim Chair. Ziegler gave the Riordan's an overview of the committee, its intent and purpose. He reviewed the process in which commissioners are appointed to the committee.

4. Minutes Review and Approval

- A. Motion to accept and place on file the minutes of the April 10, 2014 Tree Commission meeting. Motion by Comm. Myers, second by Comm. Duerr to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Phil Zavitz, Raymond Hauser
- Motion carried at 7:14 pm.

- B. Motion to accept and place on file the minutes of the July 11, 2013 Tree Commission meeting. Motion by Comm. Duerr, second by Comm. Blaine to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Phil Zavitz, Raymond Hauser
- Motion carried at 7:15 pm.

5. Old Business

A. Discussion on City Forestry Plan/Ordinance

Comm. Blaine stated that she had emailed Ms. Wang the "History of St. Charles Trees" to include in the Urban Forestry Plan back in April. The information included a history of St. Charles and a brief definition of urban forestry. Not knowing that Ms. Wang had left her position, she has not had a chance to re-email the information to Ms. Soderlind before this meeting.

In addition, Comm. Otto indicated she had emailed some information regarding the Tree Commission's involvement in Langum Woods to include in the plan.

Both Comm. Blaine and Comm. Otto will resend this information to Ms. Soderlind before the next meeting. She will include it in the next meeting's packet for discussion.

Comm. Myers mentioned she found an article on the Tree Commission dating back to 1998, when the commission was organized. She would like to include a list all appointed commissioners in the plan.

Ms. Soderlind will research her records and assist Comm. Myers with historical list of appointed commissioners.

Mr. Adesso felt the committee's focus regarding the historical portion of the urban forestry plan was moving in the right direction. He reported some money was available in the FY14/15 budget to develop the technical section of the plan. Mr. Adesso has a meeting scheduled with Phil Graf regarding some city work, but with the commission's permission wanted to share the Urban Forestry outline with Mr. Graf. It is his hope that Phil Graf might be able to guide the commission with the more technical side of the plan. Mr. Adesso will invite Mr. Graf to the July Tree Commission meeting to discuss his view and perspective of the plan.

Comm. Duerr asked if this plan was necessary to meet the Tree City USA requirements. Mr. Adesso indicated the City has met all the criteria for Tree City USA this year and anticipates that the city will meet the criteria next year. Interim Chair. Ziegler indicated the Urban Forestry Plan is part of the Commission's intent and purpose as stated in the City's Advisory Board and Commission Manual.

Mr. Adesso mentioned that the City also qualified for the Growth Award this year. This award is based on expanding the tree program. To qualify the City has to spend more monies in trees than it had in previous years. With the three million dollar bond spent on the EAB program and the conclusion of the bond monies, the City most likely won't qualify for the award next year.

6. New Business

A. Update on the Emerald Ash Borer (EAB)

Mr. Adesso indicated Public Services will be inspecting the remaining 441 ash trees later this spring. Once inventoried, the staff will prioritize the removal of the trees by their condition. This year's budget includes the removal and replacement of approximately 125 ash trees per year for the next three years. These monies are no longer budgeted from the bond, but from the Public Services budget. Mr. Adesso will report on the progress of these trees at future committee meetings.

In addition, Mr. Adesso indicated the City may continue to treat some of the trees through the Legacy treatment program; others may continue to be treated privately, by residents or homeowner associations. Chemical treatments and their effectiveness continues to vary.

B. News or Concerns from Public Works

Mr. Adesso invited the commissioners to stop by and view one of the most "significant" elm trees in the city. The tree is located on S. 2nd Street between Bowman and Mosedale on the west side of the street. The elm is in good condition and recently trimmed due its proximity to the electric lines. The tree will also be treated for the Dutch Elm disease as a preventative measure. It is an amazing tree!

C. Langum Woods Clean Up:

Comm. Otto indicated the Langum Woods Clean Up was postponed until the fall due to a scheduling conflict with the school district. She will follow up this coming fall with Laura Franklin at Haines Middle School. Plant rescue and clearing will be the focus of the cleanup.

Mr. Adesso indicated there may be tentative plans to inspect Langum and Riverside Park. Species control and categorization of trees may be included as part of the master plan. Since Langum Woods is one of the City's last owned woods, he will get a recommendation on how we can move forward on this initiative.

7. Committee Reports

A. Education Committee:

Comm. Myers is working on gathering information for teachers and school libraries.

B. Publicity Committee:

This chair is currently open. This committee is responsible for writing tree related and Arbor Day publicity articles for the Den and/or the City's website.

C. Arbor Day Committee:

This year's Arbor Day was a great success. The weather was perfect for the event and there was great community participation. As always, the music augmented the festivities. Engaging the students at Munhall School was a great draw to the event. Comm. Otto indicated Mrs. Tieche was grateful to involve her students in the Arbor Day celebration. Comm. Wilfong indicated the teachers at Davis School also appeared to be interested in participating again next year.

Areas to consider when planning for next year's event:

- Begin discussion with the individual schools starting in the fall; engage teachers and students early in the planning stages of Arbor Day. As a committee, try to elicit student presentations from both Davis School and Munhall. Explore the possibility of alternating presentations from each of the schools every other year.
- Begin the search for a Boy Scout, Cub Scout, Girl Scouts or 4H troop in the fall or early winter for the Presentation of Colors.
- Engage teachers to join Arbor Day. Comm. Otto indicated the focus should be on the 4th grade classes, as it is part of the curriculum. Currently, 10 out of 12 schools conduct forestry ecology programs.
- The distribution of the tree cookies needs to be more systematized. Attaching a sticker or writing "St. Charles Arbor Day 2015" on each of the tree cookies would make them memorable.

8. Communications

A. Electric /Public Services Division Tree Activity Reports

Motion to accept and place on file the Electric Division/Public Services Division Tree Activity Reports for March 1, 2014 to April 30, 2014. Motion by Comm. Myers, second by Comm. Otto to accept and place on file the reports as presented.

Voice vote: unanimous; Nays – None; Absent: Phil Zavitz, Raymond Hauser
- Motion carried at 7:55 pm.

B. Review of the Tree Species Requests Report

Mr. Adesso explained species requests have been limited. With the City's initiative to diversify its urban forestry, requests are no longer taken from residents. There will be 636 trees planted this spring with an additional 400+ ash tree replacements already planned for the fall; this will complete the EAB replanting program.

9. Elections

A. Election of Chairman

While this was not listed on the agenda, May was the designated month for committee chair nominations and election. Interim Chair. Ziegler asked if there was anyone interested in the position. No one volunteered. Interim Chair. Ziegler indicated the committee was moving towards some great initiatives and he would consider remaining as chairman of the committee.

Motion was made by Comm. Blaine second by Comm. Grathoff to nominate and accept Interim Chair. Ziegler as chairman of the Tree Commission for Fiscal Year 2014-2015.

- Motion carried at 7:58 pm.

Voice vote: unanimous; Nays – None; Absent: Comm. Zavitz, Ray Hauser - Motion carried.

Chair. Zielger indicated one of the commissioners would be stepping down from the commission in the near future henceforth there may be a vacancy soon. Once the vacancy was announced, if Mr. Riordan was interested, he could submit a letter directly to the mayor. Upon the mayor's approval, he would be appointed at one of the City Council meetings.

Chair. Ziegler thanked all the committee members for their dedication and commitment to serve on this committee.

10. Additional Items – Comments

A. Visitors:

Kevin Riordan: Mr. Riordan indicated that he wanted to contribute and fulfill his civic duty; he was and very interested to be part of this committee in the future.

Carol Riordan: Ms. Riordan asked if there were any programs in which people could commemorate a tree to a loved one. She felt these types of programs not only commemorated those we loved, but they were also an asset to the community and environment. Both Comm. Otto (with the St. Charles Park District) and Comm. Blaine (with the Forest Preserve) work for organizations that have these types of programs.

Ms. Riordan stated she loves trees, "They are the king of the forest." She explained that there were many interesting things about trees, "The more you know about them the more you appreciate them. They are magnificent things."

B. Commissioners:

Comm. Myers: The comment from Ms. Riordan regarding commemorative trees reminded Comm. Myers of the tree dedicated to Jim Driessen. She recently drove by the tree and reported that it was thriving and looking very healthy.

Comm. Otto: Comm. Otto read the thank you note to Mrs. Tieche, which she wrote on behalf of the committee.

Comm. Blaine: Stated that she was on the committee because she too loves trees. She indicated education is important. She pointed out areas, such as the prairie heritage, are just as important as areas populated by trees. "We need to balance our educational efforts recognizing that the prairie is much a part of our heritage as the woodlands."

Comm. Wilfong: Pointed out that Arbor Day marked her first anniversary with the Tree Commission. She was grateful to be part of this group and for all that she has learned this past year. She stated that she has been in the United States since 1999, but just became a United States citizen last year. Being on this committee was her way of fulfilling her civic duty.

Comm. Grathoff: Commented that Arbor Day was great and for some reason it felt very special this year. He appreciated all the effort getting all the teachers involved this year.

Chair. Ziegler: Acknowledged Comm. Wilfong's comments and her strong commitment to participate and serve the community.

C. Staff:

Mr. Adesso: None

Ms. Soderlind: None

11. Adjournment

Motion by Comm. Myers to adjourn meeting, second by Comm. Blaine.

Voice vote: unanimous; Nays – None; Absent: Phil Zavitz, Raymond Hauser
- Motion carried at 8:12 pm.



AGENDA ITEM EXECUTIVE SUMMARY

Title: Dash in the Dark 5K – Information only

Presenter: Chief Keegan

Please check appropriate box:

	Government Operations	X	Government Services 07.28.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	PD:\$325.60 PW:\$214.08 Total: \$539.68	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

All expenses will be paid by the event sponsor.

Executive Summary:

This special event application was received on June 25, 2014.

This event is in its 3rd year and will take place on Friday, August 29, 2014, beginning at 6 p.m. The 5K is a fundraiser for the local Fox Valley Rugby Football Club. Approval by Committee or Council is not needed as limited City services are required for this event; however, the Special Events Committee wanted to communicate the details of this event on a “for your information” basis so all are properly informed of what will take place this year. All expenses incurred will be paid in full by the event sponsor.

The event sponsor will be sending out an informational letter to residents of the Timbers subdivision, as well as other residents and businesses affected by this route, informing them of this event. Consideration will also be given to residents in the area while amplification is in use.

Attachments: *(please list)*

Diagram

Recommendation / Suggested Action *(briefly explain):*

Information purposes only.

<i>For office use only:</i>	<i>Agenda Item Number: 3.c</i>
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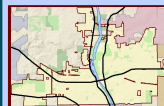
City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

2014 Dash in the Dark 5K route

RAYMOND ROGINA Mayor

MARK KOENEN City Administrator




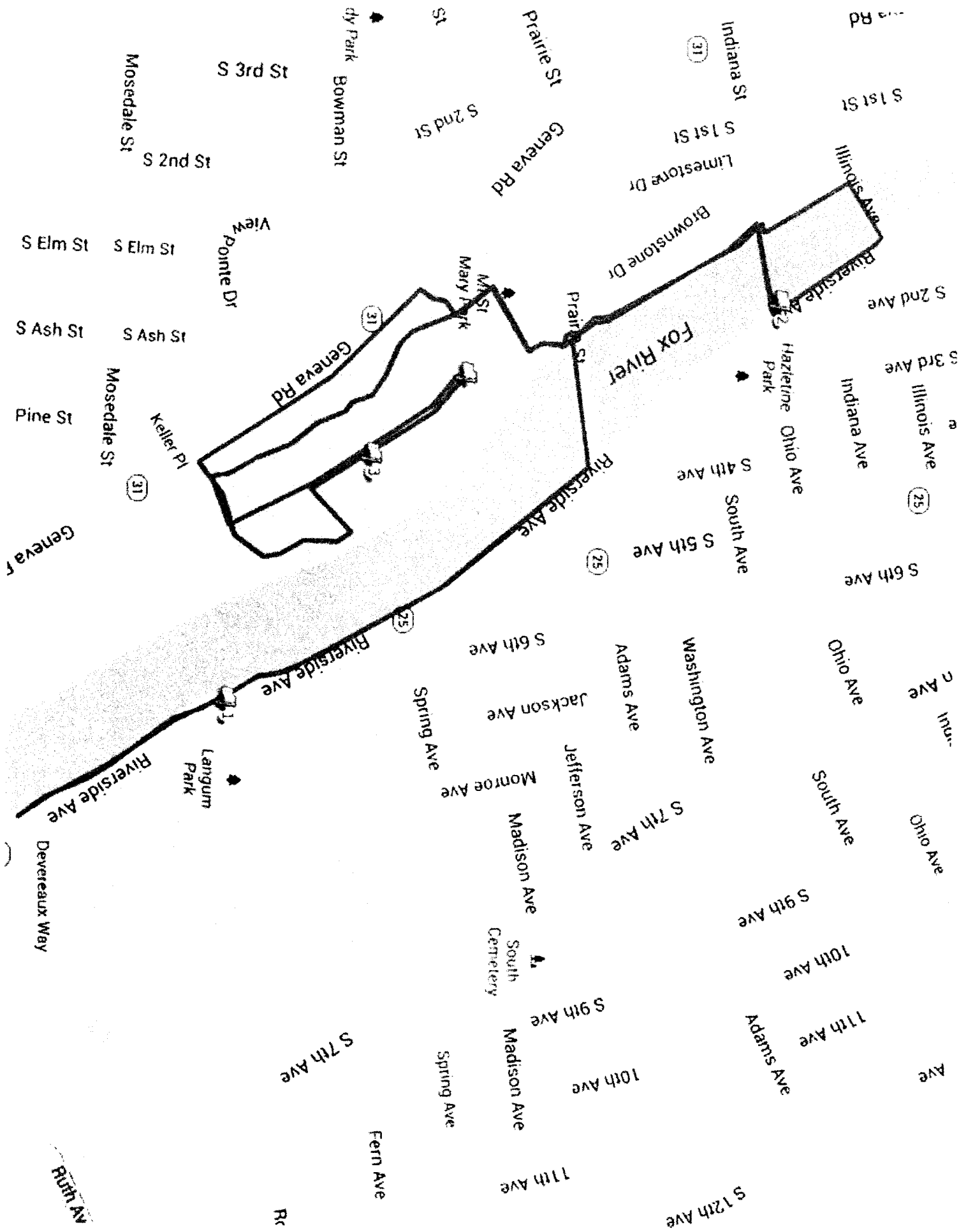
Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: July 10, 2014 09:35 AM



0 250 500 Feet

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	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:		Ghosts & Ghouls 5K – Information only			
	Presenter:		Chief Keegan			
<i>Please check appropriate box:</i>						
Government Operations			X	Government Services 07.28.14		
Planning & Development				City Council		
Public Hearing						
Estimated Cost:		N/A		Budgeted:	YES	NO
If NO, please explain how item will be funded:						
No City services have been requested by the event sponsor.						
Executive Summary:						
<p>This special event application was received on June 6, 2014.</p> <p>This is a new event and will take place on Saturday, October 18, 2014, beginning at 5 a.m. The 5K is being sponsored by the Adventure Bureau, LLC with the intention of raising money for the Steel Beam Theatre. Approval by Committee or Council is not needed as limited City services are required for this event; however, the Special Events Committee wanted to communicate the details of this event on a “for your information” basis so all are properly informed of what will take place this year. All expenses incurred will be paid in full by the event sponsor.</p> <p>The event sponsor will be sending out an informational letter to area businesses affected by this route, informing them of this event. Consideration will also be given to residents in the area while amplification is in use.</p>						
Attachments: <i>(please list)</i>						
Diagram						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Information purposes only.						
<i>For office use only:</i>		<i>Agenda Item Number: 3.d</i>				



MT. ST. MARY PARK TRAIL MAP

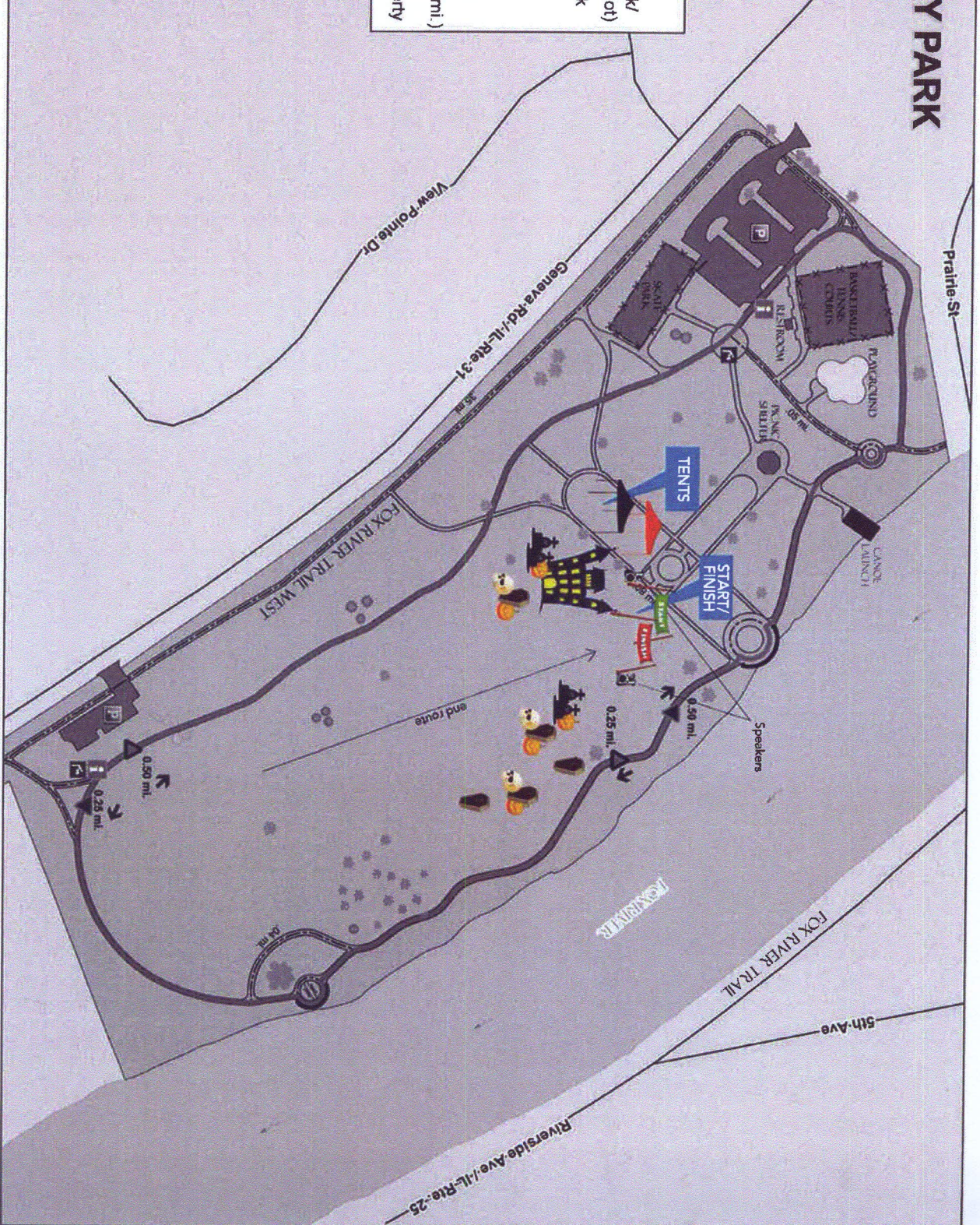


Legend

- Informational Kiosk/Trail Start (North Lot)
- Informational Kiosk (South Lot)
- Mile Marker per Trail Direction
- 0.25 ml. Distance Traveled
- Overall Trail (0.73 ml.)
- Park District Property



Date: 12/27/2012





ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation for Request for Funding- 2014 Bob Leonard River Run/Walk & Kids Turtle Hurdle

Presenter: Mark Koenen

Please check appropriate box:

	Government Operations	X	Government Services 07.28.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$1,250.00	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

Financial request would be taken for the General Fund reserve.

Executive Summary:

The Bob Leonard River Run/Walk & Kids Turtle Hurdle is planned for August 9, 2014. Julie Farris, JMF Events, on behalf of the River Corridor Foundation has requested the City participate financially and be a “Title Sponsor”. The fee associated with being a Title Sponsor is \$2,500.00.

For your information, in 2013 the City and Park District jointly shared the Title Sponsor role and equally shared the financial expense. The Park District is again interested in sponsoring this event and would be willing to share this title sponsorship and financial expense with the City. Recognizing this was not budgeted, the Finance Office has indicated there are sufficient reserves to cover the \$1,250.00 and join the Park District as a Title Sponsor.

For your information, I have attached a summary of the 2013 statistics regarding participation and projections for the 2014 event. The Bob Leonard River Run/Walk & Kids Turtle Hurdle does bring people to the City. City staff is seeking Council’s direction.

Attachments: *(please list)*

Statistics and projections for the Bob Leonard River Run/Walk & Kids Turtle Hurdle

Recommendation / Suggested Action *(briefly explain):*

Recommendation for request for funding- 2014 Bob Leonard River Run/Walk & Kids Turtle Hurdle.

For office use only:

Agenda Item Number: 4.a




Bob Leonard River Run/Walk & Kids Turtle Hurdle
August 9, 2014
Pottawatomie Park, St Charles, IL


Thank you for being a supporter of the Bob Leonard River Run & Walk. Below is a breakdown of the 2013 event including the participants, volunteer and spectator numbers.

	<u>2013</u>	<u>2014 Projections</u>	<u>Percentage Change</u>
Runners	241	300	24%
Walkers	111	150	35%
Kids Turtle Hurdle Participants	113	145	28%
Volunteers	37	50	35%
Spectators	200	300	50%
Sponsors	20	25	20%
Canine Companion (NEW for 2014)	0	25	

Notes: Since debuting in 2012, the Turtle Hurdle Obstacle Course had over a 100% increase in participants.

2013 Marketing Recap: Postcards (1000) distributed through local businesses and races; direct mail pieces sent to 2012 registrations; event was posted on 6 runner specific websites along with 14 local organizations social media sites, press releases (4) were sent out to Chicagoland media sources, advertisements were done in 3 local media sources, Main Street visibility for 7 days equaling over 600,000 impressions, along with event day banners, sponsor banners and programs that were onsite at the event. A 2013 marketing report is available upon request.

	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:	Motion to Approve Request for Street and Parking Lot Closures and Use of Amplification Equipment for the 2014 St. Charles 12K of Christmas				
	Presenter:	Deputy Chief Huffman				
<i>Please check appropriate box:</i>						
	Government Operations		X	Government Services 07.28.14		
	Planning & Development			City Council		
	Public Hearing					
Estimated Cost:	PD: \$1,041.92 PW: \$2,413.46 TOTAL: \$3,455.38	Budgeted:	YES	X	NO	
If NO, please explain how item will be funded:						
All city costs are to be paid by the event sponsor, as done in the prior events.						
Executive Summary:						
<p>As you are aware, this event was presented to City Council for consideration and approval on July 7, 2014. At that time, a motion was made and voted upon to table this agenda item for presentation at the July 28, 2014 Government Services meeting. This was due to concerns of the 12K of Christmas conflicting with the TriCity Family Services Snowflake Shuffle 5K event, which is also scheduled for December 6, 2014. There were also concerns over residents not having enough time to respond to the letter sent by Multisport Madness to those who live on the race routes.</p> <p>Staff has determined that the TriCity Family Services Snowflake Shuffle 5K fundraising event will be held on December 6, 2014 at 9:00 a.m., and will be conducted in the Mill Creek subdivision of Geneva. Additionally, as of July 14, 2014, there have been six residents who responded to the letters sent out by Multisport Madness. Four responses were in support of the race, while two of the responses requested additional information.</p> <p>Multisport Madness has advised that their event is different from the Snowflake Shuffle 5K (3.1 miles), in that it is a 7.5-mile event and typically draws a different type of athlete than what a 5K will. Multisport Madness is sensitive to the issue of competing or interfering with the fundraising efforts of TriCity Family Services, and they do not believe the 12K of Christmas will do this.</p>						
Attachments: <i>(please list)</i>						
Previous Executive Summaries; Previous Memo; Map/route for event						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Recommendation to approve street and parking lot closures and use of amplification equipment for the 2014 St. Charles 12K of Christmas on December 6, 2014.						
<i>For office use only:</i>		<i>Agenda Item Number: 5.a</i>				

	AGENDA ITEM EXECUTIVE SUMMARY	
	Title:	Recommendation to Approve Request for Street and Parking Lot Closures and Use of Amplification Equipment for the 2014 St. Charles 12K of Christmas and the 2015 St. Charles Half Marathon
	Presenter:	Interim Chief Huffman

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations 7.7.14	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	PD: 12K: \$1,041.92; ½ Marathon: \$1,953.60 PW: \$2,413.46 (for each event) TOTAL for both events: \$7,822.44	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

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

Executive Summary:

This application was submitted on March 24, 2014 and encompasses both events.

As you are aware, the original request for these events from Multisport Madness came before the Government Services Committee on May 27, 2014. At that time, there was discussion by the Committee in reference to the 12K of Christmas, proposed for December 6, 2014, and concerns over the requested street closures and VFW parking lot closure as they related to interfering with downtown shoppers during the holiday season.

Due to several concerns requested by the event coordinators, Committee requested that City staff work with Multisport Madness and the Downtown Partnership in an effort to coordinate these events in a manner that is appealing to all concerned. A memo is attached explaining what took place at the most recent meeting.

City staff is in agreement that the Multisport Madness has met the requirements set forth by Committee and feel the proposal for these events are now attainable for all groups involved in ensuring these events successfully take place.

Attachments: *(please list)*

Memo

Recommendation / Suggested Action *(briefly explain):*

Based on the new requirements, the Police Department recommends approval for the proposed parking lot and street closures and the use of amplification for both events.

For office use only:

Agenda Item Number:

Memo

Date: July 7, 2014

To: Government Operations Committee

From: Interim Chief Huffman

Re: 12 K of Christmas & Half Marathon

The first annual 12K of Christmas, to take place on December 6, 2014, and the Half Marathon, to take place on April 25, 2015, were both proposed by Multisport Madness at the May 27, 2014 Government Services Committee. The Committee did approve their proposal based on several conditions which were to be met in time for the July 7, 2014 City Council meeting.

In an effort to meet these requirements, City staff met with Multisport Madness and the following was agreed upon for the new proposal:

- Race start time of 8:30 a.m. for the 12K of Christmas; race is anticipated to be complete by 10:30 a.m.
- Also for the 12K, the Filling Station parking lot will be labeled “No Race Parking” to allow for parking for the patrons of the surrounding businesses.
- For the Half Marathon, racers will be directed to park in the 1st Street parking deck; several other, smaller lots will be marked with “No Parking” signs to allow for the patrons of those businesses.
- Multisport Madness has invited surrounding businesses to attend a meeting on Tuesday, July 1 at 4:30 p.m., in which someone from the Downtown Partnership will attend, to discuss any issues with what they are proposing for their events.

Barring any objections from businesses that City staff is not aware of, City staff is in agreement that these events can now be brought to Committee for approval with these changes that have been agreed upon.

The Police Department recommends approval.

SGH/skc



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Continuance of the Request for Street and Parking Lot Closures and Use of Amplification Equipment for the 2014 St. Charles 12K of Christmas and the 2015 St. Charles Half Marathon to the July 7, 2014 City Council Meeting
Presenter:	Interim Chief Huffman

Please check appropriate box:

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

Estimated Cost:	PD: 12K: \$1,041.92; ½ Marathon: \$1,953.60 PW: \$2,413.46 (for each event) TOTAL for both events: \$7,822.44	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
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If NO, please explain how item will be funded:

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

Executive Summary:

This application was submitted on March 24, 2014 and encompasses both events.

As you are aware, the original request for these events from Multisport Madness came before the Government Services Committee on May 27, 2014. At that time, there was discussion by the Committee in reference to the 12K of Christmas, proposed for December 6, 2014, and concerns over the requested street closures and VFW parking lot closure as they related to interfering with downtown shoppers during the holiday season.

Both the 12K of Christmas (December 6, 2014) and the Half Marathon (April 25, 2015) were approved by Committee, however, the Committee directed Multisport Madness to take the following actions before coming before Council on June 2 for approval:

- 1) Coordinate with the St. Charles Downtown Partnership for both events
- 2) Notify the affected businesses of the events and the proposed closures
- 3) Notify the affected residents who live on the race routes

City staff has been working with Multisport Madness and the Downtown Partnership in an effort to coordinate these events in a manner that is appealing to all concerned. In furtherance of this collaborative effort, staff along with concurrence from Multisport Madness and the Downtown Partnership, request a continuance of this matter until the Council Meeting scheduled for July 7, 2014.

Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

The Police Department recommends and requests a motion and subsequent approval of a continuance of this matter until July 7, 2014, at which time it will come before City Council for a final vote.

<i>For office use only:</i>	<i>Agenda Item Number:</i>
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AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2014 St. Charles 12K of Christmas and the 2015 St. Charles Half Marathon

Presenter: Interim Chief Huffman

Please check appropriate box:

<input type="checkbox"/> Government Operations	<input checked="" type="checkbox"/>	Government Services 05.27.14
<input type="checkbox"/> Planning & Development		City Council
<input type="checkbox"/> Public Hearing		

Estimated Cost:	PD: 12K: \$1,041.92; ½ Marathon: \$1,953.60 PW: \$2,413.46 (for each event) TOTAL for both events: \$7,822.44	Budgeted:	YES	<input checked="" type="checkbox"/>	NO
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If NO, please explain how item will be funded:

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

Executive Summary:

This application was submitted on March 24, 2014 and encompasses both events.

Multisport Madness has submitted a special event application for two separate events:

- I. St. Charles 12K of Christmas to take place on Saturday, December 6, 2014
- II. St. Charles Half Marathon to take place on Saturday, April 25, 2015

Both of these are running events and the request for both is to have a start/finish line in the 100 blk. of N. 3rd St. between Cedar and State St.

Please see the attached memo outlining the details for each event.

The event sponsors are also requesting the use of an amplification system (PA) at the start and finish lines for the duration of the events. Event sponsors were reminded by the Special Events committee to keep in consideration the surrounding neighborhoods when utilizing the amplification in the early morning hours.

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

Attachments: *(please list)*

Memo and map routes

Recommendation / Suggested Action *(briefly explain):*

The Police Department recommends approval of the street and parking lot closures and use of amplification equipment for the 2014 St. Charles 12K of Christmas and the 2015 St. Charles Half Marathon.

For office use only:

Agenda Item Number:



Memo

Date: May 7, 2014

To: Government Services

From: Interim Chief Huffman

Re: St. Charles 12K of Christmas & St. Charles Half Marathon

12K of Christmas

The 12K would begin at 2:00 PM and the organizers expect to have between 300-600 participants. That event would start on N. 3rd St. The runners would then turn left (west) on to State St. The race would continue west on to Dean St. and then north on to 17th St. into the Foundry Business Park area. It would continue through Timbers Park and onto the streets of the Timbers neighborhood. It would then continue north in to un-incorporated St. Charles Township along Ferson Creek Rd., Wildrose Rd., and Thornapple Rd. The race would then re-enter the City, circle through the Thornwood Drive area, and then return to the Foundry Business Park and back along Dean and State Streets to 3rd Street.

For this event, the organizers are requesting that the following areas be closed from 10:00 a.m. - 4:30 p.m.:

- VFW Parking Lot
- N. 3rd St. from Cedar to State St.
- Cedar St. from N. 2nd St. to N. 3rd St.
- The roadway from N. 3rd St. to just west of the entrance to Isaaco's & Taste of Himalayas will need to be closed the entire time. The roadway from that entrance to N. 2nd St. will only need to be closed from 1:00 p.m. - 2:15 p.m.
- State St. from N. 3rd St. to N. 4th St.

The organizers also request the following:

- No Parking on Cedar St. from N. 3rd St. to N. 2nd St.
- No Parking on State St. from N. 3rd St. to N. 9th St.

Half Marathon

This race would start and finish in the same location, however, the race would start at 7:00 a.m. and approximately 1,000 participants are expected. The route for this race is similar to that of the 12K except that it will not go through the Timbers subdivision and encompasses a larger

additional portion of areas north and west of the City before returning and finishing again on 3rd St. The closures and parking restrictions above would be the same except that the requested closure times would be 3:00 a.m. - 12:00 p.m.

Police Assistance

For both events the organizer plans to use volunteers all along the route. Police assistance will be needed however at:

- I. 3rd St. & State St.
- II. 3rd St. & Cedar St.
- III. 9th St. & Dean St.
- IV. 17th St. & Dean St.

In addition, an officer would be needed near Randall and Dean St. for the half marathon.

The event organizer will be contacting the Kane County Sheriff's Office for assistance outside the City limits.

SGH/skc

St. Charles 12K of Christmas - 2014



The area in Green (VFW parking lot and 3rd Street between State and Cedar) will be closed starting 10 a.m. and reopen at 4:30 p.m. The Black area will be barricaded (between 3rd and 2nd St.) from 1:00 p.m.- 2:15 p.m. Posting is requested: "No Parking Police Order" 24 hours leading to the race.

Dear Neighbor,

My name is Danny Delgado and I'm an owner of Multisport Madness Events, a race production group. In early July, we will go in front of the St. Charles City Council to propose two exciting races that will run through your neighborhood. We are proposing a 12K running race on December 6, 2014 and a half marathon on April 26, 2015. We anticipate 300-500 runners for the 12K and 800-1000 for the half marathon. These races will bring several spectators to the St. Charles area hopefully encouraging them to spend their time and money in our beautiful town. We have many volunteers throughout the course to ensure racer and neighbor safety throughout the event. Closer to the race event, we will send out postcards as a reminder of the event and encouraging your participation in the race or as spectator on the course.

If you have any comments, questions or concerns, please e-mail me and I will address your concerns and provide information on the City Council meeting.

Thanks for allowing us to showcase our community to others.

Sincerely,

Danny Delgado
Multisport Madness
Dandelgado71@gmail.com
630-973-6191



1120 Randall Court • Geneva, IL 60134 • (630) 232-1070 • (630) 232-1471 fax

July 7, 2014

St. Charles City Council Members
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Dear City Council Members:

Residents of St. Charles received a letter from MultiSport Madness, a race production group, over the weekend. The letter announced the group's intention to hold a 12K race on December 6, 2014 and a Half Marathon on April 26, 2015 in St. Charles.

We, at TriCity Family Services, have been holding our Snowflake Shuffle 5K in the Mill Creek subdivision of Geneva on the first Saturday of December for the past 5 years. This year's 6th annual race will be on Saturday, December 6, 2014.

Our event is a vital fundraiser supporting the work we do in your community. TriCity Family Services is a local, non-profit leader providing counseling and other mental health services for children, teens, their families, and community members across all income levels and life stages. We had 609 race registrants last year. This number has been steadily growing since our inaugural race drew 316 participants. The vast majority of all of our participants come from the TriCity (Geneva, Batavia, and St. Charles) community.

We have worked hard to establish our event in the TriCity running community and are very threatened by a race production group starting a new race on our event day in the same community. We also, most importantly, depend on the nearly \$20,000 in revenue we raise from our event. This money goes directly to helping your neighbors in need and providing counseling and group programs that enrich your community.

Local residents were not given enough time to learn of MultiSport Madness's plans, the race route through their neighborhood, or the community impact of approving the race. We are aware that competition with other fundraising and other events in the community is part of holding events in the community, but we wanted to voice our concern over the Council's approval of MultiSport Madness and their race plans.

Thank you very much for all you do for our community.

Sincerely,

A handwritten signature in cursive script that reads "Miranda Barfuss".

Miranda Barfuss
Development Manager

mbarfuss@tricityfamilyservices.org
630-232-1070 x136





ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Use of Amplification Equipment and IDOT Resolutions for the Closure of Main St. (Route 64) from 6th Street to 2nd Avenue for Two High School Homecoming Parades

Presenter: Chief Keegan

Please check appropriate box:

	Government Operations	X	Government Services 07.28.2014
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$5,774.32 (PW) each parade \$240.00 (EMA) each parade \$2,112.12 (PD) each parade \$8,126.44 TOTAL for each parade	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The St. Charles East High School special event application was received on June 11, 2014. The St. Charles North High School special event application was received on June 13, 2014.

The Special Events committee has reviewed applications for the 2014 high school homecoming parades with East High School’s Homecoming parade to be held on Friday, September 19, 2014 and North High School’s Homecoming parade to be held on Friday, October 3, 2014. Both parades commence at 1:00 p.m., lasting approximately one half hour.

Both schools have requested that the Homecoming Parades be returned to Main Street this year. A shortened parade route on Main Street has been identified which should help to reduce the disruption to normal Friday afternoon traffic. The parade Route will be on Main Street from 6th Street to 2nd Avenue. St. Charles North High School has requested that their parade be permitted to travel from east to west in order to facilitate some logistical needs that they have. Therefore the East High parade and the North High parade will travel the same route with East High traveling west to east and North High traveling east to west.

Attachments: *(please list)*

Resolution; Parade Route Maps

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve IDOT Resolution for the closure of Main Street (Route 64) from 6th Street to 2nd Avenue for two High School Homecoming parades.

For office use only:

Agenda Item Number: 5.b



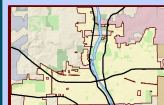
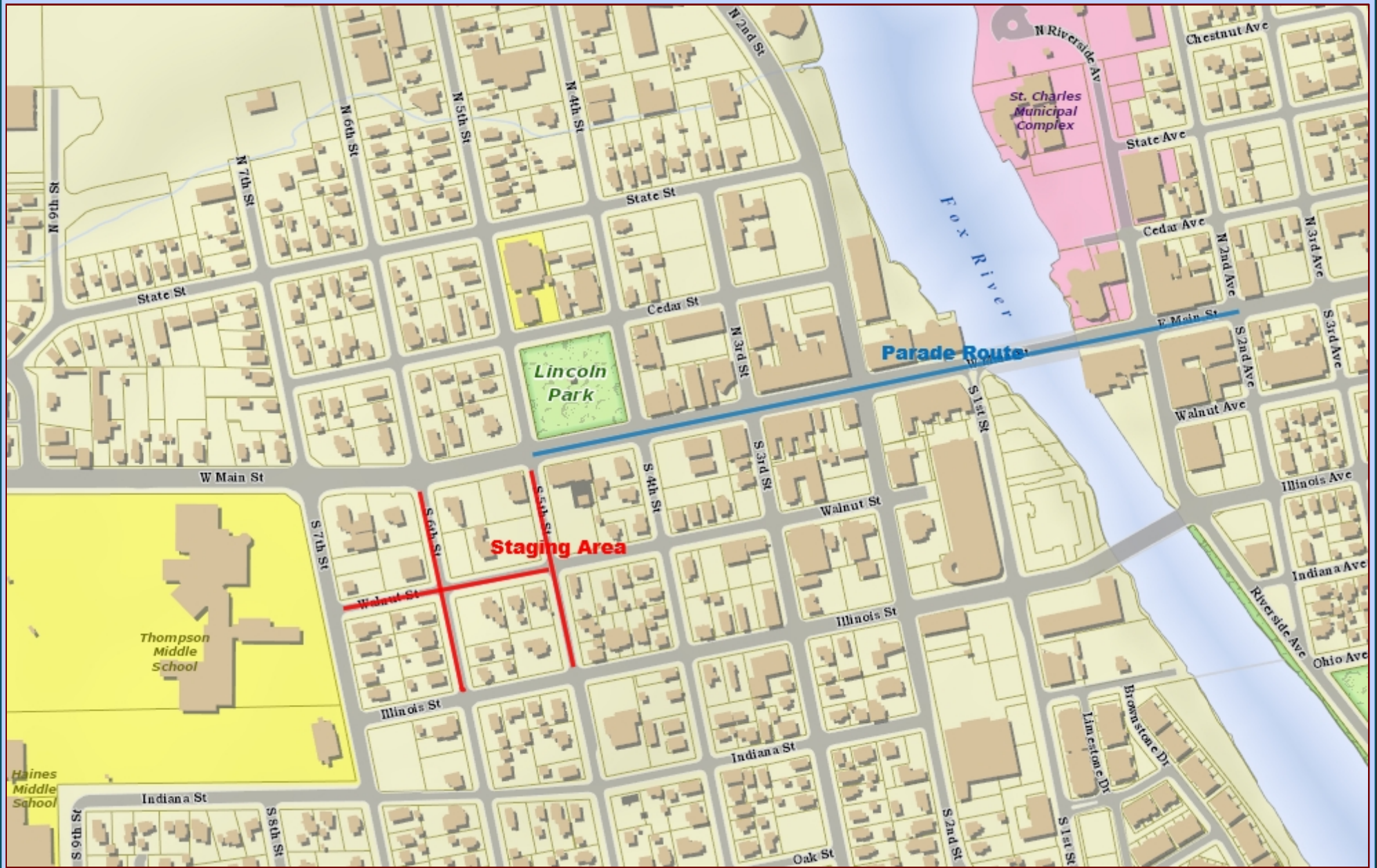
City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

2014 St. Charles East Parade

RAYMOND ROGINA Mayor

MARK KOENEN City Administrator



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: July 9, 2014 01:39 PM



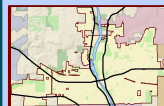
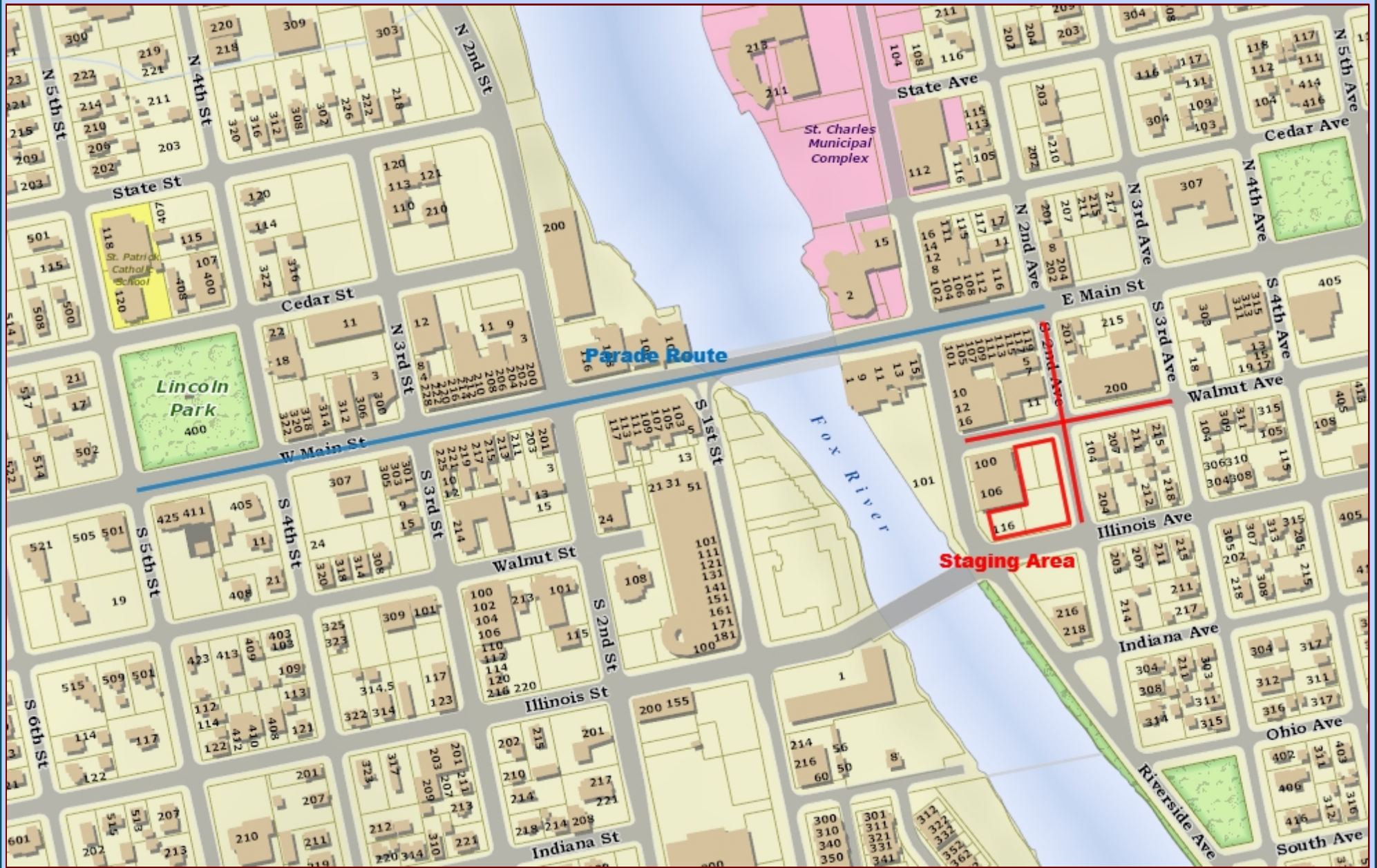
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Powered by InRoads GIS



2014 St. Charles North Parade



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: July 9, 2014 01:44 PM



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 Prepared by Protonics GIS

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Requesting the Closure of Routes 64 and 31 for the
St. Charles East and North High School Homecoming Parades**

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

WHEREAS, the St. Charles East and North High Schools are sponsoring a Homecoming Parade in the City of St. Charles, and;

WHEREAS, these Parades 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 Friday, September 19, 2014 from 12:45 p.m. to 3 p.m. for the St. Charles East High School Homecoming Parade and Friday, October 3, 2014 for St. Charles North High School Homecoming Parade 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 _____ 2014.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2014.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2014.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve an Addition to the City of St. Charles City Code 10.40.044 – Residential Parking Only on School Days

Presenter: Chief Keegan

Please check appropriate box:

Government Operations	X	Government Services 07.28.14
Planning & Development		City Council
Public Hearing		

Estimated Cost: N/A Budgeted: YES NO

If NO, please explain how item will be funded:

Executive Summary:

The Homeowner's Association of the Stuarts Crossing subdivision has requested that Stuarts Drive, Crossing Way, and Ridings Lane be restricted to resident parking only on school days between the hours of 9:00 a.m. and 1:00 p.m.

The Homeowner's Association has worked closely with the Police Department on parking issues and has voted unanimously to forward this request to the City.

Attachments: *(please list)*

10.40.044 – Residential Parking Only on School Days, with revisions

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve addition to the City of St. Charles City Code 10.40.044 – Residential Parking Only on School Days.

For office use only:

Agenda Item Number: 5.c

10.40.044 Residential Parking Only on School Days.

It is unlawful at any time to cause, allow or permit any vehicle to stop, stand or park, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or official traffic control device, in any of the following places which shall be designated as no parking on school days between the hours of 7:00 a.m. and 4:00 p.m. unless such vehicle is licensed to a resident whose residence is located on property abutting the following public right-of-way:

- A. The following affected streets on the side that presently contain unrestricted parking: Greenwood Lane, Chesapeake Road, Oxmoor Court, Mockingbird Court, the outer ring of Windsor Court, Traditions Boulevard, Grandview Court, Fieldcrest Drive, Wexford Court, Abbeywood Drive, Easton Place, Pendleton Court, Brittany Court, River's Ridge Drive, Prairie Crossing Drive, Meadowview Drive, Dorchester Road, Ashbrooke Court, Muirfield Court, Royal St. James Court and Royal St. George's Court (including the radius of the cul-de-sac) and Riverview Drive.
 - 1. On both sides of Highgate Course.
 - 2. On both sides of Chasse Circle.
 - 3. On both sides of Fairfax Road from the west right-of-way of Dunham Road to the east right-of-way of Forest Ridge Road.
 - 4. On both sides of Canidae Court.
 - 5. On both sides of Shire Lane.
 - 6. On both sides of Southgate Course.
 - 7. On both sides of Dunham Place.
 - 8. On both sides of 8th Street from the north right-of-way of Oak Street to the south right-of-way of Indiana Street, except for the southerly one hundred fifty (150) feet along the east side of 8th Street as measured northerly from the north right-of-way of Oak Street.
 - 9. On both sides of Huntington Road from the southerly right-of-way of Fox Chase Boulevard to the north right-of-way of Forest Ridge Road.
 - 10. On Forest Ridge Road along the westerly and northerly side of the street from the south right-of-way of Fairfax Road continuing westerly around the circle to the east right-of-way of Huntington Road.
 - 11. On the east side of Essex Court.
 - 12. On the west side of Sterling Court.
 - 13. Foxwood Lane from the southwestly right-of-way of Southgate Course.
 - 14. Southgate Court from the northerly right-of-way of Southgate Course.
 - 15. Between the hours of 9:00 a.m. to 1:00 p.m. on all streets inside the area bordered by and including Gray Street on the south from 4th Street to 12th Street, 4th Street on the east from Gray Street to Fellows, Fellows Street on the north from 4th Street to 12th Street and 12th Street on the west from Fellows to Gray.
 - 16. Between the hours of 9:00 a.m. to 1:00 p.m.; within the entire Stuarts Crossing subdivision, to include Stuarts Drive, Crossing Way, and Ridings Lane.

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City of St. Charles, Illinois

ORDINANCE NO. 2014-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.40.044 "Residential Parking Only on School Days" of the St. Charles Municipal Code

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

SECTION ONE: That Title 10 "Vehicles and Traffic", Section 10.40.044 "Residential Parking Only on School Days", of the St. Charles Municipal Code, be and is hereby amended as follows:

16. Between the hours of 9:00 a.m. to 1:00 p.m.; within the entire Stuarts Crossing subdivision, to include Stuarts Drive, Crossing Way, and Ridings Lane.

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

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2014.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2014.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2014.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____
Nays : _____
Absent : _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Changes to the City of St. Charles City Code 10.40.040 – No Parking Places Designated – Prohibited Parking, Exhibit 33

Presenter: Chief Keegan

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.28.14
<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 owners of Fox Run Apartments on Walnut Drive have requested that the City consider a change to the current parking restrictions on Walnut Drive. Parking is currently prohibited on both sides of Walnut Drive from 19th Street to Oak Street. The request is for on-street parking to be allowed along the west side of Walnut Drive between the entrance to the rental office and Oak Street, a distance of approximately 1000 ft.

The roadway in this area is of sufficient width (25.5 feet), to accommodate parking on one side of the street. The fire hydrants are located on east side of the street in that area. Police and Fire Departments have looked at this area in question. It appears that on-street parking could safely be accommodated along the west side of the street in this area.

Residents of the single family homes located on the east side of the roadway also make frequent requests of the police department to be allowed short term parking for family events, etc.

Approval is requested to change STC Exhibit 33 to reflect the recommended change.

Attachments: *(please list)*

10.40.040 – No Parking Placed Designated – Prohibited Parking, Exhibit 33, with revisions

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve changes to the City of St. Charles City Code 10.40.040 –No Parking Placed Designated – Prohibited Parking, Exhibit 33.

<i>For office use only:</i>	<i>Agenda Item Number: 5.d</i>
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City of St. Charles, Illinois

ORDINANCE NO. 2014-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.40.040 "No Parking Places Designated – Prohibited Parking" of the St. Charles Municipal Code

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

SECTION ONE: That Title 10 "Vehicles and Traffic", Section 10.40.040 "No Parking Places Designated – Prohibited Parking", of the St. Charles Municipal Code, be and is hereby amended as follows:

A. That Exhibit STC 33 be removed and replaced with the amended Exhibit STC 33.

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

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2014.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2014.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2014.

Ronald P. Rogina, Mayor

ATTEST:

Nancy Garrison
City Clerk

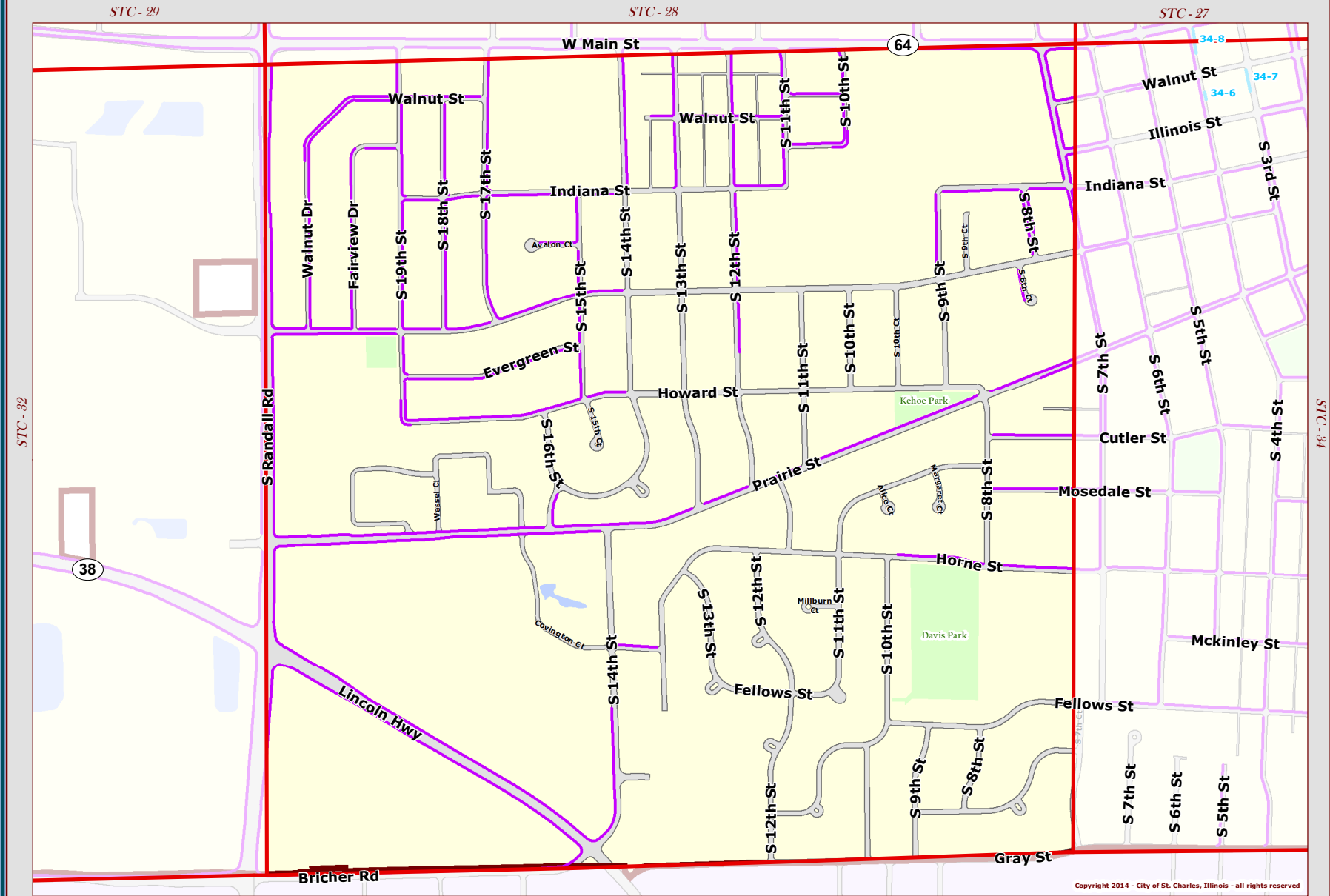
COUNCIL VOTE:

Ayes : _____
Nays : _____
Absent : _____

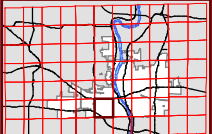


Ordinance & Special Case Numbers

- Ord. 1994-M-23
- Ord. 1995-M-10
- Ord. 1995-M-43
- Ord. 1996-M-21
- Ord. 1996-M-43
- Ord. 2000-M-25
- Ord. 2000-M-68
- Ord. 2004-M-17
- Ord. 2004-M-38
- Ord. 2009-M-17



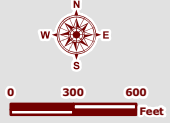
33



Publication Date:
July 8, 2014

Data Source:
City of St. Charles, Illinois
DuPage County, Illinois

Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983



- Parks
- Bodies of Water
- Rivers and Creeks
- Railroads
- Section

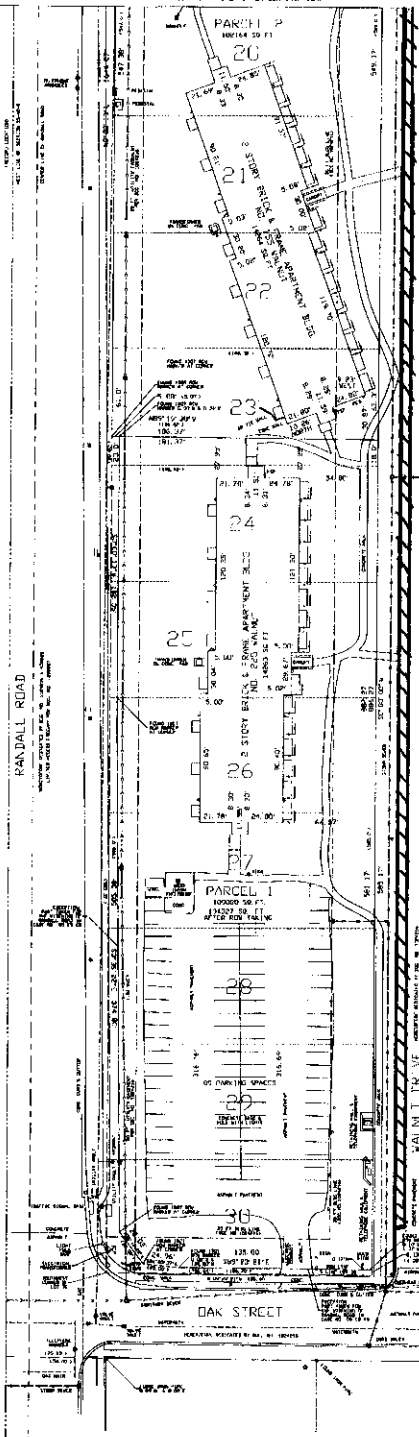
- ### Parking Designation
- No parking this side of the street
 - No parking on Sundays or Holidays
 - Special Case

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

MATCH LINE
MATCH LINE

SEE SHEET 2 OF 2 FOR CONTINUATION

MATCH LINE
MATCH LINE



ALTA/ACSM LAND TITLE SURVEY

State of Illinois Surveyor's Certificate
County of Kane 288

To Fox Run Limited Partnership, Chicago Title Insurance Company and First Midwest Bank:

I hereby certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and MPS in 2006, and includes Items 1, 2, 4, 7(a), 7(b), 8, 9, 10, 11(a), 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 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970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

I further certify that no part of the subject property as described and shown hereon is within a "Special Flood Hazard Area" designated by the Federal Emergency Management Agency Flood Insurance Rate Map for the community in which the subject property is located.

This Professional Service conforms to the current Illinois Minimum Standards for a Secondary Survey. The field work was completed October 21, 2008. The Certificate is valid in Kane County, Illinois, until November 30, 2009.

Given under my hand and seal this 18th day of November, 2008.

Robert J. Oberhart, P.L.S.

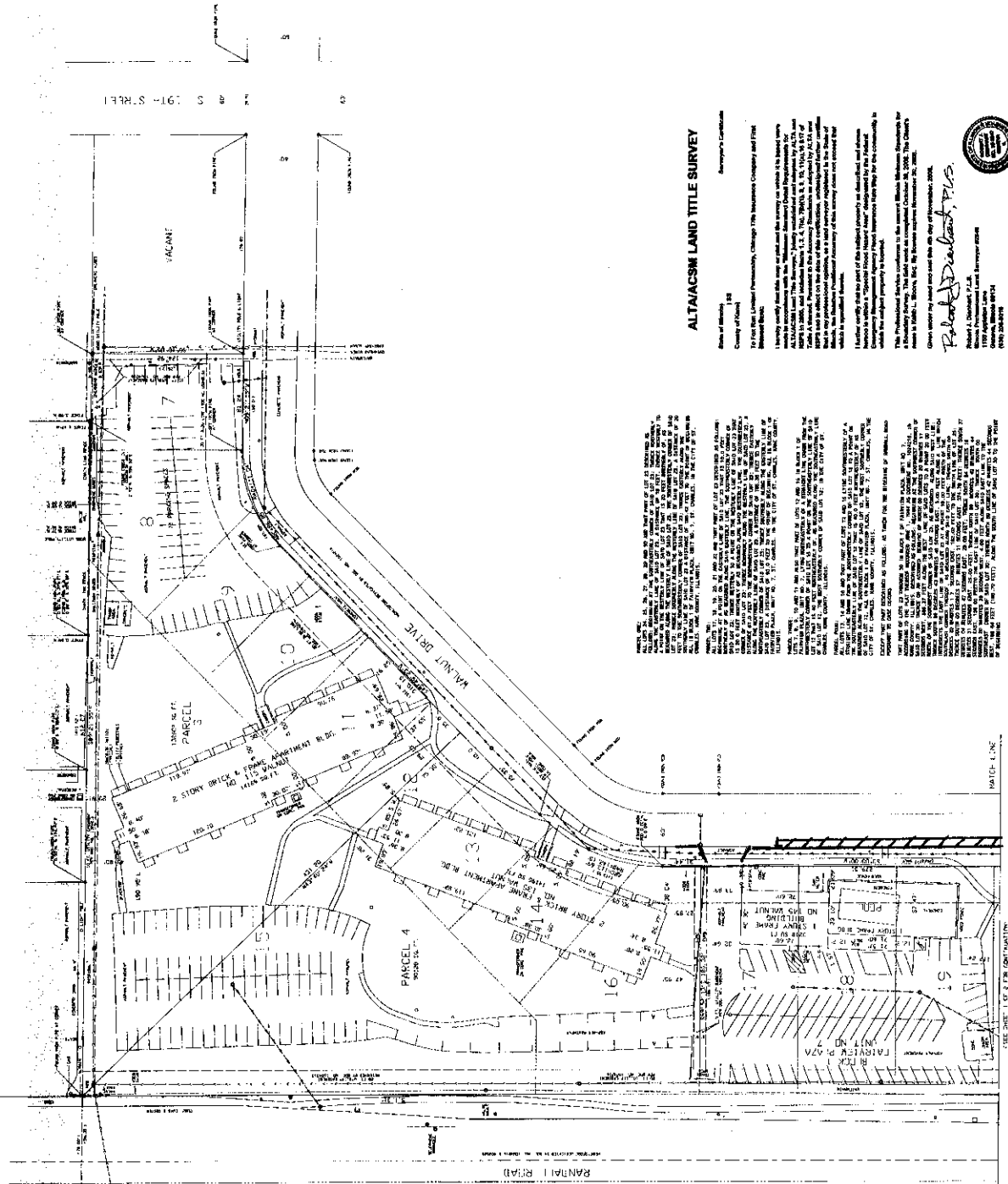
Robert J. Oberhart, P.L.S.
Illinois Professional Land Surveyor #2540
1100 Appleton Lane
Geneva, Illinois 60134
(630) 202-6019



SHEET 1



New Parking Lots



GRAPHIC SCALE: 1" = 50' FEET
 DATE: 11/15/18
 DRAWN BY: [Name]
 CHECKED BY: [Name]

THIS IS A CITY-OWNED PROPERTY. ALL DIMENSIONS AND SPACES SHOWN ARE TO BE MAINTAINED AND PROTECTED BY THE CITY OF CHICAGO.

THESE ARE CITY-OWNED SPACES AND UNMARKED SPACES SHOWN WITHIN THE SUBJECT PROPERTY.

PARCEL 1: 13,000 SQ. FT. (130' x 100')

PARCEL 2: 13,000 SQ. FT. (130' x 100')

PARCEL 3: 13,000 SQ. FT. (130' x 100')

PARCEL 4: 13,000 SQ. FT. (130' x 100')

PARCEL 16: 13,000 SQ. FT. (130' x 100')

PARCEL 17: 13,000 SQ. FT. (130' x 100')

PARCEL 18: 13,000 SQ. FT. (130' x 100')

PARCEL 19: 13,000 SQ. FT. (130' x 100')

ALTAIACSM LAND TITLE SURVEY

Surveyor's Certificate
 I, the undersigned, being duly sworn, depose and say that I am a duly licensed and qualified Surveyor in the State of Illinois, and that I am the author of the foregoing Survey, and that the same is a true and correct representation of the facts as shown to me by the parties thereto, and that I am not aware of any fraud or collusion in the execution thereof, and that I am not aware of any fraud or collusion in the execution thereof, and that I am not aware of any fraud or collusion in the execution thereof.

Robert Deane, PLS
 Robert Deane, Professional Land Surveyor
 1100 North Dearborn Street
 Chicago, Illinois 60610
 (773) 244-8999



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Changes to the City of St. Charles City Code Exhibit PL-H 10.40.010 – Municipal Parking Lot “H” (River Court Parking Lot)

Presenter: Chief Keegan

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.28.14
<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
-----------------	-----	-----------	---	-----------------------------

If NO, please explain how item will be funded:

Executive Summary:

Municipal Parking Lot “H” – River Court Parking Lot, located in the 200 block of N. 2nd Street, has been repaved and restriped. This ordinance update allows for the current identified number of parking spaces listed for this lot.

Attachments: *(please list)*

City Code 10.40.010 Exhibit PL-H – Parking Lot H, with revisions

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve changes to the City of St. Charles City Code Exhibit PL-H 10.40.010 – Municipal Parking Lot “H” (River Court Parking Lot).

<i>For office use only:</i>	<i>Agenda Item Number: 5.e</i>
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City of St. Charles, Illinois

ORDINANCE NO. 2014-M-_____

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

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

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

A. That Exhibit PL-H be removed and replaced with the amended PL-H.

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

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2014.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2014.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2014.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____
Nays : _____
Absent : _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve School Resource Officer Agreement for School Year 2014-2015

Presenter: Chief Keegan

Please check appropriate box:

	Government Operations	X	Government Services 7.28.2014
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	Revenue	Budgeted:	YES	X	NO	
-----------------	---------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

The annual agreement with D303 for police services in the high schools has been updated for this school year and approved by the D303 school board.

The agreement has been approved by District 303 and will be fully executed once City Council approves it.

Attachments: *(please list)*

Agreement with School District for two School Resource Officers

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve School Resource Officer Agreement for School Year 2014-2015.

For office use only:

Agenda Item Number: 5.f

AGREEMENT FOR POLICE SERVICES - 2014

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of St. Charles, a municipal corporation, organized and existing under the constitution and the statutes of the State of Illinois (hereinafter referred to as the "City") and Community Unit School District 303, a unit school district organized under the statutes of the State of Illinois, (hereinafter referred to as "303");

WITNESSETH

WHEREAS, Article 7, Section 10 of the constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities and school districts, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Sec. 220/1 et seq., known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, 303 has determined that it is in its best interests to provide police liaison services at its facilities, which are located within the City of St. Charles; namely, St. Charles North High School and St. Charles East High School, hereinafter referred to as "Schools"; and

WHEREAS, the City is a home rule unit which may exercise any power or function relating to its government and affairs; and

WHEREAS, the City's agreement to provide additional police services for 303 are actions which relate to the government and affairs of the City.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term of Agreement. This agreement shall become effective on August 20, 2014, and terminate on June 8, 2015.

2. Description of Services. The City, through its police department, shall provide a total of two (2) sworn officers to Schools, one officer per school (Hereinafter referred to as "Officers").

a. This Agreement is made pursuant to City's School Resource Officer (SRO) program. Generally this program involves the assignment of a City of St. Charles police officer to Schools. The base salary including fringe benefits of the assigned officers shall be entirely provided by

SRO Contract 2014/2015

City with the exception of any and all overtime expenses incurred as a direct result of the SRO Program pursuant to this agreement which shall be paid by 303 at the particular officer's applicable rate. Although the officers shall remain employees of the City of St. Charles, upon assignment such officers shall work with and be under the general direction of 303 staff and shall establish and operate such programs and activities consistent with the intent of this program. Each sworn police officer shall be assigned to a specific school. Although remaining an employee of the City, the responsibility for direction and supervision of Officers when assigned to school duties shall be borne by 303. Officers shall work in the school as a member of the school's guidance team and serve many of the roles associated with a dean's assistant.

b. In addition to normal school duties, Officers shall attend specified extracurricular activities of Schools at the school administration's direction when possible and not in conflict with the Metropolitan Alliance of Police Chapter 27 (MAP) contract. These activities shall involve but may not be limited to athletic events and school-sponsored dances.

c. Although certain levels of counseling may be a part of the Officers' duties, serious counseling needs shall be referred to the School's professional staff.

d. As a member of the police department, Officers shall conduct original investigations of all criminal and quasi-criminal acts which occur during the regular school day which would have previously necessitated the dispatch of a patrol unit. In addition to conducting original investigations, Officers shall be assigned cases for follow-up through the City's Investigations Section. The criteria for assignment are the offender or victim's school assignment; time, date, and offense are secondary. Officers shall conduct such investigations in conjunction with other school responsibilities within reason. In any instance where a Police Officer becomes aware of a violation of school rules, not including violations of law, unless the situation is one requiring immediate action and investigation by the Police Officer due to imminent danger of harm to students or staff, the Officer shall refer the violation to the Dean's Office for follow-up investigation by the School. The School may request the continued participation or involvement of the Police Officer, as may be needed to complete its investigation. Searches and student interviews should be coordinated with school officials, except those instances where a Police Officer acts to prevent imminent harm to students or staff.

e. During extended school breaks, Officers shall be assigned in the City's police department as operationally necessary and directed by the Chief of Police.

f. The duties of Officers may include but are not limited to the following:

i. Promote rapport between police officers and students in the school.

- ii. Promote a working relationship with school staff.
- iii. Promote working relationships with other police liaisons within the 303 School District.
- iv. Meet periodically with building and district administration to discuss and evaluate police counselor activities.
- v. Make presentations to students, parents, and staff members on law and law enforcement, safety and good citizenship.
- vi. Refer troubled students to proper professional help within the student services division of the school and police department.
- vii. Plan preventive substance abuse programs.
- viii. Work with parents on runaway students.
- ix. Deal effectively with juvenile offenders.
- x. Assist school officials in the enforcement of truancy laws and work with truancy detail.
- xi. Represent the school on any criminal, misdemeanor, or traffic court action involving the students as appropriate.
- xii. Work beyond regular scheduled hours when required to successfully complete an assignment or case.

3. Staffing. The program shall consist of the City assigning one officer to St. Charles North High School and one officer to St. Charles East High School to act as the SRO for the respective schools. Each SRO shall begin his or her duties on the first day of school and continue each day that school is in session until the last day of classes. If during the term of this Agreement, the School Superintendent shall determine that either of the Officers is not suitable or is not able to meet the expectations of the School District, the Superintendent shall confer with the Chief of Police regarding the concern. If the concern cannot be addressed or resolved by action of the Chief of Police to the satisfaction of the School Superintendent, the Superintendent can request the assignment of a new Officer to the appropriate School. If the Chief of Police elects not to assign a new Officer to the School, the Superintendent shall have the right to terminate this Agreement upon 30 days' written notice to the Chief of Police. At the end of such 30 day notice, the District shall have no continued or remaining payment obligations for any additional services. The Police Department shall prorate the cost of services up to that point of the year and issue a final bill to the District for such police services.

4. Salaries and Other Related Costs. Pursuant to an Intergovernmental Agreement entered into by and between the City and 303 on August 15, 2011, the costs for services for school year 2014/2015 shall be waived.

Any overtime expenses necessitated by District scheduling requirements and in conjunction with Officers' duties shall be paid for by 303 at the Officer's overtime rate as established by the City through contractual agreements. Such overtime hours shall include but are not limited to the Officer's attendance at school dances, athletic events, or other school-related extra-curricular activities scheduled by 303.

City shall calculate overtime costs as approved by 303 and submitted by the Officers, and then bill 303 for any overtime costs incurred. Billing shall occur at the end of each semester period for the Officers' salaries and any overtime.

Additionally, 303 shall provide Officers office workspace, telephone and other related commodities as previously contributed.

5. Hours of Work. The days and hours of work are to be consistent with 303's 2014/2015 school calendar normal school hours of operation.

6. Assignment of Employees. All police department employees assigned to the 303 facility shall be at the determination and discretion of the City and the Chief of Police, with input from 303.

7. Status of Employees. All City employees assigned to providing police services for 303 shall remain City of St. Charles employees and shall not have any right, status or benefit of 303 employment.

8. Payment of Employee. 303 shall not be liable for the direct payment of salaries, wages or other compensation to City of St. Charles employees except as otherwise specifically provided herein.

9. Relationship of Parties. It is understood by the parties hereto that City and its employees are independent contractors with respect to 303, and no City employee assigned to 303 is an employee of 303. 303 shall not provide fringe benefits, including health insurance benefits, workers' compensation, retirement, paid vacation, or any other employee benefit, for the benefit of any City employee. This agreement shall not be construed to create a partnership, joint venture, employment or agency relationship, and shall not create any additional duties, either special or otherwise, on City. It is therefore understood that the School District is not a party to the City's Collective Bargaining Agreement.

10. Assignment. The obligations of the parties hereto may not be assigned or transferred to any other person, firm, corporation, or body politic without the prior written consent of both parties hereto.

11. Performance of Service. Officers shall perform general law enforcement duties and such other duties as assigned by the Chief of Police, consistent with the provisions of this agreement and on the grounds of an institution of education. City shall determine and apply standards for performance and discipline used in the delivery of the contract police services. It is agreed and understood that the services the City will be providing pursuant to this agreement are general law enforcement services only and that no special duty shall be deemed to be created by this agreement. It is further understood and agreed that this agreement is not intended nor shall be construed to alter, limit or constitute a waiver of any of the civil immunities afforded the City and/or its employees pursuant to the Local Governmental and Governmental Employees Tort Immunity Act at 745 ILCS 10/1-101, et seq., as amended, it being agreed that all of the civil immunities set forth in such Act, as amended, shall fully apply to any claims asserted or which might be asserted against the City and/or its employees as a result of this agreement or any of the actions of the parties pursuant to this agreement. Without limiting the foregoing, it is further agreed and understood that the City and/or its employees as a result of this agreement or any actions of the parties pursuant to this agreement shall not be liable to 303 or to any other person or entity for failure to provide adequate police protection or service, failure to prevent the commission of crimes, failure to detect or solve crimes or the failure to identify or apprehend criminals.

12. Accountability of Employees. Officers shall at all times be under the ultimate direction and control of the Chief of Police of the City.

13. Interruptions in Service. The parties hereto acknowledge and understand that temporary regular or special deployment of Officers may be necessary. Any and all such redeployment shall be at the sole discretion of the City's Chief of Police or his designee. In the instance of any such redeployment the City shall provide prompt notice to Schools.

14. Absence of Employees. In the event of the unavailability of any Officer due to extended sickness, injury, use of benefit time, or any other reason, such Officer shall be temporarily replaced by another City police employee as determined by the Chief of Police at no additional cost to School. In any such instance, the City shall provide prompt notice to the applicable School as to the nature of the absence, the expected duration, and the identity of the replacement officer.

15. Work Slowdown. In the event the City experiences any work slowdown or stoppage in its police force, the level of service provided to 303 under this agreement shall be at the discretion of the Chief of Police with adjustments in payment by 303 accordingly.

16. Additional Services. Any and all necessary backup services, including equipment and personnel, required to assist Officers in the performance of the obligations under this agreement shall be at the sole discretion and control of the Chief of Police of the City.

17. Penalty for Breach. In the event that either party fails to perform its obligations under this agreement, and if said failure to perform shall continue for thirty days after written notice thereof is given to the party having failed to perform, the other party may terminate the agreement. 303 shall be liable for payment to the City for actual costs incurred through the proposed termination date. In such event the City shall not be liable to 303 for any damages, either direct or indirect.

18. Payment. Payment for services provided under this agreement shall be waived pursuant to the terms of the Intergovernmental Agreement entered into by and between the City and 303 on August 15, 2011. City and 303 agree that any overtime costs that are incurred under this agreement shall be the responsibility of 303. The City shall generate invoices for overtime and/or extra duty immediately after said overtime duty has occurred. Payments shall be made by 303 within fifteen days of receipt from the City.

19. Notices. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposit in the United States mail, postage prepaid, addressed as follows:

City of St. Charles:

Interim Chief Steve Huffman
St. Charles Police Department
211 North Riverside Ave.
St. Charles, IL 60174

School District 303

Superintendent Donald Schlomann
Community Unit School District 303
201 South 7th Street
St. Charles, IL 60174

20. Entire Agreement. This agreement contains the entire agreement of the parties hereto and there are no other promises or conditions or any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements or negotiations between the parties.

21. Amendment. This agreement may be modified or amended only through a written amendment executed by both parties hereto.

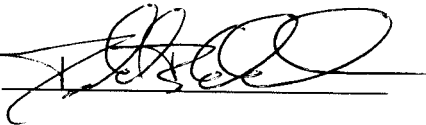
22. Severability. If any provision of this agreement shall be held to be void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

23. Waiver of Contractual Right. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

24. Applicable Law. This agreement shall be governed by the laws of the State of Illinois. Any action brought pursuant to this agreement shall be brought in the Circuit Court of Kane County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at St. Charles, Illinois on the date first written above.

COMMUNITY UNIT SCHOOL
DISTRICT 303

By 

CITY OF ST. CHARLES

By _____
Mayor

Attest:

City Clerk



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Restated Intergovernmental Agreement for Tri-City Police Records

Presenter: Chief Keegan

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 7.28.14
<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 this revision, the Village of Elburn has been added to the group. With an attorney reviewing it, 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.

For office use only:

Agenda Item Number: 5.g

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 was amended by restatement on April 1, 2013 and September 16, 2013, and is hereby amended this 23rd day of June, 2014 by restating the Agreement in its entirety.~~

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The CITY OF BATAVIA, located in Kane and DuPage Counties, Illinois, ~~the VILLAGE OF ELBURN, located in Kane County, 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," ~~"Elburn,"~~ "Geneva," "St. Charles," or "Sugar Grove" as the context may require, ~~and collectively may be referred to as "Municipalities."~~

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~~ The Municipalities 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 of the Municipalities~~ 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 (b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

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.

7.3. The ~~parties-Municipalities~~ shall have access to the New World software components as described in Section 10. The ~~parties-Municipalities~~ 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-Municipality~~ 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-Municipality~~ 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-Municipalities~~ 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~~Municipalities.

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-Municipalities~~ using particular components as outlined in Section 10. When changes are agreed upon by the Policy Board, the Policy Board shall recommend to the ~~parties²-Municipalities'~~ 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~~² Municipalities 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~~ Municipalities on various functional or technical aspects of the System. Such committees shall be structured to provide equal representation from all ~~parties~~ Municipalities.

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~~ Municipality without the entering Municipality~~party~~'s prior written approval. In the event that one Municipality~~party~~ receives a request for information under the provisions of FOIA that may require a release of information that was not entered by that Municipality~~party~~, then that Municipality~~party~~ shall notify the entering Municipality~~party~~ that such a request has been made. The Municipality~~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 Municipality~~party~~ shall restrict access to its respective passwords as may be reasonably necessary to preserve the security and privacy of the System.

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

9.5. All ~~Municipalities~~ 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 Municipality~~party~~'s authorized employees and agents only. Each Municipality~~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 Municipalityparty's participation in this Agreement is terminated, the terminated Municipalityparty 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 Municipalities 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 Municipalities parties agree that they shall monitor use of the System by their employees and agents as the Municipalityparty 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 Municipalityparty 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 Municipalitiesparties 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 Municipalitiesparties agree to share certain kinds of data stored in the System with other law enforcement agencies as directed by the Policy Board.
- 9.15.1. The Municipalitiesparties 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 Municipalitiesparties as indicated in Appendix 2, provided that such Municipalityparty has purchased the necessary user licenses as required by New World. Appendix 2 shall be modified by the Municipalitiesparties as appropriate, without amendment of this Agreement, pursuant to the provisions of Sections 10.2, 10.3, and 10.4 below.
- 10.2. The Municipalitiesparties 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 Municipalityparty 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 Municipalitiesparties desires to purchase additional software components or system capabilities, such

Municipalitiesparties 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 Municipalitiesparties. Upon installation of the additional software, Batavia shall make such software available to those Municipalitiesparties that chose to purchase it. Appendix 2 of this Agreement shall be amended accordingly to reflect the additional software and the Municipalitiesparties using it.

10.4. In the event that a Municipalityparty desires to begin using an installed component that has previously been implemented by other Municipalitiesparties according to Section 10.3, then that Municipalityparty shall provide written authorization to Batavia and pay a proportionate amount of to the initial purchase cost to the other Municipalitiesparties using the component as if that Municipalityparty had participated in the initial implementation and divided the costs equally at that time.

10.5. In the event that a Municipalityparty needs to purchase user licenses or other New World software that will be installed at that Municipalityparty's agency for that Municipalityparty's exclusive use, that Municipalityparty shall procure such licenses or software directly from New World Systems. That Municipalityparty 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 Municipalitiesparties 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 Municipalitiesparties 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 Municipalitiesparties 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 Municipalitiesparties 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-Partner~~ shall not be entitled to a refund for any monies paid ~~or costs incurred~~ prior to the termination. Should a ~~party-Partner~~ 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-Partner~~ 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:~~

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- ~~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 ~~Municipalitiesparties~~ City Councils. Payment for these costs shall be made directly to each ~~Municipalityparty~~.~~
- ~~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.~~

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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 ~~Municipalitiesparties~~ participating in the services.

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 Municipality 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.

10.14. In consideration for its addition as a party to this Agreement, Elburn 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”). Elburn 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. Elburn 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 the other Partners accordingly.
- b. The respective Municipalities’ costs for legal fees directly related to the review of this Amendment as may be required for passage by the Municipalities’ City Councils or Village Boards, for an amount not exceeding two hundred dollars (\$200.00) for each Municipality. Elburn shall reimburse each Municipality directly upon receipt of an invoice for such services.
- c. Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Elburn in procuring services and/or licenses from New World, provide Elburn with network access to the System and verify its correct operation, and any other services requested by Elburn 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.

Elburn 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.

~~10.13.~~

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11. Indemnification

- 11.1. Each party hereto 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

VILLAGE OF ELBURN,
an Illinois Municipal Corporation,

By: _____

Its Village President

Attest:

By: _____

Its Village Clerk

Executed this ____ day of _____, 2014 Executed this ____ day of _____, 2014

CITY OF GENEVA, an Illinois
Municipal Corporation,

By: _____

Its Mayor

Attest:

CITY OF ST. CHARLES,
an Illinois Municipal Corporation,

By: _____

Its Mayor

Attest:

By: _____

Its City Clerk

By: _____

Its City Clerk

Executed this ____ day of _____, 2014 Executed this ____ day of _____, 2014

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By: _____

Its Village President

Attest:

By: _____

Its Village Clerk

Executed this ____ day of _____, 2014

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~~² Municipalities² 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 Municipality~~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 Municipality~~party~~ agrees to use reasonable effort to protect the Datasets from unauthorized use, reproduction, distribution, or publication.

2. Use

2.1. ~~Municipalities 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 Municipality~~party~~.

2.2. Each Municipality~~party~~ may produce maps, tables, and/or reports using all or portions of the Datasets provided. The appropriate Municipality~~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 Municipality~~party~~ is solely responsible for any interpretation or manipulation of the Datasets, and the ~~Municipalities 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. ~~Municipalities Parties~~ shall not use the Datasets as the primary criteria for regulatory permitting decisions.

2.5. ~~Municipalities 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 Statute 220 ILCS 50/1 et seq. prior to excavation.

3. Liability

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

3.2. Each Municipality~~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 Municipality~~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 Municipality~~party~~ shall indemnify and hold harmless the Municipality~~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 Municipalities~~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, Elburn
Aegis/MSP Federal and State Compliance Reporting for LE Records	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Additional Aegis/MSP Software for LE Records	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Alarm Tracking and Billing	
Bicycle Registration	
Bookings	
Case Management	
Demographic Profiling Reporting	
Gang Tracking	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
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, Elburn
Aegis/MSP Imaging Software	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
Mobile Messaging Software*	Batavia, St. Charles Batavia, St. Charles
Software for RS/6000 Message Switch MDT/MCT Base RMS Interface	
Mobile Management Server Software*	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles
Base CAD/RMS/NCIC/Messaging Package	
Field Reporting Field Reporting Data Merge	
Mobile Client Software*	Batavia, St. Charles Batavia, St. Charles Batavia, St. Charles
LE Field Reporting (Federal Standards)	
LE Field Reporting Compliance Mobile Upload of Field Reports	

* indicates component pricing varies based on number of users

RESTATED
Intergovernmental Agreement
For Tri-City Police Records

This Agreement which was made and entered into on the Fourth day of September 2007, was amended by restatement on April 1, 2013 and September 16, 2013, and is hereby amended this 23rd day of June, 2014 by restating the Agreement in its entirety.

The CITY OF BATAVIA, located in Kane and DuPage Counties, Illinois,
the VILLAGE OF ELBURN, located in Kane County, 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,” “Elburn,” “Geneva,” “St. Charles,” or “Sugar Grove” as the context may require, and collectively may be referred to as “Municipalities.”

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. The Municipalities agree that combining records will facilitate inter-department communication and cooperation, thus serving the citizens of all 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 of the Municipalities 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 (b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).
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.
- 7.3. The Municipalities shall have access to the New World software components as described in Section 10. The Municipalities 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 Municipality 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 Municipality 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 Municipalities 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 Municipalities.

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 Municipalities using particular components as outlined in Section 10. When changes are agreed upon by the Policy Board, the Policy Board shall recommend to the Municipalities' 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 Municipalities' 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 Municipalities on various functional or technical aspects of the System. Such committees shall be structured to provide equal representation from all Municipalities.

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 Municipality without the entering Municipality's prior written approval. In the event that one Municipality receives a request for information under the provisions of FOIA that may require a release of information that was not entered by that Municipality, then that Municipality shall notify the entering Municipality that such a request has been made. The Municipality 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 Municipality shall restrict access to its respective passwords as may be reasonably necessary to preserve the security and privacy of the System.

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

9.5. All Municipalities 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 Municipality's authorized employees and agents only. Each Municipality 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 Municipality's participation in this Agreement is terminated, the terminated Municipality 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 Municipalities 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 Municipalities agree that they shall monitor use of the System by their employees and agents as the Municipality 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 Municipality 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 Municipalities 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 Municipalities agree to share certain kinds of data stored in the System with other law enforcement agencies as directed by the Policy Board.

9.15.1. The Municipalities 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 Municipalities as indicated in Appendix 2, provided that such Municipality has purchased the necessary user licenses as required by New World. Appendix 2 shall be modified by the Municipalities as appropriate, without amendment of this Agreement, pursuant to the provisions of Sections 10.2, 10.3, and 10.4 below.

10.2. The Municipalities 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 Municipality 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 Municipalities desire to purchase additional software components or system capabilities, such Municipalities 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 Municipalities. Upon installation of the additional software, Batavia shall make such software available to those Municipalities that chose to purchase it. Appendix 2 of this Agreement shall be

amended accordingly to reflect the additional software and the Municipalities using it.

- 10.4. In the event that a Municipality desires to begin using an installed component that has previously been implemented by other Municipalities according to Section 10.3, then that Municipality shall provide written authorization to Batavia and pay a proportionate amount of to the initial purchase cost to the other Municipalities using the component as if that Municipality had participated in the initial implementation and divided the costs equally at that time.
- 10.5. In the event that a Municipality needs to purchase user licenses or other New World software that will be installed at that Municipality's agency for that Municipality's exclusive use, that Municipality shall procure such licenses or software directly from New World Systems. That Municipality 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 Municipalities 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 Municipalities 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 Municipalities 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 Municipalities 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 Partner shall not be entitled to a refund for any monies paid or costs incurred prior to the termination. Should a Partner 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 Partner 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 Municipalities' City Councils. Payment for these costs shall be made directly to each Municipality.~~
 - ~~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 Municipalities participating in the services.
- 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 Municipality 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.

- 10.14. In consideration for its addition as a party to this Agreement, Elburn 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"). Elburn 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. Elburn 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 the other Partners accordingly.
 - b. The respective Municipalities' costs for legal fees directly related to the review of this Amendment as may be required for passage by the Municipalities' City Councils or Village Boards, for an amount not exceeding two hundred dollars (\$200.00) for each Municipality. Elburn shall reimburse each Municipality directly upon receipt of an invoice for such services.
 - c. Costs incurred by the City of Batavia for staff time required to prepare this Amendment, assist Elburn in procuring services and/or licenses from New World, provide Elburn with network access to the System and verify its correct operation, and any other services requested by Elburn 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.

Elburn 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.

11. Indemnification

- 11.1. Each party hereto 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

Executed this ___ day of _____, 2014

VILLAGE OF ELBURN,
an Illinois Municipal Corporation,

By: _____
Its Village President

Attest:

By: _____
Its Village Clerk

Executed this ___ day of _____, 2014

CITY OF GENEVA, an Illinois
Municipal Corporation,

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk

Executed this ___ day of _____, 2014

CITY OF ST. CHARLES,
an Illinois Municipal Corporation,

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk

Executed this ___ day of _____, 2014

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By: _____
Its Village President

Attest:

By: _____
Its Village Clerk

Executed this ___ day of _____, 2014

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 Municipalities' 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 Municipality 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 Municipality agrees to use reasonable effort to protect the Datasets from unauthorized use, reproduction, distribution, or publication.

2. Use

2.1. Municipalities 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 Municipality.

2.2. Each Municipality may produce maps, tables, and/or reports using all or portions of the Datasets provided. The appropriate Municipality 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 Municipality is solely responsible for any interpretation or manipulation of the Datasets, and the Municipalities 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. Municipalities shall not use the Datasets as the primary criteria for regulatory permitting decisions.

2.5. Municipalities 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 Municipality has developed the Datasets for their internal use. Independent verification of all information derived from the Datasets is strongly recommended.
- 3.2. Each Municipality 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 Municipality 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 Municipality shall indemnify and hold harmless the Municipality 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 Municipalities.

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, Elburn
Aegis/MSP Federal and State Compliance Reporting for LE Records	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
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, Elburn Batavia, Sugar Grove, Geneva, St. Charles, Elburn Batavia, Sugar Grove, Geneva, St. Charles, Elburn Batavia, Sugar Grove, Geneva, St. Charles, Elburn Batavia, Sugar Grove, Geneva, St. Charles, Elburn Batavia, Sugar Grove, Geneva, St. Charles, Elburn
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, Elburn
Aegis/MSP Imaging Software	Batavia, Sugar Grove, Geneva, St. Charles, Elburn
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 an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Section 5.08.010 “Definitions” of the City of St. Charles Municipal Code (Intoxicated)
Presenter:	Deputy Chief Huffman

Please check appropriate box:

	Government Operations	X	Government Services 7.28.14
	Planning & Development		City Council
	Public Hearing		Liquor Commission

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

Executive Summary:

City staff and legal counsel have drafted language for the definition of “intoxicated.” This was presented to the Liquor Commission on July 21, 2014, with their recommendation to bring it forward to Committee and Council.

See the attached memo.

Attachments: *(please list)*

Memo
Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Section 5.08.010 “Definitions” of the City of St. Charles Municipal Code (Intoxicated).

For office use only:

Agenda Item Number: 5.h



Memo

Date: 7/22/2014
To: Government Services Committee
From: Deputy Chief Huffman
Re: Amendment to LO 5.08 (Alcoholic Beverages)

Recent discussions with St. Charles bar owners and managers regarding the illegal activity of their patrons have brought to light a disparity and disconnect in the definition of “intoxicated”. Most have or would agree that the illegal activity is a byproduct of the overindulgence of alcoholic liquor, with patrons being served by the establishments beyond the point of intoxication.

In an effort to address this, staff has discussed the offenses of Harboring an Intoxicated Person (5.08.250 (R)) and Prohibited Sales to an Intoxicated Person (5.08.250 (S) (1)) as contained within our Municipal Code. Currently the code does not specifically define intoxication, which leaves the business owners and servers to rely on the definition they received during BASSET (Beverage Alcohol Sellers and Servers Education and Training) training. We have reviewed the BASSET program, and have discovered that “intoxicated” as defined by the program is far less a standard than is acceptable in practice. BASSET fails to give specific language, but rather describes intoxicated as “slurred speech”, “falling off a bar stool”, “slumped over the bar”, etc.

Additionally, the lack of a definition of “intoxicated” presents a challenge in education and enforcement efforts with regard to the offenses of Harboring an Intoxicated Person and Prohibited Sales to an Intoxicated Person.

Legal counsel has researched the definition of “intoxicated” as it would relate to our code, and has provided the following definition, which has been previously approved as jury instruction by the Illinois Supreme Court:

“A person is intoxicated when as a result of drinking alcoholic liquor there is an impairment of his or her mental or physical faculties so as to diminish the ability to think and act with ordinary care.”ⁱ

Staff is respectfully requesting consideration in amending Chapter 5.08, Alcoholic Beverages to include the above definition of “intoxicated” under 5.08.010 – “Definitions”.

SGH/sgH

ⁱ This instruction was approved in *Navarro v. Lerman*, 48 Ill.App.2d 27, 36, 198 N.E.2d 159, 162-163 (1st Dist. 1964). See also *Woolley v. Hafer’s Wagon Wheel, Inc*, 22 Ill.2d 413, 420: 176 N.E.2d 757, 760-761 (1961).

5.08.010 Definitions

H. "Intoxication" or "intoxicated" means that as a result of drinking alcoholic liquor there is an impairment of a person's mental or physical faculties so as to diminish the ability to think and act with ordinary care.

H-I "Live Entertainment" means the playing of live music by a person or persons using string, brass, reed, woodwind, percussion, electronic or digital instruments not to exceed a volume as provided for in the zoning code of St. Charles, and performances by individuals and/or groups which may involve acting, singing, dancing, comedy and/or the recital of poetry.

H-J "Private function" means a prearranged private party, function, or event for a specific social or business occasion, either by invitation or reservation and not open to the general public, where the guests in attendance are served in a room or rooms designated and used exclusively for the private party, function, or event. **ALCOHOLIC BEVERAGES 5.08-3**

J-K "Resort Hotel" or "Resort Motel" means a hotel or motel, as described in Paragraph G above, which provides golfing and swimming.

K-L "Restaurant" means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals actually are served and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. The intent of this definition is that the primary business conducted on premises to be licensed as a restaurant shall be the service of meals. No restaurant licensed as such shall sell alcoholic liquor unless its full kitchen, kitchen staff and serving staff are in operation providing the restaurant's full menu to its guests. Alcoholic liquor may be served from a service bar or in a holding bar. (Ord. 2012-M-30 § 1.)

L-M "Restaurant and Tavern" means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals actually are served and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. The intent of this definition is that the primary business conducted on premises to be licensed as a restaurant and tavern shall be the service of meals. Provided, all tables at which food is served shall only be served alcoholic liquor by waitpersons from a service bar. Alcoholic liquor may be served from a holding bar, provided, a full menu, including entrees and appropriate side dishes, shall be available at all times liquor sales are being conducted until eleven o'clock (11) p.m. Sunday through Thursday, and eleven o'clock (11) p.m. Friday and Saturday. After such times, in the event a full menu is not provided, a reduced menu, which includes only appetizers,

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sandwiches, snacks, hors d'oeuvres or other similar foods, shall be available, however provided in no event shall the kitchen cease operating sooner than one hour before closing.

~~M-N~~ "Sale" means any transfer, exchange or barter in any manner, or by any means whatsoever, and includes and means all sales made by any person, whether principal, proprietor, agent, servant or employee.

~~N-O~~ "Sell at retail" and "Sale at retail" refer to and mean sales for use or consumption and not for resale in any form.

~~O-P~~ "Service bar" means a permanent or portable bar from which waitpersons pick up alcoholic beverages for delivery to food service tables or other locations away from the bar. A service bar shall not have seats or stools or other places for patrons to sit or stand while drinking alcoholic beverages. Patrons shall not be served from a service bar.

~~P-Q~~ "Spirits" means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

~~Q-R~~ "Tavern," "Bar" or "Saloon" means any place that engages in the retail sale of alcoholic liquor for consumption on the premises. No tavern, bar or saloon shall sell alcoholic liquor unless food/menu items are offered to its guests. In the event a full menu is not provided a reduced menu, which includes appetizers, sandwiches, snacks, hors d'oeuvres or other similar foods, shall be available.
(Ord. 2012-M-30 § 2.)

~~R-S~~ "To sell" includes to keep or expose for sale and to keep with intent to sell.

~~S-T~~ "Wine" means any alcoholic beverage obtained by the fermentation of the natural contents of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits.



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve an Ordinance Amending Title 5 “Business Licenses and Regulations,” Chapter 5.08 “Alcoholic Beverages”, Sections 5.08.090, 5.08.100, 5.08.110, and 5.08.130 of the City of St. Charles Municipal Code (Class E-7 License)
Presenter:	Deputy Chief Huffman

Please check appropriate box:

	Government Operations	X	Government Services 7.28.14
	Planning & Development		City Council
	Public Hearing		Liquor Commission

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

Executive Summary:

Blue Goose Market has requested consideration for the creation of an E-7 liquor license, in order to provide the opportunity to host catered events, during which beer and wine would be served for consumption on premise by patrons. City staff and legal counsel have drafted language for the creation of an ordinance for an E-7 liquor license. This was presented to the Liquor Commission on July 21, 2014, with their recommendation to bring it forward to Committee and Council.

Please see the attached memo.

Attachments: *(please list)*

Memo
Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an Ordinance Amending Title 5 “Business Licenses and Regulations,” Chapter 5.08 “Alcoholic Beverages”, Sections 5.08.090, 5.08.100, 5.08.110, and 5.08.130 of the City of St. Charles Municipal Code (Class E-7 License).

<i>For office use only:</i>	<i>Agenda Item Number: 5.i</i>
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Police Department



Memo

Date: 7/22/2014
To: Government Services Committee
From: Deputy Chief Huffman
Re: Recommendation to Approve an Ordinance Amending Title 5 "Business Licenses and Regulations," Chapter 5.08 "Alcoholic Beverages", Sections 5.08.090, 5.08.100, 5.08.110 and 5.08.130

The ordinance has been written under St. Charles Municipal Code 5.08.090 /Alcoholic Beverages/License Classifications, and the language is attached in the proposed ordinance. This ordinance has been vetted by St. Charles legal counsel, and the key points are as follows:

- Authorizes the retail sale of beer and wine only, for consumption on the licensed premise.
- Issued only to Class A-2 and A--2B* license holders for special events or catered functions.
- The dispensing of food must predominate the dispensing of beer and/or wine.
- Issuance is at the discretion of the Liquor Commissioner, with advice and consent of City Council.
- No more than four (4) E-7 licenses shall be issued to any one licensee per fiscal year.
- Application for an E-7 license shall be submitted at least 45 days prior to the event.
- Hours of service shall be restricted to the hours of 12:00 p.m. - 9:00 p.m., Monday through Sunday.
- Columbus Day / Scarecrow Festival weekend is not an excluded time period for the issuance of an E-7 license.
- The application fee for an E-7 license is \$100.
- All regulations normally applicable to Class E Temporary Licensing will also apply to E-7 licenses.

The intent of this proposed license is to provide the opportunity for businesses such as Blue Goose Market to promote the sale of products they offer in their stores. For example, the beef distributors for the market would have the opportunity to cater such events, thereby providing patrons with the opportunity to taste the product before they purchase.

The creation of the E-7 license also necessitates a change to Municipal Code Section 5.08.100 "License Fees; Late Night Permits Fees; Fees Established" where the \$100 per application fee is codified; Section 5.08.110 "Number of Licenses"; and Section 5.08.130 "License - Hours of Sale" through the addition of paragraph "L", which defines the hours of service under a Class E-7 license.

*A-2 and A-2B licenses are defined by St. Charles Municipal Code as the retail sale of alcoholic liquors (A-2) or beer and wine (A-2B) in original packages only, and not for consumption on the premises. The primary purpose shall be for retail sales other than the sale of alcoholic liquor or beer and wine, such as a food store, drug store or mass merchandiser. The premises shall have a minimum gross area of ten thousand square feet, and provided the square footage devoted to the retail sale of alcoholic liquor is 10% or less of the gross square footage.

The Police Department and City staff recommend the addition of the Class E-7 Liquor License to Title 5 of the City of St. Charles Municipal Code.

City of St. Charles, Illinois
Ordinance No. 2014-M-_____

**An Ordinance Amending Title 5 "Business Licenses and Regulations,"
Chapter 5.08 "Alcoholic Beverages," Section 5.08.090 "License
Classifications" of the St. Charles Municipal Code**

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

SECTION ONE: That Title 5 "Business Licenses and Regulations", Chapter 5.08 "Alcoholic Beverages", Section 5.08.090 "License Classifications" of the St. Charles Municipal Code, be and is hereby amended as follows:

"5.08.090 License Classifications

E-7. Class E-7 Temporary License Permits shall authorize the retail sale of beer and wine for consumption on the premises only. Class E-7 licenses shall be issued to only Class A-2 and A-2B liquor licensees for special events or catered functions where the dispensing of food predominates. The issuance of the Class E-7 Temporary License Permit shall be at the discretion of the local Liquor Control Commissioner, with advice and consent of City Council. No more than four (4) permits shall be issued to any one licensee per fiscal year. Application for a Class E-7 Temporary License Permit shall be submitted at least 45 days prior to a scheduled event. The hours of service for beer and wine under the E-7 Temporary License Permit shall be restricted to the hours of 12:00 p.m. – 9:00 p.m., Monday through Sunday."

SECTION TWO: That Title 5 "Business Licenses and Regulations", Chapter 5.08 "Alcoholic Beverages", Section 5.08.100 "License Fees; Late Night Permit Fees; Fees Established" of the St. Charles Municipal Code, be and is hereby amended as follows:

5.08.100 License Fees; Late Night Permit Fees; Fees Established

A. Fees Established. The fees for the various Classes of local liquor licenses authorized in this chapter shall be as follows:

Class License	Annual License Fee	Comments
A-1	\$1,600.00	Package Liquor Stores Only
A-2	1,600.00	Grocery Stores
A-2B	1,600.00	Wine/Beer Sales Only
A-4	1,600.00	Brewery Sales
A-5	1,800.00	Wine by Glass & Bottle Sales
B-1	1,200.00	Basic Restaurant Liquor License
B-2	1,200.00	B1 plus bar

B-3	1,200.00	B1 plus live entertainment may be permitted
B-4	1,200.00	Beer/Wine Only
B-5	1,200.00	Beer/Wine @ Counter Service
B-6	1,800.00	Purchase Wine w/Takeout
C-1	1,200.00	Basic Tavern Liquor License
C-2	1,200.00	C1 plus live entertainment may be permitted
C-3	1,200.00	Beer/Wine Only
C-4	1,800.00	Sale of Bottled Wine
D-1	4,000.00	Pheasant Run
D-2	2,000.00	Hotels
D-3	2,000.00	Banquet Halls/Country Clubs
D-4	1,000.00	Moose/Clubs
D-5	2,000.00	Arcada
D-6	2,000.00	Q-Center
E-1	50.00 per day	Not for Profit
E-2	100.00 per day	Special Events B/C licensees
E-3	50.00 per day	Kane County Fair
E-4	100.00 per day	City Owned Premises
E-5	500.00 annual	Harley Davidson 20 events
E-6	100.00 per day	Special Late Night Permit Event
<i>E-7</i>	<i>100.00 per day</i>	<i>Special Events A-2/A-2B licensees</i>

NOTE: Initial license fee is doubled for all first time Class A, B, C, D license applicant fees. (Ord. 2014-M-5 § 2; Ord. 2014-M-4 § 3; Ord. 2012-M-30 § 7; Ord. 2010-M-52 § 7.)

Late Night Permit	Fee	Renewal
Late Night Permit – 1 (1:00 a.m.)	\$800.00	\$800.00
Late Night Permit – 2 (2:00 a.m.)	\$2,300.00	\$2,300.00

(Ord. 2014-M-4 § 3.)

SECTION THREE: That Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Section 5.08.110 “Number of Licenses” of the St. Charles Municipal Code, be and is hereby amended as follows:

5.08.110 Number of Licenses

The number of local liquor licenses shall not exceed the following:

Class License	Maximum Authorized
Class A – Package Liquor	21
A-1	7
A-2	11
A-3	0
A-4	2
A-5	2
Class B – Restaurants	51
B-1	14

B-2	22
B-3	10
B-4	2
B-5	0
B-6	2
Class C – Taverns	6
C-1	1
C-2	5
C-3	0
C-4	0
Class D – Hotels/Banquets	10
D-1	1
D-2	3
D-3	3
D-4	1
D-5	1
D-6	1
E-1	Liquor Control Commissioner’s discretion with advice and consent of City Council
E-2	Liquor Control Commissioner’s discretion with advice and consent of City Council
E-3	Liquor Control Commissioner’s discretion with advice and consent of City Council
E-4	Liquor Control Commissioner’s discretion with advice and consent of City Council
E-5	Liquor Control Commissioner’s discretion with advice and consent of City Council
E-6	Liquor Control Commissioner’s discretion with advice and consent of City Council
<i>E-7</i>	<i>Liquor Control Commissioner’s discretion with advice and consent of City Council</i>

(Ord. 2014-M-5 § 2.)

(Ord. 2013-M-27 § 1; Ord. 2012-M-31 § 1; Ord. 2011-M-37 § 3; Ord. 2010-M-29 § 1; Ord. 2010-M-1 § 1; Ord. 2009-M-66 § 1; Ord. 2009-M-42 § 1; Ord. 2009-M-39 § 2; Ord. 2008-M-65 § 1; Ord. 2008-M-18 § 1; Ord. 2008-M-12 § 1; Ord. 2006-M-23 § 1; Ord. 2004-M-74 § 1; Ord. 2004-M-72 § 1; Ord. 2004-M-60 § 1; Ord. 2004-M-50 § 1; Ord. 2004-M-30 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-89 § 1; Ord. 2003-M-86 § 1; Ord. 2003-M-69 § 1; Ord. 2003-M-57 § 1; Ord. 2003-M-47 § 1; Ord. 2003-M-35 § 1; Ord. 2002-M-89 § 1; Ord. 2002-M-85 § 1; Ord. 2002-M-77 § 1; Ord. 2002-M-23 § 1; Ord. 2001-M-47 § 1; Ord. 2001-M-16 § 1; Ord. 2001-M-1 § 1; Ord. 2000-M-100 § 1; Ord. 2000-M-82 § 1; Ord. 2000-M-78 § 1; Ord. 2000-M-23 § 1; Ord. 1998-M-66 § 1; Ord. 1998-M-45 § 1; Ord. 1997-M-120 § 1; 1997-M-109 § 1; 1997-M-97 § 1; 1997-M-88 § 1; 1997-M-81 § 1; 1997-M-38 § 3; 1997-M-14 § 1; 1997-M-13 § 1; 1996-M-61 § 1; 1996-M-39 § 1; 1995-M-53 § 4; 1995-M-11 § 1; 1993-M-29 § 1; 1992-M-40 § 1; 1992-M-35 § 2; 1991-M-70 § 1; 1991-M-51 § 2; 1991-M-30 § 2; 1991-M-16 § 1; 1991-M-8 § 1; 1991-M-8 §

1; 1990-M-94 § 3; 1990-M-51 § 1; 1989-M-61 § 1; 1989-M-20 § 2; 1988-M-74 § 1; 1984-M-34 § 2; 1984-M-37 § 3; 1982-M-23 § 1; 1982-M-18 § 1; 1981-M-30 § 1; 1981-M-7 § 2; 1980-M-49 § 1; 1979-M-54 § 1(c); 1979-M-14 § 1; 1978-M-36 § 1; 1978-M-11 § 1; 1977-M-41; 1977-M-3; 1976-M-10; 1976-M-9; 1976-M-5: prior code § 24.030.)

SECTION FOUR: That Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Section 5.08.130 “Hours of Sale” of the St. Charles Municipal Code, be and is hereby amended by adding paragraph “L” as follows:

L. It shall be unlawful for any person holding a Class E-7 Temporary License Permit issued pursuant to this chapter to sell, offer for sale, or give away for consumption on the licensed premises any beer or wine between the hours of 9:01 p.m. – 11:59 a.m. on the specified date as stated on approved permit by City Council.

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

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2014.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2014.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2014.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve IDOT Resolution Authorizing the Use of Motor Fuel Tax Funds for payments on IL Rt. 64 Contract No. 62195
Presenter:	Peter Suhr

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services – 07.28.14
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$847,000	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	
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If NO, please explain how item will be funded:

Executive Summary:

As part of the Illinois Department of Transportation (IDOT) procedures, the City is required to approve a Resolution appropriating the expenditure of motor fuel tax dollars for items related to roadway improvements along East Main Street from 7th Avenue to Dunham Road.

Attachments: *(please list)*

Copy of IDOT Form BLR 09111 “Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code”

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve the IDOT Resolution for the amount of \$847,000 to be used for the work performed on East Main Street (Illinois Route 64), Contract No. 62195.

For office use only:

Agenda Item Number: 6.a



BE IT RESOLVED, by the Mayor and City Council of the City of St. Charles Illinois
Council or President and Board of Trustees
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
IL Rte. 64 (Main Street)	FAP 307	7 th Avenue	Dunham Road

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Work performed as part of Contract No. 62195

and shall be constructed _____ wide
and be designated as Section 14-00103-00-PV

2. That there is hereby appropriated the (additional Yes No) sum of Eight Hundred Forty Seven
Thousand and 00/100 Dollars (\$847,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer _____

I, Nancy Garrison Clerk in and for the
City of St. Charles
City, Town or Village
County of Kane , hereby certify the
foregoing to be a true, perfect and complete copy of a resolution adopted
by the Council
Council or President and Board of Trustees
at a meeting on _____
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
_____ day of _____
(SEAL)
_____ City, Town, or Village Clerk



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve IDOT Resolution Authorizing the use of Motor Fuel Tax Funds for payments on IL Rt. 64 Contract No. 62410
Presenter:	Peter Suhr

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services – 07.28.14
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$785,000	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:

As part of the Illinois Department of Transportation (IDOT) procedures, the City is required to approve a Resolution appropriating the expenditure of motor fuel tax dollars for items related to roadway improvements along East Main Street from Dunham Road to the east corporate boundary.

Attachments: *(please list)*

Copy of IDOT Form BLR 09111 “Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code”

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve the IDOT Resolution for the amount of \$785,000 to be used for the work performed on East Main Street (Illinois Route 64), Contract No. 62410.

For office use only:

Agenda Item Number: 6.b



BE IT RESOLVED, by the Mayor and City Council of the
City of St. Charles Council or President and Board of Trustees
City, Town or Village of St. Charles Illinois

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Illinois Route 64	FAP 307	Dunham Road	Illinois Route 59

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Work performed as part of Contract No. 62410

and shall be constructed _____ wide
and be designated as Section 14-00104-00-PV

2. That there is hereby appropriated the (additional Yes No) sum of Seven Hundred Eighty Five
Thousand and 00/100 Dollars (\$785,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Nancy Garrison Clerk in and for the
City of St. Charles
City, Town or Village of St. Charles
County of Kane , hereby certify the
foregoing to be a true, perfect and complete copy of a resolution adopted
by the Council
Council or President and Board of Trustees
at a meeting on _____
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
_____ day of _____
(SEAL)

City, Town, or Village Clerk



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Update Regarding the Move of the Jones Law Office

Presenter: Peter Suhr

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 07.28.2014
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost: N/A Budgeted: YES NO

If NO, please explain how item will be funded:

Executive Summary:

Update of status of the relocation of Jones Law Office to Langum Park.

Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

For Information Only.

For office use only: *Agenda Item Number: 6.c*



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Contract with Geneva Construction Company for Campton Hills Road Asphalt Overlay Project

Presenter: Chris Adesso

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.28.2014
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$35,000	Budgeted:	<input checked="" type="checkbox"/> YES	<input 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 Village of Campton Hills in collaboration with Kane County has bid out an asphalt overlay project to improve Campton Hills Road from LaFox Road up to the City of St. Charles' westerly corporate boundary. The project was bid through IDOT and the successful low bidder was Geneva Construction Company of Aurora.

Public Works has been able to work with Geneva Construction Company to utilize the unit prices from the larger paving project to repave the section of Campton Hills Road from westerly corporate limits to a point 900 feet east, near the disk golf course. This repaving will help a section of Campton Hills Road that is a maintenance concern for Public Works.

Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Waive the Formal Bid Procedure and Approve Contract with Geneva Construction Company in the Amount of \$35,000.

For office use only:

Agenda Item Number: 6.d

REQUEST FOR WAIVING BID PROCEDURE

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

Geneva Construction Company
Aurora, IL 60505

For the purchase of: Asphalt Paving Project on Campton Hills Road

At a cost of: \$ 35,000

Reason for the request to waive the bid procedure: The Village of Campton Hills in collaboration with Kane County has bid out an asphalt overlay project to improve Campton Hills Road from LaFox Road up to the City of St. Charles' westerly corporate boundary. The project was bid through IDOT and the successful low bidder was Geneva Construction Company of Aurora.

Other Quotations Received: 0

Date: 07/28/2014

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

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



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Repairs to the East & West Parking Decks

Presenter: Chris Adesso

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.28.2014
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$87,000.00	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The Public Works Department recently had both the east and west side parking structures inspected by an engineer who specializes in parking facilities. The purpose of this inspection was to identify and any deficiencies and also conduct routine maintenance on wear items such as expansion joints, sealants, wear plates, etc.

Utilizing the results of the analysis, repair plans were prepared and the repair project was bid out through the RFP process to (4) four reputable contractors. The low bidding contractor was J. Gill & Company.

Attachments: *(please list)*

None.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Repairs to the East & West Parking Decks in the Amount of \$87,000.

For office use only:

Agenda Item Number: 6.e

REQUEST FOR WAIVING BID PROCEDURE

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

Geneva Construction Company
Aurora, IL 60505

For the purchase of: Asphalt Paving Project on Campton Hills Road

At a cost of: \$ 35,000

Reason for the request to waive the bid procedure: The Village of Campton Hills in collaboration with Kane County has bid out an asphalt overlay project to improve Campton Hills Road from LaFox Road up to the City of St. Charles' westerly corporate boundary. The project was bid through IDOT and the successful low bidder was Geneva Construction Company of Aurora.

Other Quotations Received: 0

Date: 07/28/2014

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

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



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Terminate Purchase Order with Six Underground Construction Company for Directional Boring Services

Presenter: Tom Bruhl

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.28.14
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost: \$0 Budgeted: YES NO

If NO, please explain how item will be funded:

Executive Summary:

Purchasing went out for bids and received four responses this spring. Six Underground, a new vendor for the City of St. Charles, was the low evaluated bidder and was approved for a contract in May. Subsequently, the owner of Six Underground has informed the City that they are going out of business, effective immediately.

Attachments: *(please list)*

None.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to terminate purchase order to Archon in the amount of \$375,000.

For office use only:

Agenda Item Number: 6.f



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Purchase Order with Archon for Directional Boring Services

Presenter: Tom Bruhl

Please check appropriate box:

	Government Operations	X	Government Services 07.28.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$375,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Purchasing went out for bids and received four responses this spring. Six Underground, a new vendor for the City of St. Charles, was the low evaluated bidder and was approved for a contract in May. Subsequently, the owner of Six Underground has informed the City that they are going out of business. Archon has been doing this work for the City for the last four years and we are pleased with their work. Archon was the next lowest bidder, after Six Underground, and they are recommended by staff to succeed Six Underground for this type of work for the Electric Utility. Archon has offered favorable terms for a three year agreement and we are requesting approval of a three year contract.

Attachments: *(please list)*

None.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to three year contract and approve purchase order for fiscal year 14/15 to Archon in the amount of \$375,000.

For office use only:

Agenda Item Number: 6.g



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve Change Order No. 7 and No. 8 for Biosolids Building Construction Project

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 07.28.14
	Planning & Development		City Council

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

Executive Summary:

Staff is requesting approval of Biosolids Building Project Change Order No. 7 in the amount of \$31,406.00 and Change Order No. 8 in the amount of \$23,482.00. The Change Order for the work is itemized on the attachment titled Summary of Change Orders No. 7 and No. 8. There are miscellaneous items listed on each.

The Change Order amounts will be taken out of project contingency funds and be included in the low interest loan that is funding the project.

Attachments: *(please list)*

Change Order Forms

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Change Order No. 7 in the amount of \$31,406.00 and Change Order No. 8 in the amount of \$23,482.00 for Biosolids Construction Project and a Resolution Authorizing the Mayor and Clerk to execute the same.

For office use only

Agenda Item Number: 6.h

**City of St. Charles - 2012 Main & Sludge Handling Building Improvements
Summary of Change Order #7**

CMR No.	Description	Amount	Days
50	Provide Power to Pinch Valve V-1149 in the Pump Room	\$ 4,438.00	0
54	Provide a Connection Between the 6" TWAS and Digested Sludge Storage Tank	\$ 11,175.00	2
58	Provide Additional Wiring Necessary for PD Blower Within Equipment and MCC	\$ 1,868.00	0
59	Furnish and Install NPW Flush Assembly Filters/Valves, 1.5" Hose Bibs, and Schedule 80 PVC Polymer Piping Manifold	\$ 7,390.00	0
64	Furnish and Install a Wall-Mounted Emergency Light Fixture in Vestibule	\$ 535.00	0
65	Replace Damaged 1" PVC Conduits from Generator to Chlorine Bldg.	\$ 967.00	1
66	Additional Fire Dampers in SHB to Aux. Storage and Polymer Rooms	\$ 1,601.00	0
67	Provide Power to Water Meter in Auxiliary Storage Room	\$ 324.00	0
68	Furnish and Install Additional Signage for Access Doors and Building Exterior	\$ 1,701.00	0
69	Install Two Additional Steps on Sidewalk E. of SHB	\$ 1,269.00	0
71	Install Five (5) Eye Wash Stations	\$ 138.00	0
TOTAL FOR CHANGE ORDER #7		\$ 31,406.00	3

Original Contract Price	\$ 8,897,150.00
Previous Change Orders	\$ 103,802.99
Current Contract Price adjusted by Previous Change Orders	\$ 9,000,952.99
Contract Price due to this Change Order will be adjusted by	\$ 31,406.00
Contract Price including this Change Order	\$ 9,032,358.99

	Substantial Completion	Final Completion
Original Completion Dates	February 7, 2014	May 8, 2014
Previous Contract Time Adjustment	26	26
Current Completion Dates adjusted by Previous Change Orders	March 5, 2014	June 3, 2014
Contract Time due to this Change Order to be Adjusted by	3	3
Completion Dates including this Change Order	March 8, 2014	June 6, 2014

RECOMMENDED:

 7/1/14
Environmental Service Manager Date

APPROVED:

Finance Director Date

Contractor Date

It is determined that the circumstances necessitating this change order were not foreseeable at the time the original contract was signed, the change order is germane to the original contract as signed, and the change order is in the best interest of the City and authorized by law.

**City of St. Charles - 2012 Main & Sludge Handling Building Improvements
Summary of Change Order #8**

CMR No.	Description	Amount	Days
61	Furnish and Install Temporary Piping Connection between CFP-1101 and T-1102	\$ 3,369.00	4
63	Miscellaneous Piping Modifications	\$ 4,331.00	0
70	Furnish and Install Add'l Detectable Warnings as Directed by Building Dept.	\$ 15,782.00	3
TOTAL FOR CHANGE ORDER #8		\$ 23,482.00	7

Original Contract Price	\$ 8,897,150.00
Previous Change Orders	\$ 135,208.99
Current Contract Price adjusted by Previous Change Orders	\$ 9,032,358.99
Contract Price due to this Change Order will be adjusted by	\$ 23,482.00
Contract Price including this Change Order	\$ 9,055,840.99

	Substantial Completion	Final Completion
Original Completion Dates	February 7, 2014	May 8, 2014
Previous Contract Time Adjustment	29	29
Current Completion Dates adjusted by Previous Change Orders	March 8, 2014	June 6, 2014
Contract Time due to this Change Order to be Adjusted by	7	7
Completion Dates including this Change Order	March 15, 2014	June 13, 2014

RECOMMENDED:

John Cas 7/1/14
Environmental Service Manager Date

APPROVED:

Finance Director Date

Contractor Date

It is determined that the circumstances necessitating this change order were not foreseeable at the time the original contract was signed, the change order is germane to the original contract as signed, and the change order is in the best interest of the City and authorized by law.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Reject Bids for the 5th Avenue Water Main Replacement Project

Presenter: John Lamb

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.28.14
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$2,910,500.00	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:

City staff and Trotter and Associates went out to bid for the 5th Avenue Water Main Replacement Project on June 1st. Bids were opened on July 1 and have been reviewed by staff and Trotter & Associates. Only one bid was submitted in the amount of \$4,094,460.00. The budgeted and loan approval amount for construction is \$2,500,000.

Since there was only one bid that was 64% over the budget and loan amount, staff is requesting the bid be rejected for the 5th Avenue Water Main Replacement Project.

Staff intends to go out to bid again for the project in the winter to facilitate early spring construction in 2015. Trotter & Associates believe there will be a more favorable bidding environment at that time and provide better scheduling of project. The project will still be eligible for the IEPA Low Interest Loan Program.

Attachments: *(please list)*

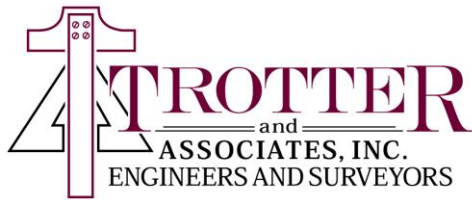
Letter of Recommendation

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Reject Bids for the 5th Avenue Water Main Replacement Project 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: 6.i



July 1, 2014

Mr. John Lamb
Environmental Services Manager
City of St. Charles
Two East Main Street
St. Charles, Illinois
60174

**Subject: City of St. Charles – North 5th Avenue Watermain Improvements
Recommendation to Reject Bid**

Dear Mr. Lamb,

The City of St. Charles advertised the above referenced project in accordance with the IEPA guidelines on May 28, 2014. The City received bids on Tuesday July 1, 2014. R.A. Mancini was the only bidder with a bid of \$4,094,460.00.

We have reviewed the bidding documents, required certifications and disadvantaged business enterprise (DBE) documentation requirements of the Illinois EPA Loan Program. The required certifications appear to be in order. Trotter and Associates has reviewed the unit prices provided in the R.A. Mancini bid. Unit prices appear high in comparison to previous bid results and consultation with contractors during the design phase. Furthermore, we identified a math error and the correct bid amount was \$4,092,460.00.

TAI and the City were both disappointed with the lack of interest by contractors in this project. The City's project was advertised in the Chicago Tribune, placed on TAI's website and contractors were contacted directly to inform them of the project.

The project included a mandatory pre-bid meeting which was held on June 10th. Five contractors attended the pre-bid meeting and only one (R.A. Mancini) completed the bid process.

TAI has seen a significant reduction in the number of bidders over the last month. TAI had received eight bids on a similar project in Wood Dale in early June. TAI consulted with the plan holders to gain a better understanding of the lack of interest in this project. The contractors indicated that this was a difficult project schedule due to the amount of subcontractor work to be performed and the demand that the project be completed and fully restored in 2014.

Furthermore, multiple contractors stated that their current obligations placed them near or above capacity their production capacity. Completing additional work would require additional resources and that manpower is not readily available through the union halls. The contractors felt that the overall schedule, reliance on subcontractors and that additional resources were not available significantly increased their risk. As a result many elected to take a pass rather than provide a bid for the project.

During our evaluation, TAI compared the anticipated loan payments under current rates and bid with what would be expected if the City rebid the project and received more conventional bid results. Re-bidding the project is expected to save the City approximately \$88,000 per year over twenty years for a total of \$1.76 Million dollars.

City of St. Charles – North 5th Avenue Watermain Improvements

Recommendation to Rebid

July 1, 2014

Page 2 of 2

Trotter and Associates recommends that the current bid is rejected and that the project be re-bid to facilitate Spring construction, which will alleviate the potential bidders concerns over resources and schedule. If you should have any questions or wish to discuss this further please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Bushnell", with a stylized flourish at the end.

Mark Bushnell, P.E.
Senior Project Engineer



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Amend Ordinance No.2014-M-14, Ordinance Authorizing City of St. Charles to Borrow Funds from the Public Water Supply Loan Program
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Presenter:	John Lamb
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Please check appropriate box:

	Government Operations	X	Government Services 07.28.14
	Planning & Development		City Council
	Public Hearing		

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

Executive Summary:

Ordinance 2014-M-14 was recently passed at the June 2, 2014 City Council Meeting. This Ordinance is required by the Illinois Environmental Protection Agency for their Low Interest Loan Program.

After a brief review of the ordinance by IEPA staff it was discovered the language in Section 1. of the ordinance needs to be changed to reflect the City of St. Charles is a home rule community. This is the language in blue – Article VII. Section 6 of the Illinois Constitution of 1970. Staff has consulted with the City Attorney on this matter.

Attachments: *(please list)*

Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Amend Section 1 of Ordinance 2014-M-14 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: 6.j

**City of St. Charles, Illinois
Ordinance No. _____**

An Ordinance Amending Ordinance No. 2014-M-14 Authorizing the City of St. Charles, Kane and DuPage Counties, Illinois to Borrow Funds from the Public Water Supply Loan Program

WHEREAS, Ordinance No. 2014-M-14 was passed and approved by the Corporate Authorities of the City of St. Charles on June 2, 2014; and

WHEREAS, the Corporate Authorities wish to make certain amendments to said Ordinance;

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

Section 1. That the first Whereas clause of said Ordinance No. 2014-M-14 be, and the same hereby is amended, so that as amended it shall read as follows:

WHEREAS, the City of St. Charles, Kane and DuPage Counties, Illinois (the "City"), operates its water supply system ("the System") in accordance with the provisions of [Article VII, Section 6 of the Illinois Constitution of 1970](#) and the Local Government Debt Reform Act (30 ILCS 350/I et seq.)(collectively "the Acts"); and

Section 2. All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Section 3. That after the adoption and approval hereof the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2014.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2014.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2014.

Ordinance No. _____

Page 2

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Accredited Status for the St. Charles
Emergency Management Agency

Presenter: Fire Chief Joseph Schelstreet

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.28.14
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

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

Executive Summary:

Director Jonathon Monken will present Mayor Rogina with a verification of the award of accredited status for the St. Charles Emergency Management Agency (EMA). In order to receive accreditation, our EMA had to comply with the requirements outlined in the Illinois Emergency Management Agency Act and the specific criteria outlined in Title 29: Emergency Services, Disaster, and Civil Defense, Part 301 of The Illinois Administrative Code. These requirements include the establishment of a paid EMA Coordinator, completion of an approved Emergency Operations Plan, completion of an approved exercise of the plan, and verification of the completion of required National Incident Management System (NIMS) compliance documents and training. Documentation is subject to a significant review process before the award is made. The process involves hundreds of hours of work and participation of all departments within the City.

Attachments: *(please list)*

Letter from the Illinois Emergency Management Agency Awarding Accredited Status

Recommendation / Suggested Action *(briefly explain):*

Recommend acceptance of award of accredited status of the St. Charles Emergency Management Agency

For office use only:

Agenda Item Number: 7.a

May 29, 2014

The Honorable Raymond Rogina
Mayor, City of St. Charles
2 East Main Street
St. Charles, IL 60174-1984

Mayor Rogina:

It is with great pleasure that I write regarding the City of St. Charles' recent request for accreditation. The City of Charles' efforts and dedication in enhancing the profession of emergency management are commended. To achieve accreditation jurisdictions must comply with the Illinois Emergency Management Agency Act (20 ILCS 3305) and specific criteria outlined in Title 29: Emergency Services, Disasters, and Civil Defense, Part 301 of the Illinois Administrative Code.

The City of St. Charles submitted both original and supplemental documentation in support of the request for accreditation. In addition, Mr. Paul Bumba, Emergency Preparedness Coordinator for the City, worked directly with my staff to ensure compliance concerns were addressed and resolved. These efforts supported by proof documentation submitted demonstrate a commitment by the City of St. Charles to have in-place an Emergency Management Program focused on protection of the public, critical infrastructure, and environment prior to, during, and after disaster strikes.

Based on the review of documentation submitted and through discussions held with Mr. Bumba, it is my pleasure to provide the City of Charles with certification as an accredited emergency management agency.

Accredited status recognizes that the City of St. Charles has demonstrated compliance with minimum criteria referenced above. To continue accredited status the City must maintain the Emergency Management Program in compliance with Illinois compiled statues and administrative code. Mr. Michael Borky, IEMA Region 3 and Mr. Jimmy Thompson, IEMA Region 4 Coordinator will be working with Mr. Bumba ensuring compliance necessary for accredited status is retained. A portion of this assistance will be directed at Areas Requiring Further Improvement that is addressed below.

The City of St. Charles has adopted and utilizes the Kane County Local Emergency Planning Commission (LEPC) Hazardous Materials Plan to address requirements for a hazardous materials annex. Specific areas requiring further improvement include notification of populations that may be affected by a hazardous materials release, facility specific lists and contact points, and correlation to existing City emergency response plans and procedures. Additionally, correlation and coordination must be maintained with regards to maps, routes and notifications. Items



identified during the review process require improvement prior to the next specified submission of the City's Emergency Operations Plan.

The profession of emergency management requires support and leadership from Chief Elected Officials like you. When disaster strikes, citizens rely on government leaders and employees to lend a hand, listen to their needs, and provide the face of response and recovery. Congratulations on the City of St. Charles' having received accredited status.

Please do not hesitate to contact us if I or my staff can be of any assistance on this or any other matter. We look forward to working with the City of St. Charles now and in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathon E. Monken', written over a thin horizontal line.

Jonathon E. Monken, Director

cc: IEMA Region 3
IEMA Region 4



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of a 2015 Chevrolet Tahoe to Currie Motors Fleet and Sell Replaced Fire Vehicle #1939

Presenter: Fire Chief Schelstreet

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.28.14
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$33,120.88	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:

We are seeking approval to purchase a new 2015 Chevrolet Tahoe Contract #147.

Bids were taken through the S.P.C. Joint Purchasing Program to Currie Motors Fleet. Therefore, we would like to award this vendor this bid of \$33,120.88.

This vehicle was budgeted and approved in the 2014/15 budget year and approved by the City Fleet Committee.

We are also seeking approval to sell the replaced Fire Vehicle #1939 via the online auction site.

Attachments: *(please list)*

Resolution

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of a 2015 Chevrolet Tahoe to Currie Motors Fleet and Sell Replaced Fire Vehicle #1939.

For office use only: Agenda Item Number: 7.b

City of St. Charles, Illinois
Resolution No. _____

A Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of a 2015 Chevrolet Tahoe to Currie Motors Fleet and Sell Replaced Fire Vehicle #1939

**Presented & Passed by the
City Council on _____, 2014**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to approve the Award of a 2015 Chevrolet Tahoe to Currie Motors Fleet and Sell Replaced Fire Vehicle #1939.

PRESENTED to the City Council of the City of St. Charles, Illinois,
this _____ day of August, 2014

PASSED by the City Council of the City of St. Charles, Illinois this _____ day of
August, 2014

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of
August, 2014

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: