

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

**MONDAY, FEBRUARY 23, 2015, 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.
- 4. CITY ADMINISTRATOR’S OFFICE**
 - a. Recommendation to approve a Request of Funding from Pride of the Fox Riverfest Committee for the City to be Presenting (Title) Sponsor.
 - b. Recommendation to approve a Request for Funding – 2015 Annual St. Charles Riverwalk: Fox Tales & Trails.
- 5. PUBLIC WORKS DEPARTMENT**
 - a. Presentation of Active River Project Update.
 - b. Recommendation to Waive the Formal Bid Procedure and approve a Contract with Raise Rite.
 - c. Recommendation to Waive the Formal Bid Procedure and approve a Contract with Safe Step.
 - d. Recommendation to approve 2015 Mosquito Abatement Program.
 - e. Recommendation to Waive the Formal Bid Procedure and approve a Contract with DuKane Services for Janitorial Services.
 - f. Recommendation to approve Bridge Closure Policy.

- g.** Recommendation to approve Local Agency Agreement for Federal Participation with IDOT for the Peck Road Resurfacing Project.
- h.** Recommendation to approve Construction Engineering Services Agreement with Wills Burke Kelsey Associates for the Peck Road Resurfacing Project.
- i.** Recommendation to approve Consulting Services for Wills Burke Kelsey Associates for River Wall Replacement Concepts.
- j.** Recommendation to award Purchase Order for Installation of Oil Containment System at the Peck Road Substation to Marc Kresmery Construction LLC.
- k.** Recommendation to award Purchase Order for Substation Transformer Load Tap Changer Maintenance to SPX Transformer Solutions.

6. FIRE DEPARTMENT

- a.** Recommendation to approve Purchase of Personal Protective Equipment from Air One Equipment Incorporated.

7. POLICE DEPARTMENT

- a.** Recommendation to approve Proposed Code Revisions for Title 5 “Business Licenses and Regulations,” Chapter 5.08 “Alcoholic Beverages” and Title 9 “Public Peace, Morals and Welfare,” Chapters 9.09, 9.16, 9.20 and 9.65 of the Municipal City Code.

8. ADDITIONAL BUSINESS

9. EXECUTIVE SESSION

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

10. ADJOURNMENT



AGENDA ITEM EXECUTIVE SUMMARY

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 02.23.15
<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)*

January 2015 Outage Reports.

Recommendation / Suggested Action *(briefly explain):*

For information only.

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

City of St. Charles
January 2015 Outages

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	1/2/2015	9:20 AM	190	1840 Production Dr.	514	Transformer Replacement	1	190	Scheduled	SCMEU
2	1/12/2015	6:50 AM	63	Royal Fox CC & Maintenance Building	713	Mouse in transformer	2	126	Animal	Mouse
3	1/12/2015	12:10 AM	0	Royal Fox/Dunham Rd.	713	Mouse in transformer	668	0	Animal	Mouse
4	1/13/2015	1:20 PM	5	Fox River Tire; 20 N. 17th St.	222	Cleaned & repaired connection on high voltage bushing.	1	5	Equipment	Connector Failure
5	1/13/2015	12:47 PM	0	N.W. Quadrant	214	Unknown - patrolled extensively but did not find cause	1019	0	Unknown	
6	1/21/2015	12:30 PM	30	113 S. 6th St.	331	Loose connection.	2	60	Equipment	Connector Failure
7	1/22/2015	10:00 AM	90	1016 Pine St.	331	Bad connection at pole.	1	90	Equipment	Connector Failure
8	1/22/2015	11:00 AM	40	718 Prairie St. & 511 S. 7th St.	624	De-energized single phase riser to transfer double dead end pole from field phase position to road position as part of Hendrix project.	2	80	Scheduled	SCMEU
9	1/28/2015	9:10 AM	40	214 S. 2nd Ave.	312	Bad connection at pole.	3	120	Equipment	Connector Failure
10	1/29/2015	7:20 AM	20	2061 A & B & 2063 C Lincoln Hwy	615	Hooking up new service for 2065 Lincoln Hwy.	3	60	Scheduled	Customer
11	1/29/2015	8:28 AM	12	2061 A & B & 2063 C Lincoln Hwy	615	Disconnecting service to 2065 Lincoln Hwy.	3	36	Scheduled	Customer
12	1/30/2015	7:44 AM	11	2061 A & B & 2063 C Lincoln Hwy	615	Hooking up new service for 2065 Lincoln Hwy.	3	33	Scheduled	Customer
13	1/30/2015	8:22 AM	10	2061 A & B & 2063 C Lincoln Hwy	615	Reversed CT's in metering cabinet for top feed after electrical contractor mistakenly hooked up incorrectly.	3	30	Scheduled	Customer
14	1/30/2015	7:45PM	100	413 S. 14th St.	214	Old connections at pole & house.	1	100	Equipment	Connector Failure
						Total of Interrupted Minutes		930		
						Total SAIDI*	0.060			
						Total of ComEd Interrupted Minutes				
						Total SAIDI without ComEd	0.060			
						*System Average Interruption Duration Index (SAIDI)				



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 02.23.15
<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. September and October 2014 Joint Tree Commission meeting minutes are attached.

Attachments: *(please list)*

Tree Commission Minutes – September and October 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, CHAIRMAN
SEPTEMBER 11, 2014**

Members Present: Jon Duerr, Ralph Grathoff, Raymond Hauser, Suzi Myers, Pam Otto,
Ron Ziegler

Members Absent: Valerie Blaine, Caroline Wilfong, Phil Zavitz

Others Present: Tony Bellafiore, Isabel Soderlind

Visitors Present: None

1. Call to Order & Pledge of Allegiance

The meeting was convened by Comm. Ziegler at 7:10 p.m.

2. Roll Call

3. Introductions of Visitors - Comments and Concerns:

4. Minutes Review and Approval

Motion by Comm. Duerr, seconded by Comm. Myers to accept and place on file minutes of the Tree Commission meeting held on July 10, 2014.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Caroline Wilfong, Phil Zavitz

- Motion carried at 7:13 p.m.

5. Old Business

A. Funding of the Urban Management Forestry Plan

Mr. Adesso indicated monies were available in the current fiscal budget to commence Phase I of the Urban Forestry Management Plan (UFMP). Since Phil Graf from Graf Tree Care outlined the UFMP process at the last Tree Commission meeting, Mr. Adesso requested the endorsement and approval to initiate Phase I of the Urban Forestry Management Plan by Graf Tree Care from the Tree Commission.

Motion by Comm. Duerr, seconded by Ray Hauser to retain and approve the services of Graf Tree Care for Phase I of the Urban Forestry Management Plan.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Caroline Wilfong, Phil Zavitz

- Motion carried at 7:16 p.m.

Mr. Adesso will sign off on the proposal and create the purchase order for Phase I of the UFMP. He will invite Mr. Graf or one of his representatives to attend the November Tree Commission meeting and discuss Phase I in more detail.

Comm. Ziegler asked if Mr. Graf could continue to attend the Tree Commission meetings as we go through Phase I.

Mr. Adesso indicated that he will speak with Phil Graf to determine if he or Steve Lane would be available to attend the meetings on an ongoing basis. Tony Bellafiore indicated he would coordinate with Graf Tree Care.

B. Tree Inventory Data Collection and Conversion to GIS

Mr. Adesso clarified the City currently uses both Geographic Information System (GIS) and an Access database program called TreeKeeper. At this point in time, each program has different functions; GIS recalls tree information but the database and management of that inventory is still held in TreeKeeper.

Mr. Adesso added that the City is currently exploring a city-wide work order system. At this time, Mr. Adesso recommended that the City continue to utilize the TreeKeeper program until the future work order system was determined and assessed.

C. Discuss the Tree Commission's Role in the Urban Management Forestry Plan

Mr. Adesso explained that the role of the Tree Commission continues to be the same as it has been all these years. As a portion of the 12.20.050 Ordinance states: *"The Tree Commission, with the assistance of the Public Works Department and City Arborist, shall develop, and each subsequent year, update the urban Forestry plan."*

Mr. Adesso indicated that moving forward the role of the Tree Commission was to provide the leadership and guidance to the staff and the City's consulting arborist. The Commission would need to place their stamp of approval on the Urban Forestry Management Plan (UFMP) once it is developed. This document would then need to be "molded", finalized and endorsed by the Tree Commission before it could be presented to Council.

Chair. Ziegler stated he did not feel qualified to create and write an UFMP; he would prefer Graf Tree Care create the plan under the guidance of the Public Works. The Tree Commission would then review the draft, make suggestions and endorse it once it was acceptable.

6. New Business

A. Update on the Emerald Ash Borer

Mr. Bellafiore indicated the City was in the final stages of EAB. Out of the 396 remaining parkway ash trees, approximately 155 are scheduled to be removed this fiscal year. All of the standing ash trees were inspected earlier this summer. A handful of these trees however were re-inspected recently since some residents continued to be committed to treating these trees. Overall, most of these trees were assessed to be in "fair" condition. All of the trees removed this fall will be replanted in the spring.

Based on the allocated funds in this fiscal year's budget, the department is attempting to remove all the ash trees that are categorized as being in the "worst" condition (Category #1) and most of those that are in "poor" condition (Category #2). Those that are considered "fair" to "good" (Category #3 & #4) will remain standing for another year. All the standing ash trees will then be re-inspected again next year.

Chair. Ziegler asked if there were any particular type of ash tree that seem more resistant to the EAB.

Mr. Adesso mentioned that most of the trees categorized as "3" and "4" have been white ash trees. Most of them appeared to thrive during the height of the infestation but Mr. Adesso has noticed that they are starting to decline.

Comm. Grathoff stated that he has lost rows of white ash trees; the green ash may have been more susceptible initially but it has also affected the white ash.

In regards to the City's tree diversity program, Chair. Ziegler asked how many different varieties had the City planted this year.

Mr. Adesso and Mr. Bellafiore mentioned that the City will be planting approximately 330 trees; there will be ten different species planted this fall.

Chair. Ziegler also asked the City's role and stance regarding the removal of ash trees on private property.

Mr. Adesso indicated that the City would not be involved with any tree that fell on private property, unless it had to intercept to protect the health and safety of the public.

Chair. Ziegler asked if the Tree Commission should make residents aware of these hazardous dead trees on private property. Does the property owner have the responsibility of removing these trees?

Comm. Hauser indicated that he has removed several trees on his property just for that reason. Homeowners will most likely be responsible and liable for any damage caused by these falling trees located on private property.

B. News and Concerns from Public Works

Mr. Adesso indicated the department has been very active pruning trees. With the EAB residual work declining (grinding and restoration work), crews have been able to focus on trimming trees. Several commissioners noticed all the recent pruning on Prairie Street. Mr. Bellafiore added that the staff has also trimmed the trees on Fox Chase Boulevard from Dunham to Stonehedge, both sides of the road and the median. The in-house crews have also been working along Keim Trail.

Chair. Ziegler commended the Public Works staff for all the work they are undertaking on expanding the city's tree diversity, pruning and improving the overall quality of the city's urban forestry.

C. Lignum Woods Clean Up:

Comm. Otto spoke with Haines Middle School and their focus this year are grade level field trips. Overall this would mean approximately 375 middle school children involved; this may be too large of a group to manage.

Instead of the middle school participating in this project, Comm. Otto would like to contact Mrs. Tieche to see if the Munhall School 4th grade class would be interested in participating in the clean-up project. Comm. Otto felt this project would coincide with their Forest Ecology Unit this fall and the group size would be manageable.

If Munhall expressed an interest, next steps would include the following: (1) the St. Charles Park District Restoration Manager would review the site with Chris Adesso or Tony Bellafiore; (2) the children would be involved in invasive removal, plant rescue (if applicable for this time of the season), trail chipping and brush stacking. The tasks would rotate through the various groups in 1-1/2 to 2 hour increments.

Comm. Otto will contact Mrs. Tieche via email to see if the 4th grade classes at Munhall would be interested in participating. In addition, she will contact Isabel once she hears from Mrs. Tieche.

D. Annual Joint Tree Commission Meeting with Batavia and Geneva

Every October a joint Tree Commission meeting has been held between the Tri-Cities, Batavia, St. Charles and Geneva's Natural Resource Committee. It is an opportunity for the Tri-Cities to share tree initiatives and impacts within the Fox Valley area. This year it is St. Charles Tree Commission's turn to host the October joint meeting.

Commissioners agreed that we should move forward in conducting a joint meet sometime in October.

Isabel will contact Kathy Montanari regarding Batavia's Tree Commission interest and availability to meet. Chris Adesso will contact Geneva's Natural Resource Committee to see if they would be interested in attending. Location and time of a joint October meeting will be set once the commissioners are polled for their availability.

7. Committee Reports

A. Education Committee

Comm. Myers circulated a copy of a children's book called, "*Why Would Anyone Cut a Tree Down?*" She added that the Tree Commission's emphasis has been to save trees, but sometimes people don't realize that in order to reduce tree hazards, protect other trees, or to get wood, it is necessary to cut trees. The book offers an educational opportunity and raise awareness of this issue. It also features tips for planting a tree.

The 41-page paperback book, written by Roberta Burzynski and illustrated by Juliette Watts, is published by the U.S. Forest Service Northeastern Area State and Private Forestry. It features 28 full-color, hand-painted illustrations and intended primarily for elementary school age children, as well as parents and educators. There is an accompanying curriculum for teachers with four lessons. The teacher's guide has 20 websites as additional resources.

Comm. Myers recommended the Tree Commission purchase 12 books to donate to each of the elementary school libraries in District 303. The books cost \$10 a piece either in hardcopy or electronic format and available through the USADA Forest Services website, www.na.fs.fed.us.

Comm. Otto mentioned that some of the teachers may prefer the electronic .pdf form of the book. Comm. Otto offered to contact Mrs. Tieche to see which option teachers would prefer.

Mr. Adesso indicated monies were available in the Arbor Day budget to purchase the books. He suggested Comm. Myers purchase the books online and submit the receipt to Public Works for reimbursement.

Motion by Comm. Duerr, seconded by Comm. Hauser to purchase up to 12 copies (or up to \$120 worth of the books) of "*Why Would Anyone Cut a Tree Down?*", either hard copy or digital form.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Caroline Wilfong, Phil Zavitz

B. Publicity Committee

This chair is currently open and there was a brief discussion regarding the need for a chair of the publicity committee. Traditionally the Public Works staff has included an educational or publicity tree article in the City's monthly publication of The Den. Topics have covered spring and fall planting, watering your tree, Arbor Day, taking care of your newly planted tree, proper mulching, etc.

Comm. Myers encouraged each commissioner to volunteer and write one tree related article for the year. The article would then be submitted and printed in the monthly Den. Article topics may include the following: reminder that parkway property is city property, call the City to trim or inspect your parkway tree, tree diversity, maintaining your own private trees, etc.

Comm. Myers recommended Isabel create a signup sheet with some article topics and have the commissioners sign-up to write one article. The article would be due by the 2nd Monday of the month.

C. Arbor Day Committee

Comm. Otto stated that Mrs. Tieche is interested in participating in the Arbor Day event again next year. Mrs. Tieche would like to include the whole 4th grade level at Munhall School for this upcoming Arbor Day event. Mrs. Tieche requested a confirmation as soon as possible so she can begin planning. Discussion.

Comm. Otto will contact Mrs. Tieche letting her know the Tree Commission welcomes the 4th grade class to plan an activity or program for 2015 Arbor Day event.

8. Communications

A. Electric Division Tree Activity Reports

Motion by Comm. Myers, seconded by Comm. Otto to accept and place on file the Electric Division/Public Tree Activity Reports from July 1, 2014 to August 31, 2014, as presented.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Caroline Wilfong, Phil Zavitz

- Motion carried at 8:25 pm.

B. Public Services Division Tree Activity Reports

Motion by Comm. Myers, seconded by Comm. Otto to accept and place on file the Public Services Division/Public Tree Activity Reports from July 1, 2014 to August 31, 2014, as presented.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Caroline Wilfong, Phil Zavitz

- Motion carried at 8:29 pm.

9. Additional Items – Comments

A. Commissioners:

Chair. Ziegler: Thanked the commissioners for attending the meeting and their continued efforts.

Comm. Myers: Thanked the City staff who responded quickly to a safety concern regarding one of her parkway trees. The tree was inspected, she was notified of the inspection results via mail and the tree removed within a few weeks of her call. The process appeared to work efficiently and effectively. Thank you.

Comm. Grathoff: Appreciates that the City and the Commission will be moving forward on the Urban Forestry Management Plan.

Comm. Houser: No comments.

Comm. Duerr: No comments

Comm. Otto: Asked if anyone had heard or seen from Comm. Zavitz. Chair. Ziegler indicated that he would call and touch base with Comm. Zavitz before the next meeting.

B. Staff:

Chris Adesso: None

Tony Bellafiore: None

10. Adjournment

Motion by Comm. Myers, second by Comm. Otto to adjourn the meeting.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Caroline Wilfong, Phil Zavitz
- Motion carried at 8:34 pm.

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**MINUTES
CITY OF ST. CHARLES
JOINT TREE COMMISSION MEETING
RON ZIEGLER, CHAIRMAN
October 15, 2014**

Please note: These minutes are a summary of statements made at the meeting; it is not intended to be a comprehensive review of the entire discussion.

St. Charles Tree Commission Present: Chair. Ron Ziegler, Ralph Grathoff, Raymond Hauser, Suzi Myers, Pam Otto, Valerie Blaine, Caroline Wilfong

Batavia Tree Commission Present: Chair. Scott Haines, Robert Lootens, Kevin Summers, Kathy Vranek, Frank Saupp

Geneva's Natural Resource Committee Members Present: Chair. Jay Womack, Jeanine McMillen

City of St. Charles Staff Present: Chris Adesso, Isabel Soderlind

Visitors Present: None

1. Call to Order & Pledge of Allegiance

The meeting was convened by Comm. Ziegler at 6:55 p.m.

2. Introduction and Welcome:

Chair. Ziegler introduced himself and welcomed all of the committee members to the annual Joint Tree Commission meeting between Batavia, Geneva and St. Charles. Chair. Ziegler made general remarks, reviewed the purpose of the meeting and gave an overview of the evening's agenda.

3. Discussion Topics:

A. Budgeting Challenges within each of the Communities

Geneva's Natural Resources Committee: Jay Womack, the committee's chair, indicated their group's initiative is being "green". This committee has raised funds to purchase parkway trees after approximately 2,800 ash trees were removed in the City of Geneva. The group is comprised of volunteers that raise money to purchase replacement trees. Their committee receives approximately \$500 per year from the City of Geneva to conduct fund raisers. To date they have purchased approximately \$10,000 worth of trees for Geneva's downtown area.

Two different fund raisers have been very successful for this committee, "Rain Barrels on Parade" and "Wine, Cheese & Trees". The events include music, food, drinks and silent auction. Local Geneva businesses have been very supportive donating services and items for the events. Their proceeds have yielded approximately \$8,000 the first year and approximately \$16,000 the following year. Now that the Geneva's downtown core is populated, the committee is considering a parkway tree lottery system for residents "in need" or seniors that live in Geneva.

Mr. Womack mentioned that the City of Geneva now has a 50/50 Tree Program for residents.

City of Batavia: Scott Haines, from the City of Batavia, indicated that the EAB hit Batavia in 2007-2008. At that time, they had approximately 2,600 to 2,800 parkway ash trees. Today they are down to approximately 500 parkway ash trees to be removed. Some of trees still standing are being treated by residents.

Batavia's tree budget was increased during the EAB infestation, but is now reduced. The reduction in the budget has impacted routine maintenance tree work in particular maintenance pruning. City crews have been able to prune from the ground, but the city may require a contractor to prune the taller and larger trees.

This year, the City of Batavia is recommending a full city tree survey. The last survey was conducted in 1997 and it is outdated. Their recommendation is to update the tree inventory in GIS; the program will manage the infrastructure and maintenance of trees.

As for replanting, Batavia has a 50/50 Tree Planting Program. Trees are small in scale but the city has recently offered larger options to residents.

City of St. Charles: Mr. Adesso indicated the City of St. Charles is in a similar circumstance as Batavia but began with a population of approximately 7,000 parkway ash trees. Chris Adesso indicated the City Council has had a tremendous amount of respect for the city's Tree Commission and their recommendations. The city was fortunate and took the initiative to pass a \$3,000,000 bond to deal with the removal and replanting of ash trees due to the Emerald Ash Borer (EAB) infestation. The bond is now complete and as of this summer had approximately 400 remaining ash trees remaining for removal. The rest of these trees will be removed and replanted through the general fund monies as they become available in the budget.

The City's tree general fund is not as robust as it has in past years. The city will need to address maintenance issues, the remainder of the EAB removals and replants, updating of the tree inventory and begin the process of creating an Urban Forestry Management Plan. Graf Tree Care has been budgeted to assist with this effort this year.

B. Tree Initiatives Endorsement from Public Officials

The 50/50 Tree Program is now available to residents in all three cities.

Mr. Adesso indicated the City of St. Charles has been fortunate and able to plant one tree for each removed. In addition, the city has had had approximately 150 residents participate in 50/50 Program every year. For those trees that were ordered but were not able to be replanted at the same site, due to utility lines, etc., have been planted in areas adjacent to city property.

Batavia has started to plant some trees outside the Right-of-Ways i.e., around retention ponds, as well as high profile areas that have become barren from the removals.

C. Tree Issues

- i. Several different pests have been noted in all three cities. Several commissioners have read articles documenting maples being attacked by a borer. Blue spruces are being attacked by a fungus called instant needle browning. Kathy Vranek read that the EAB has jumped to other species of trees, such as the White Fringe tree which is native to the eastern United States. Overall, pests will continue to be a constant challenge in the future.

Scott Haines indicated that Batavia's Tree Commission developed an approved planting list due to issues with particular species, e.g., flowering crabs and pear trees.

Kathy Vranek indicated that Geneva has a nice list of approved tree species on their website. It is a great resource.

ii. Vandalism

All three cities have had to deal with tree vandalism in particularly vehicle accidents. In a case where a parkway tree has been hit by a vehicle, the ticketed motorist is billed for the damage or its replacement.

Kathy Vranek also mentioned the vandalism caused by homeowners pruning the parkway trees as well as improper mulching.

All three cities have noted the increase of improper mulching which kills the tree. Volcano mulching appears to be done by landscapers and homeowners. Each city has had their challenges in dealing with this issue. Several ideas were discussed to increase the public awareness on proper mulching:

1. Leaving door hangers on the proper care and mulching of parkway tree when it is planted. (Please contact the City of St. Charles for a copy of the door hanger.)
2. Place a push pin with a label on those trees that have been improperly mulched.
3. Include an article and diagram on the proper mulching technique in the city's monthly newsletter.
4. Distribute flyers and promote proper mulching at Arbor Day.

D. Other:

Kathy Vranek wanted to recognize a committee of women in Batavia called "Value Our Trees". This group of women saved a local arboretum in Batavia. The site was being considered for an athletic sports field.

Jeanine McMillen suggested all three cities, local park districts and forest preserves promote the planting of a tree to commemorate a loved one that has passed away, "In memory of a loved one."

Suzi Myers suggested the cities be more proactive in re-utilizing the wood of dead trees, i.e., "adaptive reuse of trees". As an example, the Kane County Farm Bureau on Randall Road carved a dead ash tree into an ear of corn sculpture. Comm. Myers suggested those in attendance stop by and take a look at it.

Jeanine McMillen also reminded everyone to attend and support Geneva's "Wine, Cheese and Trees" event planned for March 22, 2015.

4. Adjournment

Meeting was adjourned by Chair. Ron Ziegler at 7:55 p.m.



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Request of Funding from Pride of the Fox Riverfest Committee for the City to be Presenting (Title) Sponsor
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Presenter:	Mark Koenen
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Please check appropriate box:

	Government Operations	X	Government Services 02.23.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$30,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Please note this would be a FY 15-16 expense.

Executive Summary:

Julie Farris, Executive Director, and Ed Bessner, Board President for Riverfest, have requested the City to be the Title Sponsor for the 2015 Pride of Fox Riverfest. Attached is information about the direct benefits of this sponsorship. The City cost to hold this title is \$30,000. This amount is consistent with funding for FY14/15.

This request is being advanced forward ahead of the budget (FY15/16), so the Riverfest Committee can plan now for the June event.

Attachments: *(please list)*

2014 Riverfest Marketing Recap Report

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a request of funding from Pride of the Fox Riverfest Committee for the City to be Presenting (Title) Sponsor.





For office use only:

Agenda Item Number: 4.a

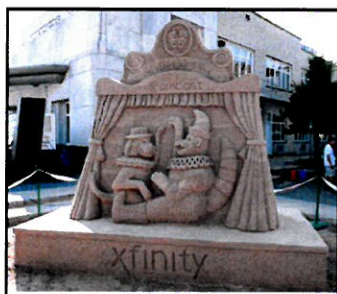
Welcome to RiverFest!

Celebrating 33 years in 2015, RiverFest is the oldest running festival in the community and known as the “Kick-off to Summer” in the Fox Valley. In 2011, St. Charles, Illinois was named the #1 City for Families by *Family Circle Magazine*.

By partnering with this cornerstone community festival, your organization will receive an abundance of opportunities, prestige, and recognition including having:

-  ...an affordable vehicle to address and interact with your target market
-  ...the ability to customize sponsorship packages to specifically brand your product that is advantageous for your marketing plan and targeted audience
-  ...an opportunity to brand your product with a widely recognized and established event
-  ...a unique method of increasing sales with exclusive rights to merchandise your products, image, mission and message

Partners of RiverFest also receive robust benefit packages that include onsite exposure, pre- and post-event marketing, and access to our hospitality tent which includes invitation-only exclusive seating for all of our main stage concerts and events.



33rd annual
RIVERFEST FACT SHEET

"Something for Everyone"

Location:	Six themed venues throughout the historic Downtown
Dates/Times:	June 10, 2014. 5pm – 8pm – Special Family Night June 11, 2014. 1pm – 10pm – Carnival June 12-14, 2014. 10am – 11pm
Attendance:	50,000+
Audience:	All demographic groups represented with average attendees ranging from 30 to 45 years old who are professional and married with children. Visitors come from throughout the Chicagoland area and beyond.
Specific Activities:	VIP Hospitality Zone with priority viewing of Main Stage events. Sports activities include sanctioned Dragon Boat races & Water Ski Show. Entertainment includes Fantasy Sand Sculptures, bands, performance art, canine agility demonstrations, singing and dancing. Quality arts & crafts show. Wide selection of food vendors spread throughout the festival grounds.
Marketing:	Radio, T.V., internet, print coverage (Value = \$180,000+) Opportunities: Light pole banners on Main Street, large banner on State Highway 31 leading into the venue area, booth space, inclusion in: programs, posters, postcards, flyers, on-site signage, table tents and PA announcements (Impressions 14,000,000+).
Promotion Ideas:	Product sampling, database development (register to win), product sales, contests/promotions, premium incentives, couponing bouncebacks, cross promotions, sponsor partnerships.

***SPONSORSHIP OPTIONS RANGE FROM TITLE SPONSORSHIP TO BOOTH DISPLAYS.
LET US TAILOR ONE THAT WORKS FOR YOU!***

A unique opportunity to become involved in a community event that attracts over 50,000 people each year from St. Charles and the surrounding areas.

Pride of the Fox 630.296.7683 / info@prideofthefox.com

Demographics

RIVERFEST

St. Charles, Illinois

RiverFest attracts visitors from greater Chicagoland area and beyond!

RiverFest Demographics:

61% of attendees fall between the ages of 25 – 54

Families make up 66% of attendees at the festival.

RiverFest attendees average four hours attendance at the festival.

Chicago Demographics*:

Population – 2,781,782

Households – 1,028,746 (2009 – 2013)

Median Income - \$47,270.00 (2009 – 2013)

Kane & DuPage Counties, Illinois Demographics*:

Population – 1,455,769

Households – 506,386

Median Income - \$69,530 Kane

Median Income - \$78,847 DuPage

Community Demographics (based on Esri forecasts for 2012):

Median Income - \$83,603

Median Age – 40

* Information provided by <http://quickfacts.census.gov>.

33rd annual




























RiverFest

Title Sponsorship Benefits Package

**Category Exclusivity and First Rights of Refusal*

Advertising and Publicity

Your organization would be the exclusive “Title Sponsor” of RiverFest and have naming rights of the festival (e.g. “*City of St Charles RiverFest*”). The Company names and logos will be listed on all printed materials and company names will be included on all recorded marketing materials including:

-  1000 Posters – General, Music, Carnival, Special Family Night
-  75 Recorded radio promos - 103.9 the fox to run 6/1/15 – 6/14/15
-  75 Live radio mentions - 103.9 the fox to run 6/1/15 – 6/14/15
-  Recognition and placement on www.prideofthefox.com
-  10 Company specific posts on RiverFest Facebook page
-  10 Company specific tweets on RiverFest Twitter page
-  10 Company specific posts on RiverFest Instagram page
-  15 ads – Shaw Media including Kane County Chronicle and Kane County Magazine. Half-page ads to run 6/1/15 – 6/14/15
-  4 ads – Shaw Media including Kane County Chronicle and Kane County Magazine. Full-page ads to run 6/1/15 – 6/14/15
-  4 Page program insert – Neighbors Magazine of St Charles to run in the June magazine
-  19 ads – Daily Herald. ¼, ½ and full page ads to run 6/1/15 – 6/14/15
-  1 ad – Daily Herald Summer Fun Guide. ½ page ad. Publication mid-May
-  4 ads- Chicago Tribune. ¼ page ads to run 6/1/15 – 6/14/15
-  1 ad – Illinois Entertainer Magazine. ½ page ad to run in the June magazine
-  1 ad – Suburban Family Magazine. ¼ page ad to run in the June magazine
-  Banner Ad - 50,000 impressions on www.kcchronicle.com to run 6/1/15 – 6/14/15
-  Banner Ad - 100,000 impressions on www.yahoo.com to run 6/1/15 – 6/14/15
-  5,000,000 impressions on Arcada Theater Main Street marquee to run 5/10/15 – 6/14/15
-  588,888 impressions – St Charles City Hall window display. Display 6/1/15 – 6/14/15
-  2 E-blasts – St. Charles Chamber of Commerce to 1,300 members to run in May and June
-  50,000 postcards. ¼ size to be distributed 2/15/15 – 6/14/15
-  30,000 Festival programs to be distributed 5/25/15 – 6/14/15
-  3 company name tags on festival light pole banners on Main Street for the months of mid-May through the festival with visibility of an estimated 45,000 vehicles daily
-  1 Company specific press release will be sent out to the Chicago media within 3 weeks of finalized contract
-  5 Press releases event specific will be sent out to the Chicago media to be distributed 3/1/15 – 6/11/15
-  Company will be included in the RiverFest parade entry in the St. Charles’ St. Patrick’s Day parade in March with an estimated attendance of more than 10,000 visitors
-  More benefits will be added as they come available
 - **The promotional value of this coverage is estimated at \$170,000.00!**


33rd annual

RiverFest











Title Sponsorship Benefits Package

Page 2

Hospitality

-  50 weekend and 50 day passes for the Sponsors' Hospitality Tent which includes food, drinks and exclusive seating for Main Stage entertainment.
 - **The total value of this coverage is \$17,500!**







On-Site Marketing

-  1 - 20' x 10' tent with 2 tables and 4 chairs. Locations to be determined by sponsor and festival organizers.
-  25 Public address announcements by event emcees made at the festival venues.
-  600 photos – Live photo booth will be onsite all three days taking attendee photos. 4" x 6" photos will be printed onsite with the City of St Charles RiverFest tag line along the bottom of each photo. Photos will be staged next to City Hall.
-  1 Boat entry in the Dragon Boat Races for a crew of 20 team members. Choice of race day on Sat or Sun.
-  1 Company provided Banner will be displayed on the Main Stage for the entire festival.
-  1 Company provided Banner will be displayed at the Pottawatomie Park for the entire festival.
-  1 Company provided Banner will be displayed at the Municipal Center Back Lot for the entire festival.
-  1 Company provided Banner will be displayed at the Sand Sculpture lot for the entire festival.
-  1 Company provided Banner will be displayed at "The Plaza" lot for the entire festival.
-  Opportunity to place promotional items into gift bags for volunteers - 150 bags.
 - **The total value of this coverage is \$25,000!**




The total VALUE of the Title Sponsorship Package is \$212,500

The total COST of the Title Sponsorship Package is \$30,000

Title Sponsor Requirements

-  6 Banners to be shipped/dropped off at the RiverFest St. Charles office by June 1, 2015.
-  2 volunteers to help throughout the weekend (with company clothing for further promotion).
-  5 Prizes for the Volunteer Raffle (approximate value \$25 each) to be shipped/dropped off at the RiverFest St. Charles office by June 1, 2015.
-  1,500 – 2,000 promo giveaway items to be handed out at various venues throughout weekend (TO BE DISTRIBUTED BY RIVERFEST STAFF), to be shipped/dropped off at the RiverFest St. Charles office by June 1, 2015.
-  Digital company logo to be used in promotional materials.
-  **A Financial Commitment of \$30,000**

A la' Carte Options

-  Naming right to the Main Music Stage – value \$15,000 (e.g. "*Washburn Guitars Main Stage*")
-  Fantasy Sand Sculpture – includes sponsors logo and name – value \$7,500
-  Naming rights to Dragon Boat Races – value \$10,000 (e.g. "*Maxim Magazine Dragon Boat Races*")



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Request for Funding – 2015 Annual St. Charles Riverwalk: Fox Tales & Trails

Presenter: Mark Koenen

Please check appropriate box:

	Government Operations	X	Government Services 02.23.15
	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:

Please note this would be a FY15/16 expense.

Executive Summary:

The City of St. Charles has generously sponsored the River Corridor Foundation’s fundraising run/walk in the past. In prior years the City and Park District have jointly shared the \$2,500 sponsorship equally.

Instead of a 5k run/walk this year, the event planners are hosting a historical walk which will feature some of the people, places, and buildings in downtown St. Charles that have shaped the river corridor area. Additionally the event will offer an audio version of the walk and a scavenger hunt for kids.

The Riverwalk Event, formerly the Bob Leonard River Run/Walk, is planned for August 15, 2015. The Park District is again considering being a co-sponsor of this event and share the financial expense with the City.

This request is being advanced forward ahead of the budget (FY15/16) so the Event Committee can plan now for the summer event.

Attachments: *(please list)*

Information on the 2015 Sponsorship and Annual St. Charles Riverwalk: Fox Tales & Trails

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a request for funding – 2015 Annual St. Charles Riverwalk: Fox Tales & Trails.

For office use only:

Agenda Item Number: 4.b

2015 Annual St Charles Riverwalk:

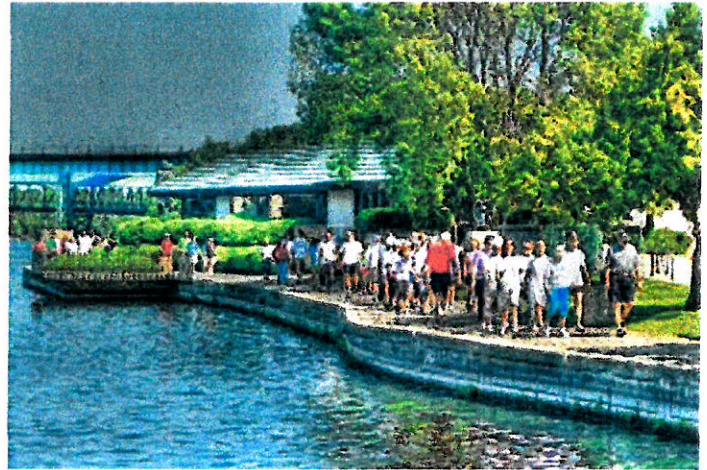
Fox Tales & Trails

Saturday, August 15, 2015

For the 9th straight year, the River Corridor Foundation of St. Charles is hosting a riverwalk to help raise funds to support its mission.

We are excited to announce a number of changes for this year, which we hope will make it.....

- More family friendly
- More educational & interactive
- More environmentally friendly



In conjunction with the walk there is a Post-Walk Party which includes an award ceremony, prize giveaways and photo opportunities.

2015 St Charles Riverwalk - A Family Event

Sponsored by: The City of St. Charles & St. Charles Park District



Offering beautiful views and passing iconic landmarks, the approximately 5K route starts and ends in Pottawatomie Park Grand Pavilion and will include the [summer sculpture exhibition](#) in Mount St. Mary Park. Stroll along the Fox River in downtown St. Charles and hear stories of the people, buildings, art, monuments, and parks that have helped to create the beauty and charm of this area. Cost includes a goodie bag & reusable bottle.

You choose: Follow the route and read about the highlighted sites from a [printed guide](#) or download and use an [audio tour](#) on your smart phone or mp3 player.

Bring your friends! Bring your family! Pets and strollers are welcome!

Registration & Check-in: 8:30 - 9:30 am

Group start*: 9:30 am

Cost: \$20/adult; \$5 /students; \$40/family*

Children's Scavenger Hunt



Sponsored by: Colonial Cafe & Ice Cream

Engage and educate the children during the walk by having them do a scavenger hunt along the way.

All children must be accompanied by a paying adult.

Cost: \$5/child or included in the family price*

* up to 3 children living in the same household

Digital Goodie Bags

We are using a digital event bag in an effort to go green and provide additional benefits to our participants. As a participant of our event you will receive access to your bag both before and after the event.

In your bag you will find an array of valuable information including exclusive content, coupons and other sponsor messages.

A direct link to the bag will be available on this page beginning in June and you will receive an email invitation with a direct link before the event.

Proceeds from this event are used to support the work of the River Corridor Foundation of St. Charles which is a non-profit 501(c)3 organization. If you are interested in volunteering to help with this event, please [contact us](#).

2015 St Charles Riverwalk Sponsorship

Riverwalk & Kid's Scavenger Hunt

Thank you for your interest in sponsorship of the River Corridor Foundation's 9th Annual Riverwalk being held on Saturday, August 15th.

All funds raised go to supporting the work of the Foundation to enhance the downtown riverfront environment and make it a destination. In addition to the initiatives highlighted on the website, the Foundation also provides financial support to events and activities that are in line with our mission such as the Annual Sculpture in the Park and native plantings along the Fox River.



Marketing & Visibility

- The River Corridor Foundation **website** has been experiencing between **8000-14,000 visits/month** with higher volumes before and after events.
- Event promotion & post boosting on **Facebook** reached **14,000 accounts** in 2014.
- Event featured in St Charles municipal building window on Route 64 for **2 weeks** with traffic counts around 30,000 vehicles/day.
- Participants, volunteers, and spectators for 2014 Event exceeded **1000 people**.
- The Riverwalk tour and Scavenger Hunt will be available on our website on a long term basis in addition to being used on the day of the Event providing long term exposure for our highest level sponsors.
- This year a [virtual event bag](#) will be used. Typically, 75% of Event participants visit the bag with 10% - 25% of visitors engaging individual placements. All sponsors will have the opportunity for an ad placement as part of their sponsorship.

Riverwalk

The 2015 Riverwalk will be a historical tour of the river corridor in downtown St. Charles and will be available as a traditional self-guided tour or audio tour.

For some, the historical format offers a unique opportunity.....inclusion in the tour as a spotlight location.

Scavenger Hunt

To keep the kids engaged we will be providing a Scavenger Hunt that will educate and entertain along the route of the walk.

If you are interested in sponsoring this event or have questions, please contact:

Sponsorship Chairman, Ed Werneke, at riverwalk@stcrivercorridor.org or

Event Chairman, Julie Hartig, at (630) 465 - 1071.

Sponsorship

Historical Walk: Taken

- Logo on route map
- Logo with link website
- Name/logo on marketing materials
- Logo on event day banner

Scavenger Hunt: Taken

- Logo on route map
- Logo with link website
- Name/logo on marketing materials
- Logo on event day banner



AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Active River Project Update

Presenter: Chris Adesso

Please check appropriate box:

	Government Operations	X	Government Services 02.23.2015
	Planning & Development		City Council

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

Executive Summary:

At the February 24, 2014 Government Services Committee meeting, Committee members approved a motion of support for the Active River Project, as presented by John Rabchuk.

Since that time, a Task Force consisting of members from the St. Charles Park District, Kane County Forest Preserve, the City of St. Charles, the River Corridor Foundation, and some St. Charles residents have been assembled and been meeting regularly to advance this project. Recently, the Task Force has issued a Request for Qualification (RFQ) to perform an update the River Corridor Master Plan and plans to execute an agreement with the selected vendor.

Members of the Task Force will update the Council Committee on the progress that has been made to date.

Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

None

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



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive the Formal Bid Procedure and Approve Sidewalk Maintenance Contract with Raise-Rite
Presenter:	Chris Adesso

Please check appropriate box:

	Government Operations	<input checked="" type="checkbox"/>	Government Services 02.23.2015
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$35,000	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Over the past ten (10) years, the City has been utilizing Raise-Rite to help maintain our city sidewalks. Raise-Rite is a specialty contractor who levels the concrete sidewalk by lifting the concrete slab, therefore mitigating any tripping hazards. As part of our sidewalk program, City Staff analyses our sidewalks on an annual basis and determine whether grinding, lifting or replacing a section of walk is most appropriate. This year we estimate that the lifting services provided by Raise-Rite will be about \$34,000. Raise-Rite has agreed to hold pricing from last season.

Attachments: *(please list)*

Proposal from Raise-Rite to provide Sidewalk Maintenance Service Bid Waiver Form

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the Formal Bid Procedure and approve Contract for Sidewalk Maintenance with Raise-Rite in an amount of \$2.65 per Square Foot.

<i>For office use only:</i>	<i>Agenda Item Number: 5.b</i>
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January 28, 2015

Mr. Jason Born
Assistant Division Manager of
Construction Services
Department of Public Works
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

RE: 2015 City Sidewalk Mudjacking Program

Dear Jason:

Raise-Rite Concrete Lifting herewith proposes to provide sidewalk mudjacking for the 2015-16 fiscal year at the rate of \$2.65 per square foot.

Please feel free to call if you have any questions. We hope that we have provided quality service to you since 2003 and can continue to do so in the future.

Sincerely,


Darrell E. Clay
President

DEC:jes

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:

Raise-Rite Concrete Lifting
195 Kehoe Blvd., Unit 5
Carol Stream, IL 60188

For the purchase of: Sidewalk Maintenance Service

At a cost of: \$ 35,000

Reason for the request to waive the bid procedure: Raise-Rite Concrete Lifting provides a specialty type service for our community. After competitively bidding the service five years ago, Raise-Rite has maintained their low costs with only slight increases. To verify if services were still competitive, city staff received two other quotes in 2013 confirming Raise-Rite's bid. Raise-Rite has provided the City with excellent service over the past ten years and leaves us with no doubt they will continue to do so. Raise Rite has agreed to hold pricing from last season.

Other Quotations Received: Two

Date: 02.23.2015

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

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



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Waive the Formal Bid Procedure and Approve Sidewalk Maintenance Contract with Safe Step

Presenter: Chris Adesso

Please check appropriate box:

	Government Operations	<input checked="" type="checkbox"/>	Government Services 02.23.2015
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$35,000.00	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Over the past five (5) years, the City has been utilizing Safe Step to help maintain our city sidewalks. Safe Step is a specialty contractor who levels the concrete sidewalk by grinding the top surface, therefore mitigating any tripping hazards. As part of our sidewalk program, City Staff analyses our sidewalks on an annual basis and determine whether grinding, lifting or replacing a section of walk is most appropriate. This year we estimate that the grinding services provided by Safe Step will be about \$35,000.

Attachments: *(please list)*

Proposal from Safe Step to provide Sidewalk Maintenance Service
Bid Waiver Form

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the Formal Bid Procedure and approve Sidewalk Maintenance Contract with Safe Step in an amount of \$25.75 per Inch/ Foot.

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



2015 Illinois Area Rate Schedule

Integrity is the lifeblood of Safe Step. We will deal honestly and openly with every customer, maintaining consistency in our pricing, quality, and performance in every aspect of every business transaction.

Criteria Based Projects

**Trip hazards eliminated based on budget, street priority, and department criteria.
No-cost sidewalk surveys provided with R&R identification.**

<u>Total Contract Size</u>	<u>Standard/Private Inch-Foot Rate</u>	<u>Municipal Inch-Foot Rate</u>
0 - \$2999	\$34.25	\$31.75
\$3000 - \$9999	\$31.25	\$28.75
\$10,000 – \$29,999	\$29.25	\$27.25
\$30,000 - \$75,000	\$27.75	\$25.75
Over \$75,000	\$26.75	\$24.75

All Trip Hazards will be repaired with a ADA compliant 12:1 slope

Address Specific Projects

Specific trip hazards surveyed, located, and identified by client.

<u>Total Contract Size</u>	<u>Standard/Private Inch-Foot Rate</u>	<u>Municipal Inch-Foot Rate</u>
0 - \$5999	\$35.25	\$32.25
\$6,000 - \$19,999	\$32.75	\$29.75
Over \$20,000	\$30.75	\$28.50

The standard unit of measurement is labeled **inch-feet**:

An “**inch-foot**” is: The average displacement of the trip hazard in inches multiplied by the length of the cut in feet.

EXAMPLE: A slab 4 ft wide has a displacement that is 1” high on one side and 1/8” on the other side

The average displacement is $\frac{1'' + 1/8''}{2} \times 4' = 9/16'' \times 4 = 2.25$ inch feet.

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:

Safe Step, LLC.
PO Box 411
Hortonville, WI 54944

For the purchase of: Sidewalk Maintenance Service

At a cost of: \$ 35,000

Reason for the request to waive the bid procedure: Safe Step provides a specialty type service that is difficult to bid out, especially for local businesses. That being said, staff has received two other quotes for similar services and has verified Safe Step's competitive quote. Safe Step has provided the City with excellent service over the past five years and leaves us with no doubt they will continue to do so. In effort to help maintain our fiscal responsibility, Safe Step has held their pricing for the first four consecutive years and is only requesting a slight increase this year.

Other Quotations Received: Two

Date: 02.23.2015

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

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



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Waive the Formal Bid Procedure and Approve Mosquito Abatement Contract with Clarke Environmental

Presenter: AJ Reineking

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 02.23.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$98,124.00	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:

Over the past twenty-eight years, The City has provided services related to mosquito abatement. Since the beginning, a City of St. Charles Local Vendor, Clarke Environmental, has provided exceptional service while managing the Mosquito Abatement Program. Clarke has been a very reliable consultant and is considered the top expert in our area. Over the years, they have been able to build a detailed database for the City of St. Charles, provide exceptional Customer Service and provide all of the abatement services for a successful program. Clarke is also the consultant for the communities surrounding St. Charles, allowing for a comprehensive, proactive group approach to controlling mosquitos.

Attachments: *(please list)*

Clarke Environmental Mosquito Management Professional Services Outline
Request for Waiving Bid

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the Formal Bid Procedure and approve Contract with Clarke Environmental for Mosquito Abatement Services for FY 15/16.

For office use only:

Agenda Item Number: 5.d



675 Sidwell Court
St. Charles, IL 60174
800.894.2000 P
800.323.5727
630.443.3070 F
www.clarke.com

January 5, 2015

Chris Adesso Asst. D.P.W.
2 E. Main Street
St. Charles, IL 60174-1984

Hi Chris:

Hope you are well and that you had a great holiday, mine worked out very well. Thank you for the email on 12/30/14. I apologize for the delay, as the Clarke offices were closed between Christmas and New Year's.

As requested, Clarke Environmental Mosquito Management, Inc., ("Clarke"), hereby proposes to continue to provide professional mosquito control services to the City of St. Charles during the 2015-2016 seasons, in accordance with the terms of the contract in effect for 2014. The price for the services provided during the 2015 season shall be \$98,124.00.

I am including the catch basin treatment by bicycle in the above cost. I would like to invite yourself and Pete to a tour of our new facility here in St. Charles in the very near future. At that time, we can discuss in depth the sustainability activities and options currently available for the Cities program.

I will contact you soon with a few possible dates for the facility tour.

Thank you for the opportunity to continue to provide services to the City of St. Charles.

Sincerely,

Jack Thennisch
Control Consultant



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2015
City of St. Charles
Environmental Mosquito Management (EMM) Program**

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the City of St. Charles additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the City of St. Charles representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
 - 1. Gravid Trap: Operation of two (2) traps to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing VecTest® technology for West Nile Virus.
 - 2. Clarke New Jersey Light Trap Network: Operation of two (2) traps within the City of St. Charles to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: (9) inspections
 - 1. Six (6) complete inspections of all sites.
 - 2. Three (3) targeted inspections of all breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 3. Inspections of sites called in by residents on the Mosquito Hotline.



C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.

1. Larval Control: The program provides backpack or hand equipment treatments.
2. Helicopter Prehatch: Three (3) treatments using a 30 day residual product of all acres for floodwater mosquito control.
3. Catch Basins: One treatment of all street side catch basins, inlets and manholes using an extended residual slow release insecticide for up to 150 day control.

Part IV. Adult Control

A. Adulticiding in mosquito harborage areas:

1. Six (6) scheduled truck Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for any community special events.

B. Adulticiding in Residential Areas:

1. Three (3) community-wide truck ULV treatments of all miles of streets using Anvil® or Biomist® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$57.35 per mile/treatment.

C. Adulticiding Operational Procedures

1. Notification of community contact.
2. Weather limit monitoring and compliance.
3. Notification of residents on Clarke Call Notification List.
4. ULV particle size evaluation.
5. Insecticide dosage and quality control analysis.

2015 EMM Payment Total Price for Parts I, II, III, IV \$98,124.00**

Month	2015
May 1 st	\$24,531.00
June 1 st	\$24,531.00
July 1 st	\$24,531.00
August 1 st	\$24,531.00
TOTAL	\$98,124.00

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

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:

Clarke Environmental Mosquito Management
675 Sidwell Court
St. Charles, IL 60174

For the purchase of: Mosquito Control Services for Fiscal Year 2015/ 2016.

At a cost of: \$ 98,124

Reason for the request to waive the bid procedure:

Clarke Mosquito has managed the Mosquito Abatement Program for the City for 28 Years, has provided reliable service, and meet all of the requirements of our specifications. Clarke is also the consultant for the communities surrounding St. Charles, allowing for a comprehensive, proactive group approach to controlling mosquitos.

Other Quotations Received: None

Date: 02/23/2015

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

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



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive the Formal Bid Procedure and Approve a Contract with DuKane Services for Janitorial Services
Presenter:	AJ Reineking

Please check appropriate box:

	Government Operations	X	Government Services 02.23.2015
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$263,103.00	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Dukane Services has provided Janitorial Services for the City of St. Charles for over 20 years. In that time, the service has been excellent. In 2012, staff solicited a Request for Proposal (RFP) for a janitorial services contract. This year ends a three year commitment with Dukane, who submitted the most responsive, responsible proposal. Through the last contract period, Dukane’s staff has been thorough, and their management team has been available and sensitive to the changing needs of the city.

Dukane has proposed to extend their contract for an additional year, maintaining the current rates.

Attachments: *(please list)*

Request for waiving the bid process
 Proposal Letter to Extend Contract

Recommendation / Suggested Action *(briefly explain):*

Recommend to waive the formal bid procedure and approval contract with Dukane Services for Janitorial Services in an amount not to exceed \$263,103.

For office use only:

Agenda Item Number: 5.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:

Dukane Contract Services
1468 Louis Bork Dr.
Batavia, IL 60510

For the purchase of: Janitorial Services

At a cost not to exceed: \$ 263,103.00

Reason for the request to waive the bid procedure: Dukane Services has been the janitorial services contractor for the City of St. Charles for over 20 years. Their staff is stable and familiar with the needs of the city, and their management team is responsive to the demands of all of the end users of the city's facilities. Dukane has proposed to hold their current rate for an additional year.

Other Quotations Received: Zero (0)

Date: 2/23/2015

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.

DuKane
Contract Services, Inc.

January 23, 2015

Mr. AJ Reineking
Public Works Manager
City of St. Charles
Two East Main Street
St. Charles, IL 60174

Dear AJ,

In follow-up to our conversation on Wednesday, I am requesting the City of St. Charles extend our current janitorial contract two additional years to May 1, 2017. For that consideration we will hold our present prices until May 1, 2017. As I had mentioned during our discussion the City of St. Charles has extended our contract numerous times from 1992 until 2009. In 2009 the City of St. Charles put the contract out to bid and again in 2012, DuKane Contract Services was the successful bidder for both bids.

Thank you for your consideration.

Respectfully Yours,



Rodney W. Reams
President / Owner

Cc: T.Brown

1468 Louis Bork Drive
Batavia, IL 60510

p. 630.761.9056
f. 630.761.9332

www.dukaneservices.com



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Bridge Closure Policy

Presenter: Karen Young

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 02.23.2015
<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:

As a result of extreme flooding events that have taken place over the years the City has drafted a Bridge Closure Policy to establish a procedure and set of guideline regarding the monitoring, closure and re-opening of the local roadway bridges (crossing the Fox River). It is noted that the policy is a set of guidelines for Staff to use when making judgments on actions to take or not take and decisions regarding the status of the bridge. Please see attached Bridge Closure policy for details.

Attachments: *(please list)*

City of St. Charles Bridge Closure Policy

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Bridge Closure Policy.

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

City of St. Charles Bridge Closure Policy

Purpose : The City has drafted this policy to establish a procedure and set of guidelines regarding the monitoring, closure and re-opening of the local roadway bridges (crossing the Fox River) as a result of an extreme rainfall event. It is noted that the policy is a set of guidelines for individuals to use when making judgments on actions to take or not take and decisions regarding the status of the bridge.

References : A variety of resources were reviewed in an effort to find a similar written policy regarding bridge closure and monitoring during flood events. A directly comparable policy was not found. However, a similar policy with a focus on scour critical bridges was found in Federal Highway Authority literature and several state DOT's (FHWA Memo dated July 24, 2003 : Compliance with the National Bridge Inspection Standards; Plan of Action for Scour Critical Bridges). The Scour Critical Bridge criteria were used as a guideline in developing the City of St. Charles Bridge Closure Policy hereafter.

Criteria for Determination of Bridge Closure

The following criteria are identified as the primary elements to be evaluated when making a decision to close local roadway bridges crossing the Fox River or to re-open a bridge after it has been closed. The decision to keep the bridge open or closed will be based on a combination of criteria and conditions. In an effort to provide definitive guidelines, we have identified value ranges and a decision flowchart to assist with the decision making process.

- River Stage
- Site Inspection (visually changed condition)
- River Stage Prediction (rising / falling)
- Precipitation (24 – 48 hour forecast)
- Impact on emergency services

River Stage

Perhaps the most critical criteria is the elevation of the river at the upstream face of the bridge. The bearing seat elevation is considered to be the critical elevation relative to river stage. Any water elevation within one foot of the bearing seat should put the City on alert status. If the water is at or above the bearing seat we recommend closure of the local roadway / bridge. Please note the bearing seat is below the low chord elevation however we are concerned with scour / water velocity and debris impact to possibly compromise the condition of the bearings or supporting concrete pier.

Site Inspection

Monitoring bridge condition during a flood event is critical to note any cracking or settlement of walks, railings or pavement on or adjacent to the bridge. The following items should be observed and noted.

- Settling of approach pavement.
- Cracks or movement in joints on the bridge deck, sidewalk and railings.
- Debris jams or ice (extent of debris suspended during event).

- Concrete spalls or obvious cracking.
- Superstructure vibration or movement.
- Upstream and downstream bridge conditions as applicable.

It is imperative that the inspector be familiar with pre-flood conditions and it is preferred that only one inspector be assigned to monitor conditions from the beginning of a flood event to the end. Any observed cracking, spalling or settling should cause immediate closure of the bridge until further inspection can verify the integrity of the structure. Also, excessive debris or ice in the river or structure vibration warrants closure of the bridge.

River Stage Prediction

Whether the river is rising or falling it is important to consider in addition to the water elevation relative to the bearing seats. River stage can be determined from the following web site:

<http://water.weather.gov>.

The Advance Hydrologic Prediction Service indicates current and historic river stage and predicts stage crest during a flood event. This site provides information at Algonquin (upstream) and Montgomery (downstream).

In addition to river levels, operation of the Stratton and Algonquin dams can have an impact on river elevations in St. Charles. These dams are controlled and operated by IDNR. Information regarding the operation including history, operation guide and current status can be found at

<http://www.dnr.illinois.gov/waterresources/pages/strattonlockanddam.aspx>

In addition the USGS [WaterAlert](#) program allows users to subscribe and receive daily or hourly updates about current conditions in rivers utilizing the same Fox River gages noted above. For mobile access, [USGS WaterNow](#) allows users to send an email or text message to WaterNow@usgs.gov containing a USGS current-conditions gaging site number to quickly receive a reply with its most recently logged observation(s).

Precipitation Prediction

In conjunction with the predicted river stage the precipitation forecast is important. It is assumed the City has monitoring resources to obtain precipitation forecast. In general the 24 to 48 hour forecast is the most important to evaluate relative to the river stage prediction noted above. If the river stage is not expected to rise but there is significant rainfall in the forecast consideration for bridge closure should be made. The threshold for 12, 24 and 48 hour rainfall depth is set at the one year recurrence frequency or 2.18, 2.50 and 2.70 inches respectively.

Impact on Emergency Services

Prior to any final decision to close any local roadway / bridge the operating condition of adjacent bridges and roads relative to emergency services need to be considered. Closure of any bridge could have an impact on response time particularly if an adjacent bridge or road is closed due to construction or

weather conditions. It is suggested agreement from police and fire departments be sought prior to any physical closure of any bridge. These departments would not judge if the closure is appropriate based on the standards set herein but is intended to give these departments the ability to “veto” a closure if they have an overriding public safety concern.

Indiana Street Pedestrian Bridge

It is noted that the pedestrian bridge over the Fox River at Indiana Street is a unique situation. The Illinois Street Bridge has bearing seats lower than the Indiana Street pedestrian bridge. Therefore the closure of Illinois Street Bridge shall cause the closure of the Indiana Street pedestrian bridge. Likewise the opening of the Illinois Street Bridge shall cause the opening of the Indiana Street pedestrian bridge.

Bridge Closure / Opening Operational Procedure:

- Prior to a flood event
- During a flood event
- During Bridge Closure
- After the flood event

Prior to monitoring the following is recommended:

- Determine what utilities are attached to the bridge and shutoff procedures to isolate these utilities.
- Create a contact list for private utility companies.
- Assign monitoring responsibilities within PW (primary, secondary, etc.).
- Create a public relations contact list in the event of a closure.

Before a flood event

- Department of Public Works (assign individual) to monitor high water elevations and in particular seek field observation of Fox River elevation relative to low chord and/or bearings for the Illinois Street Bridge.
- No formal documentation required, however, hand written notes are suggested/recommended including dates, times and general observations.
- It is suggested/recommended to look upstream and downstream at adjacent stream conditions and bridges to see if anything unusual is observed.
- The Director of PW is notified when water is within one foot of the beam bearings. The DPW determines if the condition is considered a “flood event”. If so, additional documentation and monitoring is required. See below.

During a flood event

- After the Director of PW reviews the observation and determines the condition a “flood event” the following additional monitoring and documentation is recommended.

- Determine the rainfall forecast and river stage forecast via NOAA Advanced Hydrologic Prediction Service.

<http://water.weather.gov/>

- PW staff performs and documents observations noting time date, elevation reference to bearings and digital photos. Determine trend of river stage (rising / falling). Perform observations twice daily unless rapid changes in elevation are noted then more frequently.
- Notify Emergency personnel (Fire & Police) that the bridge is being monitored with a potential to be closed.
- Verify road closure / detour route signage is available and ready.
- Inspect for and document (See attached form):
 - Settling of approach pavement.
 - Cracks or movement in joints on the bridge deck, sidewalk and railings.
 - Debris jams or ice (extent of debris suspended during event).
 - Concrete spalls or obvious cracking.
 - Superstructure vibration or movement.
 - Upstream and downstream bridge condition.
- If water (turbulent or steady flow) is at the beam bearings and the river is documented to be rising and expected to continue rising or there is a forecast for rain, bridge closure is recommended. The Director of PW should be notified to make a decision on bridge closure.
- Fire and Police should be consulted as well to determine emergency call response concerns with closing the bridge. Inspections should occur every 6 hours at a minimum. The frequency of inspections is a judgment call based on precipitation / river stage forecast and prior observations. Determine construction or other road closures that make the Illinois Street Bridge critical for emergency response.
- If water is above the bearings and near the low chord elevation the bridge should be closed. Fire and Police should be consulted as well to determine emergency call response concerns with closing the bridge. Inspections should occur every 6 hours at a minimum.

During Bridge Closure

- Establish road blocks and detour route. Implement signal modifications (flashing red).
- Execute Public Relations contact procedure notifying:
 - All City Departments and Elected Officials
 - City St. Charles community members
 - Adjacent communities
 - School Districts
 - County and State EMA
 - Media outlets
- Notify utility companies of bridge closure.
- Monitor bridge every 4 hours, noting high water elevation and inspecting for:
 - Settling of approach pavement

- Cracks or movement in joints on the bridge deck, sidewalk and railings.
- Debris jams or ice (extent of debris suspended during event)
- Concrete spalls or obvious cracking.
- Superstructure vibration or movement.
- Upstream and downstream bridge condition.
- Document inspections with written forms and digital photos.
- Identify sources of emergency repair materials (asphalt, concrete, stone).
- When water has receded to the beam bearing elevation and the river stage is falling and expected to continue falling and there is no significant precipitation in the forecast, the bridge shall be inspected one last time and may be opened to traffic / pedestrians as determined by the Director of PW.

After the flood event

- Open road and return signals to normal operation.
- Notify Public utilizing Public Relations contact procedure of opening.
- Review documentation. Gather missing photos, reports, notes.
- Inspecting bridge for:
 - Scour at piers or abutments.
 - Settling of approach pavement.
 - Cracks or movement in joints on the bridge deck, sidewalk and railings.
 - Debris jams or ice (extent of debris suspended during event).
 - Concrete spalls or obvious cracking.
 - Superstructure vibration or movement.
 - Upstream and downstream bridge condition.
- Review this policy for updates and additional detail.

Bridge Inspection Form

Location & Structure #: -

Date: _____ Time: _____ Weather: _____

Inspector: _____

Above

River Stage (based on gage or bearing seat) _____ Ft.

At

Below

Rainfall forecast 24 Hours _____ in. 48 Hours _____ in.

River stage forecast Algonquin _____ Montgomery _____

Visual Observation

A. Settling of approach pavement

Yes No

Comments: _____

B. Cracks or movement in joints on the bridge deck, sidewalk and railings

Yes No

Comments: _____

C. Debris jams or ice (note extent of debris suspended observed)

Yes No

Comments: _____

D. Concrete spalls or concrete cracking

Yes No

Comments: _____

E. Superstructure vibration or movement

Yes No

Comments: _____

F. Unusual upstream or downstream river / bridge condition

Yes No

Comments: _____

- If any box A-F is checked "yes" bridge closure is recommended.

The Director of PW notified PW Director Approved Closure - Yes or No

Fire and Police notified If yes, Public Relations Procedure Enacted

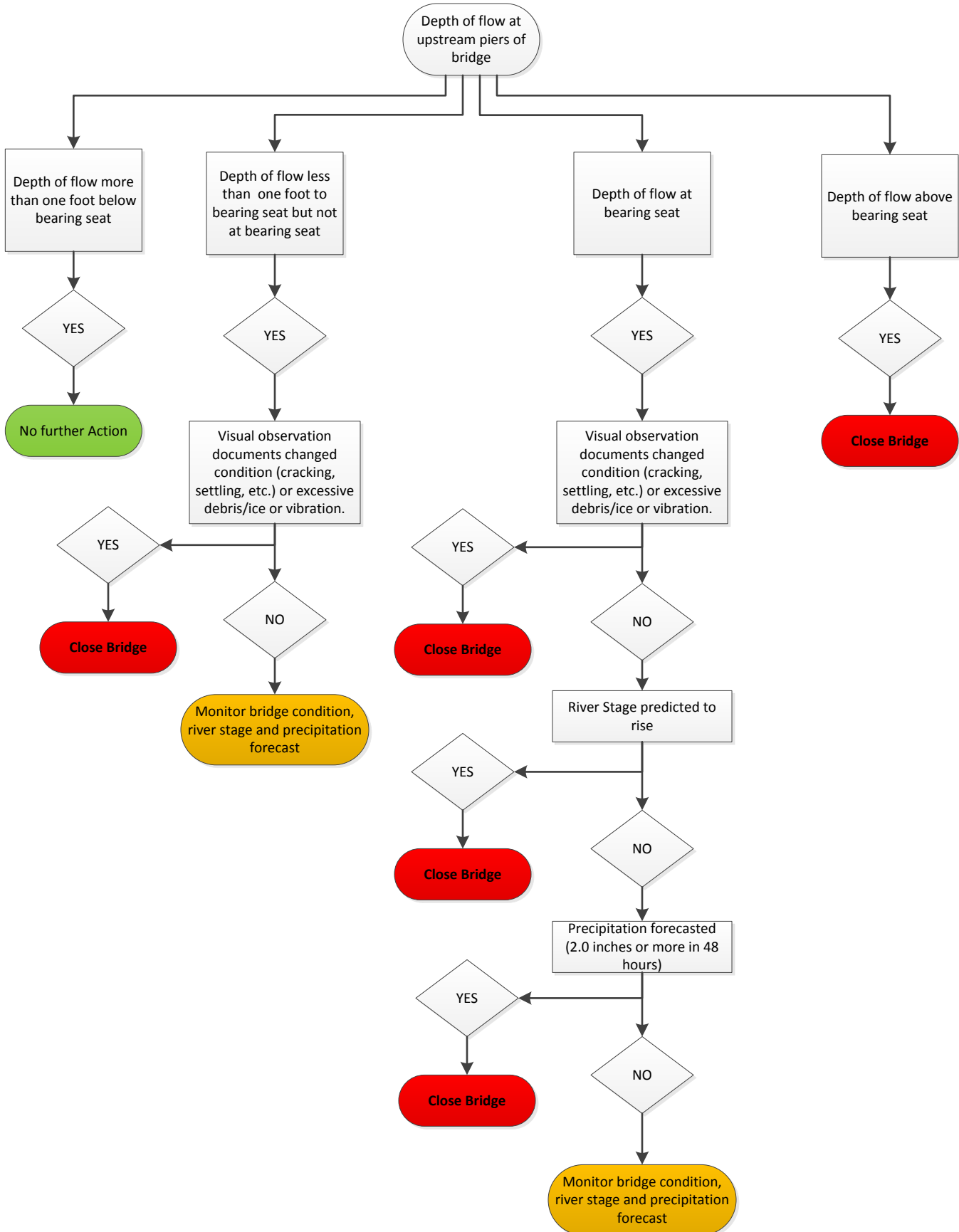
Signage on standby

Photos attached or file location: _____

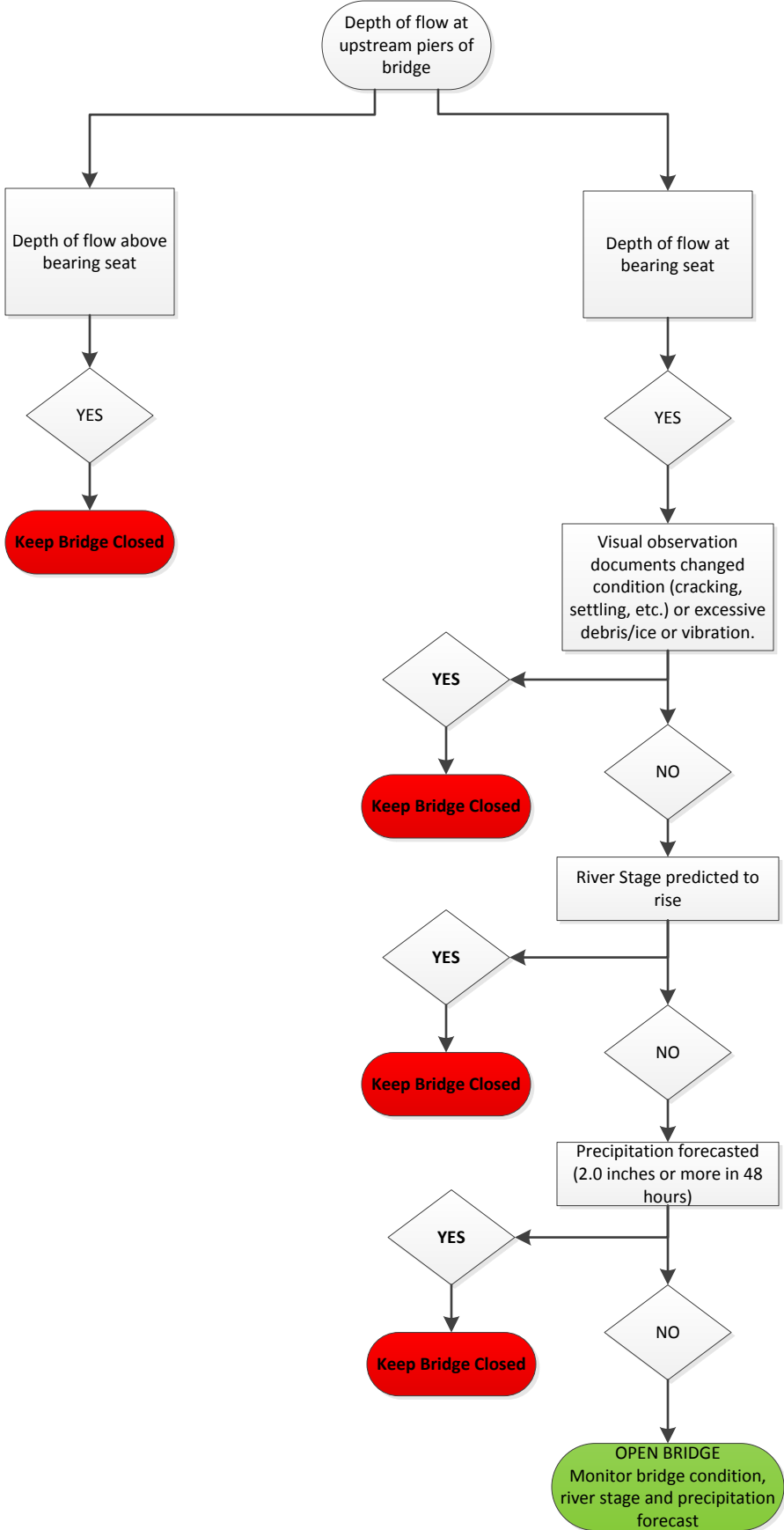
Miscellaneous Comments:

Form Checked By : _____

CITY OF ST. CHARLES BRIDGE CLOSURE DECISION FLOW CHART



CITY OF ST. CHARLES BRIDGE OPENING DECISION FLOW CHART





AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Local Agency Agreement for Federal Participation with IDOT for the Peck Road Resurfacing Project
Presenter:	Karen Young

Please check appropriate box:

Government Operations	<input checked="" type="checkbox"/>	Government Services 02.23.2015
Planning & Development	<input type="checkbox"/>	City Council
Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$758,430 (\$258,430 City Share)	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	
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Executive Summary:

The City received \$500,000 in Local Agency Functional Overlay (LAFO) Federal funding for the resurfacing of Peck Road between IL Route 38 to south of Dean Street. This project will include pavement resurfacing, pavement patching, curb repairs, sidewalk ramp replacement for ADA standards and restoration. This project is currently on the Illinois Department of Transportation April 24, 2015 letting, with construction anticipated to start towards the beginning of July and to be completed by the end of August or beginning of September.

Since this project is partially funded with LAFO Federal Funding the City is required to submit a draft Local Agency Agreement for Federal Participation for the Illinois Department of Transportation's (IDOT) review and approval, with the City executing the final documents approved by IDOT. The Local Agency Agreement for Federal Participation ensures IDOT that the City has sufficient funds set aside to cover the local share of the project costs. Below is a breakdown of the funding for this project:

	LAFO Funding	City Funding	Total Cost
Construction Cost	\$475,000	\$206,500	\$681,500
Construction Engineering	\$25,000	\$51,930	\$76,930
Total Cost	\$500,000	\$258,430	\$758,430


Attachments: *(please list)*

Local Agency Agreement for Federal Participation

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Local Agency Agreement for Federal Participation with IDOT for the Peck Road Resurfacing Project.

<i>For office use only:</i>	<i>Agenda Item Number: 5.g</i>
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 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency City of St. Charles	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 14-00105-00-RS	Fund Type STU	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
c-01-077-15	m-4003(404)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Peck Road Route FAU 3890 Length 1.33 mi
 Termini IL Route 38 to City Limits south of Dean Street

Current Jurisdiction Local TIP Number _____ Existing Structure No N/A

Project Description

Hot-mix asphalt surface removal, leveling binder, hot-mix asphalt surface course, Class D patches, sidewalk replacement, curb and gutter replacement, thermoplastic pavement marking and all incidental and collateral work necessary to complete the improvement.

Division of Cost

Type of Work	STU	%	%	LA	%	Total
Participating Construction	475,000	(*)	()	206,500	()	681,500
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	25,000	(*)	()	51,930	()	76,930
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials		()	()		()	
TOTAL	\$ 500,000			\$ 258,430		\$ 758,430

*Maximum FHWA (STU) participation 75% not to exceed \$500,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement. The **LA** will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LA**, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – Local Appropriation Resolution.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Raymond Rogina

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6006090 conducting business as a Governmental
Entity.

DUNS Number 074579608

APPROVED

State of Illinois
Department of Transportation

Erica J. Borggren, Acting Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Construction Engineering Services Agreement with Wills Burke Kelsey Associates for the Peck Road Resurfacing Project
Presenter:	Karen Young

Please check appropriate box:

	Government Operations	<input checked="" type="checkbox"/>	Government Services 02.23.2015
	Planning & Development		City Council

Estimated Cost:	\$76,929.96 (City Share \$51,929.96)	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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Executive Summary:

The Peck Road Resurfacing project includes consultant services for Construction Engineering. Staff selected Wills Burke Kelsey Associated to submit a request for proposal for this project and negotiated a fee for this work in the amount of \$76,929.96. Staff worked with Wills Burke Kelsey Associates on the recent Tyler Road Resurfacing Project, which was also funded with Local Agency Functional Overlay (LAFO) federal funding.

The breakdown of funding for this project will be as follows:

LAFO Grant	\$25,000.00
<u>City Share</u>	<u>\$51,929.96</u>
Total Cost	\$76,929.96

Since this project is partially funded with LAFO Federal Funding the City is required to submit a draft agreement for the Illinois Department of Transportation's (IDOT) review and approval, with the City executing the final documents approved by IDOT.

Attachments: *(please list)*

Construction Engineering Services Agreement for Federal Participation with Wills Burke Kelsey Associates for the Peck Road Resurfacing Project

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Construction Engineering Services Agreement for Federal Participation in the amount of \$76,929.96 with Wills Burke Kelsey Associates for the Peck Road Resurfacing Project.

<i>For office use only:</i>	<i>Agenda Item Number: 5.h</i>
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February 9, 2015

Karen Young
Assistant Director of Public Works – Engineering
City of St. Charles
2 E. Main Street
St. Charles, IL 60174

Re: Request for Proposal
City of St. Charles Peck Road Resurfacing Phase 3 Engineering Services

Dear Ms. Young:

Wills Burke Kelsey Associates, Ltd. (WBK) is pleased to provide the City of St. Charles with our proposal for Professional Services for the City of St. Charles Peck Road Resurfacing Phase 3 Engineering Services project. We have carefully reviewed the requirements of the Request for Proposal and are submitting all requested information.

We understand the City is seeking qualifications and a fee proposal for professional engineering services to provide Phase III services for the completion of resurfacing of Peck Road from IL Route 38 to south of Dean Street to be performed by a Resident Engineer with at least 10 years of experience with federally funded roadway resurfacing projects. Our team on this project will be:

Project Principal:	Greg Chismark, P.E.
Project Manager:	Vince Di Prima, P.E., CPESC
Resident Engineer:	Christopher Brazas, P.E.

Collectively we have provided construction observation services on numerous similar projects throughout our careers for a variety of municipalities. Resident Engineer Christopher Brazas joins WBK beginning March 2nd, bringing with him 30 years of experience working for the Illinois Department of Transportation. As a firm, we will bring our demonstrated technical capabilities, timely performance, responsiveness and attention to detail to this project just as we have for done for other City of St. Charles projects. We are confident that the demonstrated experience of our team, the resources of our company, and our determination to provide quality service will result in a successful resurfacing project for the City of St. Charles.

We are very excited to continue our relationship with the City of St. Charles. We would be honored to serve as your partner, working together to improve and rebuild the infrastructure within your community. If you have any questions or require any additional information, please contact us at 630-443-7755. Thank you for your consideration of our firm.

Sincerely,

Greg Chismark, P.E.
Executive Vice President

Vince Di Prima, P.E., CPESC
Project Manager

Local Agency	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant
City of St. Charles				Wills Burke Kelsey Associates
County Kane				Address 116 W Main Street, Suite 201
Section 14-00105-00-RS				City St. Charles
Project No. M-4003(404)				State Illinois
Job No. C-91-077-15	Zip Code 60174			
Contact Name/Phone/E-mail Address Karen Young kryoung@stcharlesil.gov	Contact Name/Phone/E-mail Address Vince Di Prima (630) 443-7755 vdiprima@wbkengineering.com			

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Peck Road Resurfacing (LAFO) Route FAU 3890 Length 1.33 mi Structure No. _____

Termini IL Route 38 to 950 feet south of Dean Street

Description: Work includes hot-mix surface removal, resurfacing, curb repair, sidewalk repair, pavement patching and pavement marking

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Wills Burke Kelsey Associates	36-4251536	\$71,914.96

Sub-Consultants:	TIN Number	Agreement Amount
Testing Service Corporation, Inc.	35-0937582	\$5,015.00
Sub-Consultant Total:		\$5,015.00
Prime Consultant Total:		\$71,914.96
Total for all Work:		\$76,929.96

Executed by the LA:

_____ (Municipality/Township/County)

ATTEST:


By: _____
 _____ Clerk

By: _____
 Title: _____

(SEAL)

Executed by the ENGINEER:

Wills Burke Kelsey Associates

ATTEST: 
 By: _____
 Title: Executive Vice President


By: 
 Title: President

EXHIBIT A - PHASE III ENGINEERING SERVICES

Peck Road Resurfacing (LAFO)

Peck Road

Route FAU 3890
 Local Agency City of St. Charles
 Section 14-00105-00-RS
 Project M-4003(404)
 Job No. C-91-077-15
 Existing Structure No. 0

*Firm's **approved rates** on file with IDOT's Bureau of Accounting and Auditing:

Overhead Rate (OH)	149.09 %
Complexity Factor (R)	0.000
Calendar Days	540

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specified Rate (0.37 + R) DL
- Lump Sum

Date: 2/6/2015

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1	Early Coordination and Data Collection					\$ -	\$ 28.75	\$4.17	\$32.92
	Engineer IV	8.0	\$50.36	\$402.88	\$600.65			\$145.51	\$1,149.04
	Engineer III	1.0	\$40.43	\$40.43	\$60.28			\$14.60	\$115.31
2	Construction Layout and Verification Of Quantities					\$ -	\$ -	\$0.00	\$0.00
	Engineer IV	12.0	\$50.36	\$604.32	\$900.98			\$218.27	\$1,723.57
3	Utility Coordination and Conflict Resolution					\$ -	\$ -	\$0.00	\$0.00
	Engineer IV	3.0	\$50.36	\$151.08	\$225.25			\$54.57	\$430.90
4	Resident Engineering Services					\$ -	\$ 1,400.00	\$203.00	\$1,603.00
	Engineer IV	432.0	\$50.36	\$21,755.52	\$32,435.30			\$7,857.67	\$62,048.49
	Engineer III	7.0	\$40.43	\$283.01	\$421.94			\$102.22	\$807.17
5	Meetings and Coordination					\$ -	\$ 28.75	\$4.17	\$32.92
	Engineer IV	20.0	\$50.36	\$1,007.20	\$1,501.63			\$363.78	\$2,872.61
6	Material Testing/Inspection/Certification/Closeout					\$ 5,015.00	\$ -	\$0.00	\$5,015.00
	Engineer IV	1.0	\$50.36	\$50.36	\$75.08			\$18.19	\$143.63
7	Administration/ Management					\$ -	\$ 28.75	\$4.17	\$32.92
	Engineer III	8.0	\$40.43	\$323.44	\$482.22			\$116.82	\$922.48
Totals		492.0		\$ 24,618.24	\$ 36,703.33	\$ 5,015.00	\$ 1,486.25	\$ 9,107.14	\$ 76,929.96

Route FAU 3890
 Local Agency City of St. Charles
 Section 14-00105-00-RS
 Project M-4003(404)
 Job No. C-91-077-15
 Existing Structure M-4003(404)

**WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 EXHIBIT A - PHASE III ENGINEERING SERVICES
 Peck Road Resurfacing (LAFO)**

Description	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Sub-Consultant Costs	In House Direct Costs
1 Early Coordination and Data Collection								
1.1 Preliminary Conference			1	1				
1.2 Review Plans and Specifications			4					
1.3 Pre-construction set-up, File setup, Job Box, Field Book, Electronic Files			2					
1.4 Initial Field Visit (Contractor Walk Through)			1					
SUB-TOTAL	9.0		8.0	1.0			\$ -	\$ 28.75
PERCENT			89%	11%				
2 Construction Layout and Verification Of Quantities								
2.1 Survey Coordination			2					
2.2 Pavement Patching Limits			6					
2.3 Field Measurements and Quantity Verification			4					
SUB-TOTAL	12.0		12.0				\$ -	\$ -
PERCENT			100%					
3 Utility Coordination and Conflict Resolution								
3.1 Field Locate and Verify Utilities			1					
3.2 Coordinate with Utilities to Resolve Conflicts			2					
SUB-TOTAL	3.0		3.0				\$ -	\$ -
PERCENT			100%					
4 Resident Engineering Services								
4.1 Construction Observation			300					
4.2 Construction Documentation (IDR, Field Book, Letters, Memos, etc)			35					
4.3 Resident Engineering Coordination				7				
4.4 Field Measurements (non-instrument field staff)			35					
4.5 Change Orders			8					
4.6 Pay Estimates			12					
4.7 Final Quantity Determination			4					
4.8 Final Inspection			4					
4.9 Final Papers			12					
4.10 Traffic Control Inspections			7					
4.11 Weekly Reports to IDOT			7					
4.12 Punchlist and Closure			8					
SUB-TOTAL	439.0		432.0	7.0			\$ -	\$ 1,400.00
PERCENT			98%	2%				
5 Meetings and Coordination								
5.1 IDOT Preconstruction Meeting (1 Meeting)			4					
5.2 Weekly Contractor Coordination Meetings (Assume 8 Meetings-0.5 hrs/mtg)			4					
5.3 Local Agency Meetings (Assume 1 Meetings-2hrs/mtg)			2					
5.4 Special Utility Coordination Meeting (Assume 1 Meeting)			1					
5.5 IDOT Documentation Audits and Resolutions (Assume 2 Meetings-2hrs/mtg)			4					
5.6 Prepare Meeting Minutes and Technical Memos (Assume 10 Meetings-0.5 hr/mtg)			5					
SUB-TOTAL	20.0		20.0				\$ -	\$ 28.75
PERCENT			100%					
6 Material Testing/Inspection/Certification/Closeout								
6.1 Coordination Testing Subconsultant for QA Testing			1					
6.2 QA Testing Per IDOT Requirements (Testing Service Corporation)							\$ 5,015.00	
SUB-TOTAL	1.0		1.0				\$ 5,015.00	\$ -
PERCENT			100%					
7 Administration/ Management								
7.1 Project Administrative Set-up				1				
7.2 Scope of Work Reviews & Schedule Monitoring				1				
7.3 Budget Control & Manpower planning				2				
7.4 Project team meetings (internal)				2				
7.5 Contract Administration				1				
7.6 General Administration				1				
SUB-TOTAL	8.0			8.0			\$ -	\$ 28.75
PERCENT				100%				
TOTALS	492.0		476.0	16.0			\$ 5,015.00	\$ 1,486.25
PERCENT			97%	3%				



Local Agency: City of St. Charles, Kane County, Illinois
Location: Peck Road – IL Route 38 to 950 feet south of Dean Street
Section No.: 14-00104-00-RS
Project No.: M-4003(404)
Job No.: C-91-077-15
Type of Funding: LAFO
Existing Structure No.: N/A

Scope of Service

PHASE III ENGINEERING SERVICES FOR THE PECK ROAD RESURFACING (LAFO)

The City of St. Charles, Illinois has initiated a project requiring professional engineering services by Wills Burke Kelsey Associates (WBK) for the performance of Phase III (Construction) Engineering for improvements on Peck Road from IL Route 38 to 950 feet south of Dean Street.

The following scope has been prepared based on the City of St. Charles and Illinois Department of Transportation policies and procedures for construction supervision and documentation.

UNDERSTANDING OF THE PROJECT

Proposed Work. The project will include the resurfacing of existing Peck Road from IL Route 38 to 950 feet south of Dean Street, a distance of approximately 1.33 miles. The work will include hot-mix asphalt surface removal and resurfacing, curb repair, sidewalk repair, pavement patching and pavement marking.

Contract Duration. This project is scheduled to be on the April 24, 2015 letting with an anticipated construction start around June 15, 2015. The contract construction duration is estimated to be 35 working days.

Labor Force for Construction Year 2015. For estimating purposes, we are assuming that the Contractor will start work on June 15, 2015 and generally work a six-day work week (Mon.-Sat.) with overtime on those days June 15, 2015 through August 3, 2015 (9 hour work days excluding Sunday or holidays). It is assumed that the construction will be substantially completed including punch list on or before August 3, 2015 and final documentation and closeout with IDOT on or before November 13, 2015. It is assumed the entire project duration will be staffed with one (1) full time field personnel consisting of the Resident Engineer and part-time supplemental supporting staff (i.e.: Field Technician, Administration/Clerical, etc.).

General Requirements. None of the services to be furnished shall be sublet, assigned, or transferred to any other party or parties without the written consent of the City. The consent to

sublet, assign or otherwise transfer any portion of the services to be furnished shall not be construed to relieve the consultant of any responsibility for the fulfillment of this agreement.

The consultant shall submit invoices, based on the consultant's progress reports, to the City no more than once a month for partial payment on account for the consultants work completed to date. Such invoices shall represent the value, to the City of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

Summary. The Scope of Services for the Phase III Engineering involves a comprehensive effort to provide field inspection to assure the project completion is in accordance with the contract documents and plans. Included in this Phase III scope will be Quality Assurance Testing of materials, field inspection and documentation of work and quantities, Contractor coordination, preparation and submittal of cost estimates and change orders, final processing and documentation of measured quantities.

TASK I – EARLY COORDINATION AND DATA COLLECTION

Preliminary Conference. Meet with City of St. Charles Staff to discuss the goals and objectives of the project.

Review of Existing Data. Resident Engineer will review of plans, specifications, and contract documents.

Project Set-up. Pre-construction set-up, which includes file and document organization, prepare hard and electronic files such as pay request, IDR, weekly report, change order, traffic control, material inspection, quantity documentation and erosion control report forms and other files and forms required by the City of St. Charles and IDOT.

Contractor Walk Through. Attend a site visit and walk through with the Contractor to review all existing conditions.

TASK II - CONSTRUCTION LAYOUT AND VERIFICATION OF QUANTITIES

Survey Coordination. Coordinate the marking of street centerline stationing and marking of the removal limits for sidewalk, curb and driveways by City of St. Charles personnel.

Pavement Patching Limits. The Resident shall determine and mark the location of pavement patches and shall coordinate with the City of St. Charles for approval of the pavement patching locations. The Resident shall document the patching limits in a field book.

Field Measurements and Quantity Verification. The Resident and/or the staff shall use standard survey methods and measuring techniques in the preparation of quantity verification, which will include, but not limited to, taping lineal foot items such as curbs, area measurement such as pavement patching and sidewalk and pavements and weight measures such as hot-mix asphalt. These measurements are required as part of the IDOT documentation process for final payment.

TASK III - UTILITY COORDINATION AND CONFLICT RESOLUTION

Verify Utilities. The Resident Engineer will be responsible for reviewing the utility locates and verifying the locations to the plans prior to the start of the construction.

Coordination with Utility Companies. Although the Resident Engineer is not responsible for the utilities, the Resident Engineer will assist the Contractor and the City of St. Charles in the coordination of utility conflicts, adjustments, and relocations.

TASK IV - RESIDENT ENGINEERING SERVICES

Wills Burke Kelsey Associates will provide Resident Engineering personnel to perform continuous construction observation of the Contractor's operations for compliance with the plans, specifications, and contract documents.

Resident Engineer. The Resident Engineer will be responsible for observing the project, managing the support staff and the following contractual items of work:

- Complete all documentation required by IDOT Policy.
- Assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.
- Direct client contact on project related issues.
- Observe and document traffic control.
- Observe daily construction observation for compliance to the plans and specifications.
- Coordinate daily with Contractor on work and schedule.
- Manage and quality control of construction engineering staff.
- Maintain daily record of Contractor's activities.
- Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports.
- Prepare and submit all partial and final material documentation in accordance with IDOT MISTIC system.
- Conduct project meetings (as required).
- Evaluate and provide engineering solutions to solve construction conflicts.
- Punchlist and closure.
- Final documentation, IDOT audit and project closeout with the City of St. Charles and IDOT.
- Coordinate all sub-consultant activities.
- Maintain project status to the City which may be included on the City's website.
- Maintain a daily record of the Contractor's activities throughout construction including sufficient information to permit verification of the nature and costs of changes in plans and authorized extra work.
- Engineering services shall include all equipment, instruments, supplies, transportation, and personnel required to perform the duties of the resident engineer.
- Furnish the services herein within twenty-four hours of notification by the City or authorized representative.
- Attend meetings and visit the site at any reasonable time when requested to do so by representatives of the City or IDOT.
- Inspect, document, and inform the City of the adequacy of the establishment and maintenance of the traffic control.

Staff Engineer, Inspector, Technician, and Clerk. This estimate assumes that a staff engineer, inspector, technician or a clerk may be required part time to assist the Resident Engineer in the field and in the office with the following contractual items of work:

- Support Resident Engineer in daily tasks.
- Provide construction observation and inspection activities.
- Measurement and computation of pay items and quantities.
- Typing and distribution of meeting minutes, reports and change orders.

TASK V - MEETINGS AND COORDINATION

Pre-Construction Meeting. Prior to the start of construction, it is assumed that IDOT will arrange a pre-construction meeting. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and City of St. Charles staff shall be requested to attend. The Resident Engineer shall be required to provide agenda, attend the meeting, and take meeting minutes to be submitted to IDOT and the City of St. Charles with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference. (Assume 1 meeting)

Weekly Construction Meetings. Weekly coordination meetings shall be scheduled and coordinated by the Resident Engineer. These meetings shall be for the purpose of coordinating construction activities for the upcoming week, and any other important issues that may arise. (Assume 7 meetings)

Local Agency Information Meetings. Local Agency meetings including businesses, residents and interested groups will be coordinated by the Resident Engineer. These meetings shall be for providing information related to construction issues, budget, scheduling, and other important issues that may arise regarding work within the project limits. These meetings will be held on an as need basis. (Assume 1 meetings)

Utility Coordination Meeting. Utility coordination meeting shall be scheduled and coordinated by the Resident Engineer. This meeting shall be for coordinating the scheduling of construction activities in conjunction with utility relocates and adjustments. The meetings may be required when conflict between the utility and the proposed improvement require cooperative effort and alternative engineering design and plan revisions. (Assume 1 meeting)

IDOT Audits. These meetings are required and scheduled by IDOT. The meeting is required by IDOT to periodically review contract documents and material certifications for completeness in accordance with IDOT policies. The Resident Engineer will be required to attend the audits and provide corrections to all deficiencies (Assume 2 meetings).

Meeting Minutes. The Resident Engineer shall be required to attend, run, and provide meeting minutes to be submitted to the City of St. Charles, IDOT, and/or other agencies in attendance no later than 7 days after the date of the coordination meeting. (Assume 10 meetings)

TASK VI – MATERIAL TESTING/INSPECTION/CERTIFICATION/CLOSEOUT

The Contractor will be required to provide the Quality Control (QC) testing required by the plans and specifications. The Phase III Engineering Services will be required to provide the subsequent Quality Assurance (QA) testing. The testing requirements and frequency of testing will be as required and outlined in the IDOT Manual for Materials Testing Inspection and Procedures.

Quality Assurance Testing. An outside geotechnical/testing firm will be utilized to provide the Quality Assurance testing required by IDOT and will be responsible for, but not limited to, the following contractual items of work:

- Concrete field and plant inspections that include: testing of concrete mixtures and completion/ submission of reports needed, transporting and testing of concrete cylinders and reporting results.
- HMA field and plant inspections that include: testing of hot mix asphalt mixtures and completion/ submission of reports needed reporting results.
- Aggregate and subgrade soils sampling and testing.
- Quality assurance of materials and enforcement of the contract provisions through the Resident Engineer.
- Preparation and submittal of material records, documentation and reports as needed.

The man-hour estimate includes hours to schedule and coordinate the geotechnical work and field activities. Testing Service Corporation will perform the Quality Assurance testing. The complete Scope of Services is included in the attached Testing Service Corporation proposal for material engineering services.

The review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

TASK VII - PROJECT ADMINISTRATION/MANAGEMENT

An individual with extensive engineering design and construction experience will be assigned the dual role of Project Manager / Project Engineer. This individual will be responsible for the following contractual items of work:

- Ongoing consultation with project staff.
- Quality assurance of field-testing of materials.
- Quality assurances of construction work in progress and the enforcement of the contract provisions.
- Quality assurance of all project reports, pay estimates, change orders, records, documentation, and reports.
- Attend conferences and job site meetings as needed.
- Occasional job site visits.
- Project closeout review and guidance.
- Provide guidance and resolution to construction issues.

February 6, 2015



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Mr. Greg Chismark
Wills Burke Kelsey Associates, Ltd.
116 West Main Street, Suite 201
St. Charles, Illinois 60174-1854

RE: P.N. 54,222
Construction Material Engineering
Peck Road - FAU 3890
Route 38 to Dean Street
St. Charles, Illinois

Dear Mr. Chismark:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Wills Burke Kelsey Associates, Ltd.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
 - Perform laboratory compaction curve for each soil type used.
 - Determine density and thickness for core samples submitted by contractor.
 - Aggregate gradation and soundness analysis.
 - Perform compressive and flexural strength tests for concrete cylinders and beams.
 - Other tests, as required.

- **QA Manager Services**

- Review test results performed by our technicians in accordance with IDOT specification
- Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes
- Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Five Thousand Fifteen Dollars (\$5,015.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Wills Burke Kelsey Associates, Ltd. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2015.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Greg Chismark
Wills Burke Kelsey Associates, Ltd.
116 West Main Street, Suite 201
St. Charles, Illinois 60174-1854
Tel: (630) 443-7755
Fax: (630) 443-0533
email: GChismark@wbkengineering.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Wills Burke Kelsey Associates, Ltd.
P.N. 54,222 - February 6, 2015

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Jeffrey R. Schmitz, P.E.
Civil Engineer

JRS:tlv

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

- | | | |
|------------------------------------|-----------|-----------|
| A. Material Tester I | Per Hour: | \$ 109.50 |
| B. Material Tester II | Per Hour: | \$ 112.50 |
| C. IDOT QC/QA Level III BIT or PCC | Per Hour: | \$ 112.50 |

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday . Increase hourly rate by 1.8 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

- | | | |
|--|-----------|----------|
| D. Transportation, Light Vehicle | Per Mile: | \$ 0.60 |
| E. Use of Nuclear Moisture/Density Gauge | Per Day: | \$ 35.00 |
| F. Pickup Concrete Test Samples | Per Trip: | \$ 60.00 |

ITEM II LABORATORY SERVICES

A. Soils

- | | | |
|--|-------|-----------|
| 1. Compaction Curve to establish the maximum dry unit weight and optimum water content | | |
| a. Modified (AASHTO T180, ASTM D1557) | Each: | \$ 190.00 |
| b. Standard(AASHTO T99, ASTM D698) | Each: | \$ 180.00 |
| c. Add for Methods B, C, or D | Each: | \$ 15.00 |
| 2. Thin-Walled Tube Samples | | |
| a. Combined Water Content & Dry Unit Weight Determination | Each: | \$ 18.00 |
| b. Unconfined Compressive Strength | Each: | \$ 12.00 |

B. Portland Cement Concrete/Aggregates

- | | | |
|--|-------|----------|
| 1. Concrete Test Cylinders (6"x12") | | |
| a. Compressive Strength | Each: | \$ 16.25 |
| b. Spares/Handling Charge | Each: | \$ 16.25 |
| c. Trim End of Specimen When Necessary | Each: | \$ 20.00 |

- 2. Concrete Test Cylinders (4"x8")
 - a. Compressive Strength Each: \$ 16.25
 - b. Spares/Handling Charge Each: \$ 15.50
 - c. Trim End of Specimen When Necessary Each: \$ 20.00

- 3. Sieve Analysis
 - a. Unwashed Each: \$ 68.50
 - b. Washed Each: \$ 90.00

C. Bituminous Concrete

- 1. Extraction Analysis
 - a. Unwashed Each: \$ 185.00
 - b. Washed Each: \$ 205.00

- 2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test Set of Two \$ 185.00

- 3. Theoretical Maximum Specific Gravity of Paving Mixture Each: \$ 90.00

- 4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods: Each: \$ 650.00

- 5. Determining Asphalt Content by Ignition Oven: Each: \$ 100.00

- 6. Determining Asphalt Content by Ignition Oven and Washed Gradation: Each: \$ 175.00

- 7. Bulk Density of Core Specimens Each: \$ 40.00

ITEM III CONSULTATION AND REPORT PREPARATION

- A. Registered Professional Engineer, Principal Per Hour: \$ 175.00

- B. Registered Professional Engineer Per Hour: \$ 160.00

- C. Graduate Civil Engineer Per Hour: \$ 120.00

- D. Transportation
 - 1. Light Vehicle Per Mile: \$ 0.60
 - 2. Public Transportation Cost + 10%

The above rates are valid through December 31, 2015.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by Wills Burke Kelsey Associates, Ltd. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Earth Excavation/Aggregate Base Course/Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		15.00	\$ 0.00
6	Laboratory Compaction Curve (Standard)	Each		180.00	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Portland Cement Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Concrete Test Cylinders (6"x 12")	Each		16.25	\$ 0.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
8	Sieve Analysis with #200 Wash	Each		90.00	\$ 0.00
9	Density of Core Sample	Each		40.00	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	8.0	109.50	\$ 876.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	80	0.60	\$ 48.00
4	Pickup Test Samples	Each	2	60.00	\$ 120.00
5	Concrete Test Cylinders (6"x 12")	Each	8	16.25	\$ 130.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 1,174.00

Estimate Basis: Two site visits to test and sample concrete placed for sidewalks and combination curb and gutter.

Bituminous Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Theoretical Maximum Specific Gravity of Paving Mixture	Each		90.00	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	28.0	109.50	\$ 3,066.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	200	0.60	\$ 120.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	5	35.00	\$ 175.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Density of Core Sample	Each		40.00	\$ 0.00
Sub-Total:					\$ 3,361.00

Estimate Basis: Five site visits to monitor the compaction of HMA mixes placed for the test strips (2 trips) , leveling binder course (1 trip) and surface course (2 trips).

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	4	120.00	\$ 480.00
2	QA Manager	Hour	0	100.00	\$ 0.00
Sub-Total:					\$ 480.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 5,015.00
RECOMMENDED BUDGET: \$ 5,015.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 22, 2014

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

P. J. Fitzpatrick
WILLS, BURKE, KELSEY ASSOC., LTD.
116 W. Main Street
Suite 201
St. Charles, IL 60174

Dear P. J. Fitzpatrick,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2013. Your firm's total annual transportation fee capacity will be \$12,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling **149.09%** are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2014. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
John Baranzelli
Acting Bureau Chief
Bureau of Design & Environment

SEFC PREQUALIFICATIONS FOR WILLS, BURKE, KELSEY ASSOC., LTD.

CATEGORY	STATUS
Special Services - Construction Inspection	X
Special Services - Landscape Architecture	X
Structures - Highway: Simple	X
Highways - Roads and Streets	X
Hydraulic Reports - Waterways: Typical	X
Location Design Studies - Rehabilitation	X
Structures - Highway: Typical	X
Special Services - Surveying	X
Special Studies - Traffic Studies	X
Special Studies - Feasibility	X
Location Design Studies - New Construction/Major Reconstruction	X
Structures - Highway: Advanced Typical	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Studies - Location Drainage	X
Highways - Freeways	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Traffic Signals	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Consulting Services with Wills Burke Kelsey Associates for River Wall Replacement Concepts
Presenter:	Karen Young

Please check appropriate box:

	Government Operations	X	Government Services 02.23.2015
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$40,800	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:
 There are funds available in the FY 14/15 budget from the Illinois Bridge Repair project.

Executive Summary:

The existing river wall and adjacent walkway along the east bank of the Fox River from the Municipal Center to Pottawatomie Park is starting to show signs of deterioration. In an effort to prepare for future repairs or replacement staff is recommending an analysis be performed along this section of the river wall to determine the best long term approach. The scope of work proposed includes evaluation of the existing river wall and available data, development of three alternates, cost estimates, coordination with permitting agencies on concepts and presentations.

As part of the construction of the Municipal Center Parking Lot Project, Wills Burke Kelsey Associates observed the existing condition of the wall while the utility work took place in this area. City Staff and WBK worked together to investigate the isolated area of the wall that was exposed and determined that future repairs to the wall and walkway need to be evaluated.

Attachments: *(please list)*

Proposal for Professional Engineering Services (Wills Burke Kelsey Associates)

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Consulting Services with Wills Burke Kelsey Associates for River Wall Replacement Concepts in the amount of \$40,800.

<i>For office use only:</i>	<i>Agenda Item Number: 5.i</i>
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116 West Main Street, Suite 201
St. Charles, Illinois 60174
Phone: 630.443.7755
Fax: 630.443.0533
www.wbkengineering.com

WILLS BURKE KELSEY ASSOCIATES

February 6, 2015

Ms. Karen Young P.E.
Assistant Director of Public Works
City of St. Charles
200 Devereaux Way
St. Charles, IL 60174

Subject: Proposal for Professional Engineering Services
St. Charles Municipal Center Riverwall Evaluation (East Bank)

Dear Ms. Young:

Wills Burke Kelsey Associates, Ltd. ("WBK") is pleased to provide this proposal for Engineering Services related to the preparation of an engineering and construction analysis for rehabilitation or replacement of the riverwall along the east bank of the Fox River from the Municipal Center to the Pottawatomie Park. Included below is our understanding of the assignment, scope of services, and estimate of fee.

UNDERSTANDING OF THE ASSIGNMENT

A reinforced concrete wall forms the east bank of the Fox River from the dam at the Municipal Center building to Pottawatomie Park to the north. The wall was constructed in at least five phases with the last phase completed in 1987. Deterioration has been observed in the southernmost section from the Police Department fishing platform to the dam. Excavation behind the wall did not detect a significant footing or shallow bedrock. Rehabilitation of the observable deteriorated sections may not be the best long term approach for the City; therefore, replacement of the wall may be the best solution.

Accordingly, the City has requested an alternatives analysis for replacement of the retaining wall. This includes an evaluation of the structural wall types, floodplain / floodway impacts, permit requirements, construction staging, costs and potential phasing of the project.

SCOPE OF SERVICES

Task 1 – Field Survey, Data Review and Geotechnical Review: WBK will perform a field inspection of the riverwall and fishing platforms to determine the exact limits of evaluation and to determine if fishing platforms will be included in the scope of this

study. WBK will formally document the inspection with a written report and photos. The inspection will include a land side and water side evaluation of the existing riverwall. WBK will procure any and all documents from the City regarding the riverwall, fishing platforms and utilities. We will review documents to determine structural components and construction types. WBK will also review the geotechnical investigation provided by the City to determine bedrock depth and quality. The deliverable of this task is a summary report of findings and determination of existing conditions. The summary report will be included in the final report of Task 3.

Task 2 – Alternatives Development: WBK will consider all reasonable alternatives for replacement of the riverwall. We will identify up to a maximum of three alternatives that are optimal considering costs and site constraints. Alternatives include but are not limited to:

- Cast in place reinforced concrete cantilever retaining wall on spread footing
- Driven or drilled soldier pile supported wall
- Sheet pile retaining wall

These alternatives will be evaluated from the following perspectives:

- Structural Adequacy
- Floodplain / floodway impacts
- Natural Resource Impacts
- Constructability, Cost efficiency, Phasing
- Land side impacts / improvements

The alternates selected will be documented in a series of exhibits including a plan view, cross sections and report narrative. These alternatives are conceptual only and additional evaluation prior to final design and construction is required. We will also prepare exhibits that are of interest to resource agencies and local interests identified in Task 4.

Task 3 – Cost Estimate & Summary Report: WBK will prepare cost estimates for the alternatives identified in Task 2. The cost estimate will include staging, dewatering, treatment and potential phasing of the project. The estimate of cost is conceptual only and will include a contingency. The estimate will include design and construction management costs and identify any other costs necessary for a comprehensive budget amount.

WBK will prepare a report to summarize our findings in the analysis of probable costs for the alternatives in Task 2. This report will include an existing conditions report, present our methodology for evaluation and selected alternatives. We will also include a project schedule with the estimates of cost. Finally we will include possible mechanisms for funding of riverwall replacement. The report will provide a summary with recommendations.

Task 4 – Meetings and Coordination: It is anticipated that a significant challenge of the project will be the response from resource agency to riverwall replacement. WBK will coordinate concepts developed with appropriate resource agencies including the USACE, IDNR and KCSWCD. Upon completion of Task 3 the concepts will be forwarded to all identified resource agencies for comment and information. In addition, WBK understands the river walk is significant to local interests including the City, Downtown Partnership and River Corridor Foundation. We anticipate creation of exhibits for presentation to these groups, WBK's involvement at local interest meetings is limited to 4 hours.

SUPPLEMENTAL SERVICES

We have provided scope of services based on project needs at this point in time. In doing so, we have made some assumptions which will need to be verified during the evaluation process. Any findings which are not consistent with our assumptions may change the engineering budget for this project. We will thoroughly discuss any such findings with you and any budget revisions prior to proceeding. Our assumptions are as follows:

- The City desires to replace the riverwall and riverwalk in essentially the same location as it exists today. If within the scope of work, the fishing platforms are intended to remain or be replaced.
- The engineering opinion of probable construction and engineering costs will be made in 2015 dollars.
- A contingency amount will be added to the estimates to account for unforeseen costs.

The following services are specifically excluded from the scope of work:

- Topographic and boundary survey work.
- Hydraulic analyses.
- Public meetings and presentations.

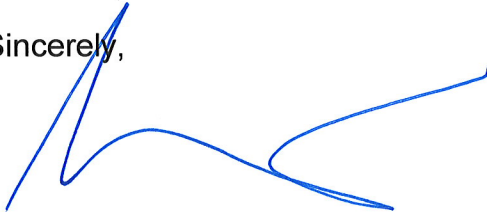
Tasks considered as Supplemental Services include, but are not limited to, major changes to the scope of work, expert witness testimony in any litigation or other court proceedings involving this project, revisions to previously approved studies and/or design documents, major revisions to the site plan or building footprints, unanticipated improvements (on or off site), mechanical design, studies or reports not specifically listed under the Scope of Basic Services, bidding documents, bid assistance, contract writing or administration, review of payment applications, meetings or technical assistance during construction, letter of credit reduction services, punch list generation or review, preparation of any plats or record drawings not specifically listed under the Scope of Basic Services, design of buildings, landscaping, lighting, etc., and construction staking or re-staking not specifically listed in the Scope of Basic Services.

ESTIMATE OF FEE

Task 1 – Field Survey, Data Review and Geotechnical Evaluation	\$ 6,500
Task 2 – Alternatives Development	\$17,800
Task 3 – Cost Estimate & Summary Report	\$ 12,500
Task 4 – Meetings and Coordination	<u>\$ 4,000</u>
Total:	\$40,800

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year. If this proposal is acceptable, please sign both copies and return one (1) to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the City of St. Charles. If you have any questions, please do not hesitate to call.

Sincerely,



Greg Chismark, P.E.
Municipal Practice Principal



Andy Underwager, P.E., S.E.
Structural Practice Leader

Encl: 2015 Schedule of Charges
General Terms and Conditions (September 30, 2010)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE CITY OF ST. CHARLES:

BY: _____

TITLE: _____

DATE: _____

WILLS BURKE KELSEY ASSOCIATES, LTD.
2015 Standard Charges for Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 210
Engineer VI	\$ 203
Engineer V	\$ 175
Engineer IV	\$ 140
Engineer III	\$ 112
Engineer II	\$ 94
Engineer I	\$ 84
Engineering Technician IV	\$ 138
Engineering Technician III	\$ 116
Engineering Technician II	\$ 97
Engineering Technician I	\$ 81
Senior Structural Engineer	\$ 162
Senior Soil / Environmental Scientist V	\$ 162
Soil / Environmental Scientist	\$ 110
Environmental Resource Specialist IV	\$ 118
Environmental Resource Specialist III	\$ 90
Environmental Resource Specialist II	\$ 81
Environmental Resource Specialist I	\$ 75
Urban Planner VI	\$ 175
Urban Planner V	\$ 144
Urban Planner IV	\$ 120
Urban Planner III	\$ 94
Urban Planner II	\$ 80
Landscape Architect	\$ 90
Professional Land Surveyor	\$ 130
GIS Analyst	\$ 95
Engineering Intern	\$ 45
Administrative	\$ 77
Office Professional	\$ 62
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +10%

Charges include overhead and profit.

Wills Burke Kelsey Associates, Ltd. reserves the right to increase rates and costs by 5% annually.

WILLS BURKE KELSEY ASSOCIATES, LTD.
GENERAL TERMS AND CONDITIONS
MODIFIED FOR CITY OF ST. CHARLES
JUNE 27, 2012

1. Relationship Between Engineer and Client: WILLS BURKE KELSEY ASSOCIATES, LTD. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with

the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as

previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

12. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

13. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are

not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the

Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its

duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Award Purchase Order for Installation of Oil Containment System at the Peck Road Substation to Marc Kresmery Construction LLC
Presenter:	Tom Bruhl

Please check appropriate box:

	Government Operations	X	Government Services 02.23.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$26,195	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

A number of devices within the electric substations contain mineral oil. In 2012, the City commissioned Huff & Huff to provide a spill prevention and containment study for the Electric Utility. The report identified compliance concerns at a number of our substations and recommended solutions. Huff & Huff recommended the installation of a barrier material that absorbs hydrocarbons, but allows water to pass through. The majority of the work was completed last year at the other substations. The Peck Road Substation included a special area for storage of items waiting to be salvaged. This was not included in the previous scope of work, pending a decision on how much area we needed to contain all of the items awaiting salvage. The City solicited bids from four contractors and two bids were received. Marc Kresmery Construction successfully completed similar work for the City last year. This was a budgeted item in the fiscal budget for this year.

Attachments: *(please list)*

Bid Tabulation

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Award Purchase Order for installation of oil containment at Peck Road Substation to Marc Kresmery Construction LLC in an amount of \$26,195.

<i>For office use only:</i>	<i>Agenda Item Number: 5.j</i>
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Bidder	Bid	Can Meet Schedule	Qualified
Kresmery Construction	\$26,195	Yes	Yes
Driessen Construction	\$28,950	Yes	Yes
Utility and Industrial Construction	No Bid		
Intren	No Bid		



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Award Purchase Order for Substation Transformer Load Tap Changer Maintenance to SPX Transformer Solutions
Presenter:	Tom Bruhl

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 02.23.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$78,340	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:

A critical component of our substation transformers are known as Load Tap Changers (LTC's). LTC's allow the City to maintain consistent voltage on the grid as ComEd's line voltage goes up or down. LTC's have moving parts and operate many times per day. Electric engineering uses a multi-faceted priority matrix to focus our maintenance activities. Based on age and number of operations, four transformers were targeted for LTC maintenance this budget year. Purchasing went out for bids and received five quality proposals. SPX Transformer Solutions was the low bidder, are well qualified to perform the work, and can complete the work within our preferred schedule. This was a planned and budgeted substation maintenance expense.

Attachments: *(please list)*

Bid Tabulation

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Award Purchase Order for Substation Transformer Load Tap Changer Maintenance to SPX Transformer Solutions in an amount of \$78,340.

<i>For office use only:</i>	<i>Agenda Item Number: 5.k</i>
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Transformers 2T1 3T1 3T3 6T2	Matt Gagala MC Sales, Inc 825 Market Street Oregon, Wisconsin, 53575 Matt.g@mcsalesinc.com	Tom Lubniewski T&D Products, Inc. 4200 Cantera Drive, Suite 216 Warrenville, IL 60555 tlubniewski@tdproducts.com	Joseph D. Binetti Delta Star, Inc. 2105 Hidden Valley Drive Naperville IL, 60565 jbinetti@deltastar.com	Joe Schommer Dymax Engineering 4751 Mustang Circle St. Paul, MN 55112 Bus. (763) 717-3123 Cell: (612) 991-7555 schommer@dymaxengineering.com schommer@hvserviceinc.com	Larry K. Daniel Jr. Magnetech Industrial Services 800 Nave Road SE Massillon, Ohio 44646 Phone 330-830-3500 Toll free 800-837-1614 Fax 330-830-3520 dwright@magnetech.com
	Tom Sohr SPX Transformer Solutions				
	Meets all requirements Start work on first unit in March	Takes exception to providing equipment (ladders and scaffolding)	Failed to provide certification Diesel fuel surcharge may be added	Meets all requirements	Meets all requirements
Base Maintenance Labor Bid	\$28,340	\$35,200	\$30,500	\$35,828	\$50,000
Parts Budget	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total PO	\$78,340	\$85,200	\$80,500	\$85,828	\$100,000



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Purchase of Personal Protective Equipment from Air One Equipment Incorporated

Presenter: Fire Chief Joseph Schelstreet

Please check appropriate box:

<input type="checkbox"/> Government Operations	<input checked="" type="checkbox"/>	Government Services 02.23.15
<input type="checkbox"/> Planning & Development		City Council

Estimated Cost:	\$25,935	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:

In February of 2014, the Fire Department issued an RFP for the selection of Personal Protective Equipment. This equipment includes the protective coat and pants worn by firefighters during their responses to fire and other emergency's. The RFP was sent to four vendors and three submitted proposals. The results were as follows:

Fireground Supply	\$2,189.00/set
WS Darley	\$1,995.40 /set
Air One	1,995.00/set

Air One Equipment Incorporated was the vendor selected at the end of the competitive process. The Fire Department desires to place an order for 13 sets of Morning Pride personal protective equipment from Air One Equipment Incorporated at a cost of \$25,935. This purchase will enable the Fire Department to replace some current equipment which is out of date and this is a budgeted expense.


Attachments: *(please list)*

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Purchase of Personal Protective Equipment from Air One Equipment in the amount of \$ 25,935.

For office use only:

Agenda Item Number: 6.a

	AGENDA ITEM EXECUTIVE SUMMARY	
	Title:	Recommendation to Approved Proposed Code Revisions for Title 5 “Business Licenses and Regulations,” Chapter 5.08 “Alcoholic Beverages” and Title 9 “Public Peace, Morals and Welfare,” Chapters 9.09, 9.16, 9.20 and 9.65 of the Municipal City Code
	Presenter:	Chief Keegan

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 02.23.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

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

Executive Summary:

The Police Department, along with city staff has been working for the last several months on revisions for Title 5 "Business License and Regulations", Chapter 5.08 "Alcoholic Beverages" and Title 9 "Public Peace, Morals and Welfare." Chapter 9.09 "Fighting," Chapter 9.16 "Profanity – Indecent Conduct," Chapter 9.20 "Disorderly Conduct," and Chapter 9.65 "Administrative Adjudication" of the Municipal City Code.

In 2014, City staff worked with business owners and community event sponsors and organizations to address many concerns regarding alcohol service and sales. We worked as partners in an attempt to develop solutions that were beneficial to the City, the businesses and the community. During this process, we identified several sections of the code that were outdated, absent, deficient or just simply no longer met the needs of interested parties.

While it is impossible to regulate every nuance or unforeseen circumstance as it relates to alcohol service and sales, we believe we have crafted an ordinance that is solid in its foundation and is fair in its representation of community and business interests. This revised ordinance has been prepared in concert with legal counsel, and with input and direction from the Liquor Commission. The Police Department and City Staff recommends and requests approval of the revisions for Title 5 "Business Licenses and Regulations", Chapter 5.08 "Alcoholic Beverages".

Ald. Lewis asked for the Liquor Control Commission minutes for 2/17/15 to reflect that she does not approve of the F2 BYOB Beer, Wine, Spirits addition to the Chapter 5.08 "Alcoholic Beverages" of the City Municipal Code.

Attachments: *(please list)*

Ordinances

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve proposed code revisions for Title 5 “Business Licenses and Regulations,” Chapter 5.08 “Alcoholic Beverages” and Title 9 “Public Peace, Morals and Welfare,” Chapters 9.09, 9.16, 9.20 and 9.65 of the Municipal City Code.

<i>For office use only:</i>	<i>Agenda Item Number: 7.a</i>
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ALCOHOLIC BEVERAGES

Chapter 5.08

ALCOHOLIC BEVERAGES²

Sections:

- I. GENERAL PROVISIONS**
 - 5.08.010 Definitions
 - 5.08.020 Local Liquor Control Commission - Designated
 - 5.08.030 Local Liquor Control Commissioner - Powers, Duties and Functions
 - 5.08.035 Local Liquor Control Commissioner - Powers and Duties
- II. LICENSES - LICENSING**
 - 5.08.040 License - Required - Term
 - 5.08.050 License - No Issuance to Debtor
 - 5.08.060 License - Dram Shop Insurance Required Prior to Issuance
 - 5.08.070 License - Application Requirements
 - 5.08.080 License - Restrictions on Issuance
 - 5.08.085 Issuance of License and Restrictions
 - 5.08.090 License Classifications
 - 5.08.095 License - Late Night Permit
 - 5.08.100 License Fees; Late Night Permit Fees; Fees Established
 - 5.08.110 Number of Licenses
 - 5.08.120 Temporary License
 - 5.08.130 License - Hours of Sale
 - 5.08.140 License Renewal - Deadline
 - 5.08.150 License - Cessation of Business - Revocation of Licenses - Reduction in Licenses
 - 5.08.160 License - Licensed Premises - Change of Location
 - 5.08.170 License - Change in Name
 - 5.08.180 License - Licensed Premises - Change in Personnel
 - 5.08.190 License - Transfer
 - 5.08.200 License - Use of Licensed Premises After Revocation
 - 5.08.210 License - Display of License Required
 - 5.08.220 License - Multiple Locations
 - 5.08.230 License - Location Restrictions
 - 5.08.240 Stores Selling School Supplies or Food to Underage Persons
- III. REGULATIONS APPLICABLE TO LICENSEES/LICENSED PREMISES**
 - 5.08.250 Regulations Applicable Generally
 - 5.08.260 Regulations Applicable to Certain Licenses Only
- IV. OTHER REGULATIONS**
 - 5.08.270 Underage Persons
 - 5.08.280 Peddling Alcoholic Liquor in City Prohibited
 - 5.08.290 Possession of Alcoholic Liquor in Motor Vehicle
 - 5.08.300 Sale, Delivery, Consumption and Possession of Alcoholic Liquor on Public Property
 - 5.08.310 Responsibility of the Owner or Occupant of Premises
- V. LICENSE-REVOCATION/SUSPENSION/FINE**
 - 5.08.320 License - Revocation or Suspension - Hearing Procedure

ALCOHOLIC BEVERAGES

5.08.330	List of Licenses and Revocations
5.08.340	Forfeiture of Fees Upon License Revocation
5.08.350	Owner of Premises Permitting Violation
5.08.360	Acts of Agent or Employee; Liability of Licensee; Knowledge
VI.	VIOLATION/PENALTY
5.08.370	Violation - Penalty

5.08.010 Definitions

All words and phrases used in this chapter and not otherwise defined herein, which are defined in the Liquor Control Act of 1934, approved January 31, 1934, as amended (235 ILCS 5/1-1 et seq.) ("Liquor Control Act"), shall have the meanings accorded to such words and phrases in said Act. Unless the context otherwise requires, the following terms as used in this chapter shall be construed according to the following definitions:

- A. "Alcohol" means the product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.
- B. "Alcoholic liquor" includes alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being. The provisions of this chapter shall not apply to any liquid or solid containing one-half of one percent, or less, of alcohol by volume.
- C. "Beer" means a beverage obtained by the alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.
- D. "Club" means a corporation organized under the laws of this state, not for pecuniary profit, solely for the promotion of some common object other than the sales or consumption of alcoholic liquors, which conforms to the definition of a club in the Liquor Control Act, as amended.
- E. "Halfway House" means premises located on a golf course in proximity of the ninth hole of an eighteen-hole golf course, where alcoholic liquor sales are incidental to the sale of food and snacks. All alcoholic liquors shall be served in other than glass containers.
- F. "Holding Bar" means an area within a restaurant where patrons awaiting food service may consume alcoholic liquors served by a bartender. The holding bar area shall be separated from the dining area by means of a partition wall. Food service tables are permitted in the holding bar area. A counter shall separate the bartender and patrons.
- G. "Hotel" or "Motel" means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and such guests and having one or more public dining rooms, where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or buildings, in connection therewith and such building or buildings, structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.
- 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.
- 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.
- 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

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guests in attendance are served in a room or rooms designated and used exclusively for the private party, function, or event.

- K. "Resort Hotel" or "Resort Motel" means a hotel or motel, as described in Paragraph G above, which provides golfing and swimming.
- 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.)
- 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, 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.
- 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.
- O. "Sell at retail" and "Sale at retail" refer to and mean sales for use or consumption and not for resale in any form.
- 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.
- 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.
- 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.)
- S. "To sell" includes to keep or expose for sale and to keep with intent to sell.
- 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."

(Ord. 2014-M-24 § 1; Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1996-M-53 § 13; Ord. 1977-M-28 § 1; Ord. 1976-M-5 (part): prior code § 24.001.)

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5.08.020 Local Liquor Control Commission – Designated

- A. Local Liquor Control Commission – Purpose and Creation: A Local Liquor Control Commission is hereby created. The Commission shall be composed of five (5) members. The Local Liquor Control Commissioner shall be a member and shall be the Chairman of the Local Liquor Control Commission for purposes of presiding over its meetings. The other four (4) members of the Commission shall be appointed by the Local Liquor Control Commissioner. The creation of the Local Liquor Control Commission shall not be construed to grant any substantive authority to the Commission, which shall act as an advisory and hearing commission only.
- B. Local Liquor Control Commission – Membership and Team: Two (2) members of the Local Liquor Control Commission shall be members of the St. Charles City Council and two (2) members shall be residents of the City of St. Charles. Appointments shall be made to coincide with the term of the Mayor. Members shall hold office for their designated terms or until their successors have been appointed. No member of the Local Liquor Control Commission shall have any ownership interest in, or be employed by, any licensed establishment. No person shall be appointed to, or remain a member of the Local Liquor Control Commission if a spouse, parent, sibling, or child has, or acquires any ownership interest in, or is employed by, any licensed establishment.
- (Ord. 2013-M-40 § 1; Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1996-M-53 § 14; Ord. 1976-M-5 (part): prior code § 24.003 (part).)

5.08.030 Local Liquor Control Commissioner – Powers, Duties and Functions

The Local Liquor Control Commissioner shall have the following powers, duties and functions with respect to local liquor licenses:

- A. To grant and/or suspend for not more than thirty days or revoke for cause, all local liquor licenses issued to persons or entities for premises within the City, and to impose fines as authorized in this chapter;
- B. To enter or to authorize any law enforcing officer to enter, at any time, upon any premises licensed hereunder to determine whether any of the provisions of the Liquor Control Act or City ordinance or any rules or regulations adopted by the City or by the Illinois Liquor Control Commission have been or are being violated, and at such time to examine the premises of the licensee in connection therewith. Any person or persons appointed by the Local Liquor Control Commissioner pursuant to Section 5.08.020 shall have the powers given to the Local Liquor Control Commissioner by this subsection;
- C. To receive complaints from any citizen within the City that any provision of the Liquor Control Act or of this chapter have been or are being violated and to act upon such complaints in the manner provided by law;
- D. To receive local liquor license fees and pay same to the City. The Local Liquor Control Commissioner also has the duty to notify the Secretary of State of any convictions or dispositions of court supervision for violation of Section 6-20 of the Liquor Control Act;
- E. To examine or cause to be examined, under oath, any applicant for a local liquor license or for a renewal thereof, or any licensee upon whom notice of revocation, suspension or fine has been served, or any licensee against whom a citation proceeding has been instituted by the State of Illinois Liquor Control Commission; to examine or cause to be examined, the books and records of any such applicant or licensee; and to hear testimony and take evidence for his information in the performance of his duties, and for such purposes to issue subpoenas which shall be effective in any part of this State. For the purposes of obtaining any information desired by the Local Liquor Control Commissioner, he may authorize his agent to act on his behalf;

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- F. To notify the Secretary of State of Illinois where a club incorporated under the General Not for Profit Corporation Act of 1986 (805 ILCS 105/101.01 et seq., as amended) or a foreign corporation functioning as a club in this State under a certificate of authority issued under that Act has violated this chapter by selling or offering for sale at retail alcoholic liquors without a local liquor license pursuant to this chapter.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.003(A).)

5.08.035 Local Liquor Control Commission – Powers and Duties

The Local Liquor Control Commission shall perform such functions and duties as directed or requested by the Local Liquor Control Commissioner in relation to the regulation of license activities including but not limited to the following:

- A. Upon the request of the Local Liquor Control Commissioner, the Local Liquor Control Commission shall review the applications and the investigations of applicants for liquor licenses, and submit its findings and recommendations to the Local Liquor Control Commissioner.
- B. Conduct disciplinary hearings and submit findings and recommendations to the Local Liquor Control Commissioner setting forth its conclusions with respect to the existence and nature of any violation of this Chapter and the appropriate disciplinary action to be taken, if any.
- C. Review and recommend changes in this Chapter to the Local Liquor Control Commissioner.
- D. Keep written records of its meetings and proceedings, which shall be open for public inspection in accordance with the Freedom of Information Act (5 ILCS 140/1 et seq.)
- E. Hold regular meetings at times and on days as designated by the Chairman of the Commission.

(Ord. 2013-M-40 § 2.)

5.08.040 License – Required – Term

It is unlawful to sell or offer for sale at retail in the City any alcoholic liquor without a local retail liquor license (“local liquor license”), or in violation of the terms of such license. Each local liquor license issued under this chapter shall terminate on April 30 following date of issuance.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.006.)

5.08.050 License – No Issuance to Debtor

No local liquor license shall be authorized for issuance and no initial local liquor license or renewal local liquor license shall be issued if the applicant, or any sole proprietor, partner, co-partner, member, officer, manager, director, or any stockholder or stockholders owning in the aggregate more than 5% of the stock thereof (either individually or in the foregoing capacities) is a debtor to the City for any reason whatsoever, regardless of whether the debt has been discharged such that the City can no longer collect such debt in any legal proceeding and regardless of whether such debt is owed by any of the foregoing:

- A. individually/personally; or
- B. in the capacity as a sole proprietor, partner, co-partner, member, officer, manager, director, or any stockholder or stockholders owning in the aggregate more than 5% of the stock of any other legal entity, other than the applicant, that is a debtor to the City for any reason whatsoever, and regardless of whether the debt has been discharged such that the City can no longer collect such debt in any legal proceeding.

(Ord. 2010-M-29 § 1.)

5.08.060 License – Dram Shop Insurance Required Prior to Issuance

No local liquor license shall be granted to an applicant until such applicant shall furnish evidence satisfactory to the Local Liquor Control Commissioner that such applicant is covered by a policy of dram shop insurance issued by a responsible insurance company authorized and licensed to do business in the state insuring such applicant against liability which such applicant may incur under the provisions of 235 ILCS 5/6-21. The insurance policy shall have a May 1st renewal date. The City shall be given at least ten

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days' written notice from such insurance carrier prior to cancellation, termination or amendment of any such dram shop insurance. In addition, a copy of said insurance policy must be made available at all times for inspection and filed with the City Clerk.

Every licensee shall be required to provide the Local Liquor Commissioner with a copy of each renewal/new policy of dram shop insurance when applying for either a new or renewal license.

Any licensee failing to provide a copy of the renewal/new policy of dram shop insurance shall pay a late filing fee in the amount of \$50.00. Further, said licensee shall be subject to a fine of not less than two hundred fifty dollars (\$250.00) for their first offense of operating without Dram Shop insurance nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense. Further, said licensee may be subject to a fine, license suspension or license revocation as provided by this Chapter 5.08. (Ord. 2012-M-30 § 3; Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1996-M-53 § 15; Ord. 1979-M-54 § 1(a); Ord. 1976-M-5 (part): prior code § 24.008.)

Comment [SH1]: Should be "licensee", not license.

5.08.070 License – Application Requirements

- A. Applications for a local liquor dealer's license shall be made to the Local Liquor Control Commissioner, in writing, signed by the applicant, if an individual, or by a duly authorized agent thereof if not an individual, verified by oath or affidavit, and shall contain the following statements and information:
1. In the case of an individual, the full name, age and address of the applicant; in the case of a co-partnership, the persons entitled to share in the profits thereof; in the case of a corporation, the objects for which it is organized, the names and addresses of the officers and directors, and if five percent or more in interest in the stock of such corporation is owned by a person or his nominee or nominees, the name and address of each such person or persons;
 2. The citizenship of the applicant, his date and place of birth and, if a naturalized citizen, the time and place of his naturalization;
 3. The character of business of the applicant;
 4. The length of time said applicant has been in business of that character;
 5. The amount of goods, wares and merchandise on hand at the time application is made;
 6. The location and description of the premises or place of business which is to be operated under such license;
 - a. If a leased premises, a copy of the lease shall be provided as required and shall be for a term of sufficient length to encompass the period of the license sought.
 - b. The name and address of the owner or owners of the premises and the names and addresses of all the owners of the beneficial interest of any trust if said premises is held in trust;
 7. A statement whether applicant has made similar application for a similar other license on premises other than described in this application, and the disposition of such application;
 8. A statement that applicant has never been convicted of a felony, or a misdemeanor opposed to decency or morality, and is not disqualified to receive a license by reason of any matter or thing contained in the laws of the state or the ordinances of the City;
 9. Whether a previous license by any state or subdivision thereof or by the federal government has been issued; if so, where and when; or if any such license has been revoked, the reason therefor;
 10. The date of incorporation if an Illinois corporation, or the date of becoming qualified under the Illinois Business Corporation Act to transact business in Illinois if a foreign corporation;
 11. A statement that the applicant will not violate any of the laws of the state, or of the United States, or any ordinance of the City in the conduct of his place of business;

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12. Any applicant for a newly created city liquor license or any applicant for a renewal of a city liquor license is to be fingerprinted whether said applicant is an individual or a partnership. Should the applicant be a corporation, the Local Liquor Control Commissioner may, within his discretion, require the following to be fingerprinted: the officers, manager or director thereof, or any stockholder or stockholders owning the aggregate of more than five percent of the capital stock of said corporation. The City police department shall do all such fingerprinting. There shall be a fingerprint fee of fifty (\$50) dollars per application to be paid at time of application and non-refundable.
- B. The Local Liquor Control Commissioner shall issue a written acceptance or rejection of such application within sixty days of its receipt by the Local Liquor Control Commissioner or city clerk in his behalf with the advice and consent of the City Council.
- C. There shall be an application fee of two hundred (\$200.00) dollars, which shall be non-refundable and if a license is granted, applied to the first license fee. BYOB and Special Event license application fees shall be the cost of the license. Any outstanding fines and fees related said licensure owed to the City shall be satisfied before a license is granted. All monies paid to the City shall be delivered via a certified, bank check, or cash. City will not accept credit cards or personal checks. At the discretion of the City Clerk, corporate checks may be accepted. Any license that is issued in advance of the completion of the fingerprint background investigation may be rescinded by the Liquor Commissioner if the results of the investigation do not comply with section 5.08.080 of this Code.

Comment [SH2]: Take out Comma after "certified".

(Ord. 2014-M-4 § 1; Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1999-M-21 § 1; Ord. 1980-M-25 § 1(a); Ord. 1976-M-5 (part): prior code § 24.004.)

5.08.080 License – Restriction on Issuance

No such license shall be issued to:

- A. A person who is not a resident of the City of St. Charles;
- B. A person who is not of good character and reputation in the community in which he resides or in St. Charles;
- C. A person who is not a citizen of the United States;
- D. A person who has been convicted of a felony under any Federal or State law, unless the Local Liquor Control Commissioner determines that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the investigation. The burden of proof of sufficient rehabilitation shall be on the applicant;
- E. A person who has been convicted of being the keeper or is keeping a house of ill fame;
- F. A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality;
- G. A person whose license under this chapter or the Liquor Control Act has been revoked for cause;
- H. A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application;
- I. A co-partnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such co-partnership would not be eligible to receive a license hereunder for any reason other than residence in the City, unless residency is required by local ordinance;
- J. A corporation or limited liability company, if any member, officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than 5% of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the City;
- K. A corporation or limited liability company unless it is incorporated or organized in Illinois, or unless it is a foreign corporation or foreign limited liability company which is qualified under the Business Corporation Act of 1983 or the Limited Liability Company Act to transact business in

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Illinois. The Local Liquor Control Commissioner shall permit and accept from an applicant for a license under this Act proof prepared from the Secretary of State's website that the corporation or limited liability company is in good standing and is qualified under the Business Corporation Act of 1983 or the Limited Liability Company Act to transact business in Illinois;

- L. A person whose place of business is conducted by a manager or agent unless said manager or agent possesses the same qualifications required by the licensee;
- M. A person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or who shall have forfeited his bond to appear in court to answer charges for any such violation;
- N. A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued;
- O. An elected public official, law enforcing officer, the Mayor or member of the City Council of the City, or employee, or member of any City board or commission, and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor;
- P. Any person, firm or corporation not eligible for a state retail liquor dealer's license;
- Q. Any applicant who fails to obtain a state liquor license;
- R. A person who is not a beneficial owner of the business to be operated by the licensee;
- S. A person who has been convicted of a gambling offense as proscribed by any of subsections (a)(3) through (a)(11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, approved July 18, 1961, or as proscribed by a statute replacing any of the aforesaid statutory provisions;
- T. A person or entity to whom a federal wagering stamp has been issued by the federal government, unless the person or entity is eligible to be issued a license under the Illinois Raffles Act or the Illinois Pull Tabs and Jar Games Act;
- U. A person who intends to sell alcoholic liquors for use or consumption on his or her licensed retail premises who does not have liquor liability insurance coverage for that premises in an amount that is at least equal to the maximum liability amounts set out in the Liquor Control Act;
- V. A criminal conviction of a corporation is not grounds for the denial, suspension, or revocation of a license applied for or held by the corporation if the criminal conviction was not the result of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, the offense that led to the conviction did not result in any financial gain to the corporation and the corporation has terminated its relationship with each director, officer, employee, or controlling shareholder whose actions directly contributed to the conviction of the corporation. The Local Liquor Control Commissioner shall determine if all provisions of this subsection (V) have been met before any action on the corporation's license is initiated;
- W. In addition to other grounds specified in this chapter, the Local Liquor Control Commissioner shall refuse the issuance or renewal of a local liquor license, or suspend or revoke such license, for any of the following violations of any Tax Act administered by the Illinois Department of Revenue:
 - 1. Failure to make a tax return,
 - 2. The filing of a fraudulent return,
 - 3. Failure to pay all or any part of any tax or penalty finally determined to be due,
 - 4. Failure to keep books and records,
 - 5. Failure to secure and display a certificate or sub-certificate of registration, if required,
 - 6. Willful violation of any rule or regulation of the Department relating to the administration and enforcement of tax liability.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.005.)

5.08.085 Issuance of Licenses and Restrictions-Liquor Control Commissioner/City Council

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The Local Liquor Control Commissioner may, with the advice and consent of the City Council, and as designated in any license, impose such other and further conditions, as the Local Liquor Control Commissioner and City Council deem necessary. The Local Liquor Control Commissioner may, with the advice and consent of the City Council, permit entertainment as specifically authorized with the issuance of any license.

5.08.090 License – Classifications

Local liquor licenses for the retail sale of alcoholic liquor shall be divided into the following classes and sub-classes:

A. Class A – Packaged Alcoholic Liquor Licenses

Class A licenses shall authorize the retail sale of alcoholic liquor in original packages only and not for consumption on the premises, except as permitted for the Class A-4 license. Class A licenses are divided into the following sub-classes:

A-1. Class A-1 licenses shall authorize the retail sale of alcoholic liquors in original packages only and not for consumption on the premises. Such licenses shall not be authorized for gasoline filling stations. The primary purpose of the premises shall be the retail sale of alcoholic liquor. The premises shall have a minimum gross area of two thousand square feet (2,000'). (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

A-2. Class A-2 licenses shall authorize the retail sale of alcoholic liquors in original packages only and not for consumption on the premises. The primary purpose of the premises shall be for retail sales other than the retail sales of alcoholic liquor, such as food store, drug store or mass merchandiser. The premises shall have a minimum gross area of ten thousand square feet (10,000'), and provided the square footage devoted to the retail sale of alcoholic liquor is ten percent (10%) or less, of the gross square footage. (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1; Ord. 2008-M-71 § 1.)

A-2B. Class A-2B licenses shall authorize the retail sale of beer and wine only in original packages only and not for consumption on the premises. The primary purpose of the premises shall be for retail sales other than the retail sales of beer and wine, such as food store, drug store or mass merchandiser. The premises shall have a minimum gross area of ten thousand square feet (10,000'), and provided the square footage devoted to the retail sale of beer and wine is ten percent (10%) or less, of the gross square footage. (Ord. 2012-M-30 § 4.)

A-3. Deleted in its entirety. (Ord. 2012-M-30 § 5; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

A-4. Class A-4 licenses shall authorize the retail sale of beer for consumption on or off the premises, where brewed on the premises, provided the retail sale of beer for consumption off the premises shall be in original packages only. Class A-4 licenses shall also authorize the retail sale of wine in original packages only and not for consumption on the premises where fermented on the premises. (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

A-5. Class A-5 licenses shall authorize the retail sale of domestic and imported wines, champagne, imported alcoholic liquor and gourmet beer in original packages only and not for consumption on the premises. The retail sale of alcoholic liquor shall be incidental to non-alcoholic liquor retail sales and shall not exceed twenty-five percent (25%) of the annual gross sales of said licensee. Class A-5 licenses shall also authorize the retail sale of wine, by the glass only, for consumption on the premises. (Ord. 2010-M-52 § 1; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

B. Class B – Restaurant Licenses

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Class B licenses shall authorize the retail sale of alcoholic liquors, beer, or wine, for consumption on the premises of a restaurant or tavern, whose primary purpose is that of a restaurant or restaurant and tavern as defined in this chapter. Live entertainment may be permitted as otherwise provided in this chapter. A restaurant licensed to sell alcohol under this Section may permit a patron to remove one, unsealed and partially consumed bottle of wine for off-premise consumption, provided that the patron has purchased a meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. A partially consumed bottle of wine that is to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine that is sealed in accordance with the provisions of this section and not tampered with shall not be in violation of section 5.08.290 while being transported in a motor vehicle.

B-1 Class B-1 licenses shall authorize the retail sale of alcoholic beverages for consumption on the premises of a restaurant and tavern.

B-2. Class B-2 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a restaurant and tavern. Class B-2 licenses shall also authorize the retail sale of wine in original packages only and not for consumption on the premises, in conjunction and solely with a carry out order of one or more meals. The following additional application requirements apply to all Class B licenses:

1. Every application for a Class B license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following:
 - a. the location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;
 - b. the designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, rest rooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided.
 - c. the seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.
2. The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Control Commissioner may impose such restrictions as he deems appropriate on any licensee by noting same on the approved site drawing or as provided on the of the licensee.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
3. A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4. It shall be unlawful for any Class B licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

C. Class C – Tavern; Bar; Saloon Licenses

Live entertainment may be permitted as otherwise provided in this chapter for Class C licenses. A tavern, bar, or saloon licensed to sell wine under this Code may permit a patron to remove one, unsealed and partially consumed bottle of wine for off-premise consumption, provided that the patron has purchased a meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. A partially consumed bottle of wine that is to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine that is resealed in accordance with the provisions of this section and not tampered with shall be in violation of section 5.08.290 while being transported in a motor vehicle. Class C licenses are divided into the following sub-classes:

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- C-1. Class C-1 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a tavern, bar, or saloon. Class C-1 licenses may authorize the sale of alcoholic liquor in outdoor sales areas provided such sales are in conjunction with food service, if approved by the Local Liquor Control Commissioner.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- C-2. Class C-2 licenses shall authorize the retail sale of beer and wine only for consumption on the premises of a tavern, bar, or saloon.
(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- C-3. Class C-3 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a tavern, bar, or saloon. Class C-3 licenses may authorize the sale of alcoholic liquor in outdoor sales areas provided such sales are in conjunction with food service, if approved by the Local Liquor Control Commissioner. Class C-3 licenses shall also authorize the retail sale of wine in original packages only and not for consumption on the premises.
(Ord. 2010-M-52 § 5.)

Comment [SH3]: Delete

The following additional application requirements apply to all Class C licenses:

1. Every application for a Class C license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale, showing the following:
 - a. the location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof,
 - b. the designated use if each room or segregated area (e.g. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided (Class C-2 only with Local Liquor Control Commissioner approval), etc.).
 - c. the seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.
2. The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Control Commissioner may impose such restrictions as he deems appropriate on any licensee by noting same on the approved site drawing or as provided on the face of the license.
3. A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4. It shall be unlawful for any Class C licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

D. Class D – Specific Alcoholic Liquor Sales and Site Specific Licenses

Class D licenses are divided into the following sub-classes:

- D-1. Class D-1 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of any resort hotel or motel only and shall be issued only to the operator of said resort hotel or motel. The licensee shall be permitted sales of alcoholic liquors as permitted by Class B and C licenses. Additionally, each of the residence rooms of the resort hotel or motel may have a mini-bar that may be accessed only by a special key obtained from the hotel management by a patron that may be served alcoholic liquors. Class D-1 licenses shall authorize the sale of alcoholic liquors from one (1) halfway house and from two (2) motorized food and beverage cars operating on the eighteen (18) hole golf course for consumption on said golf course only, subject to the following restrictions: all alcoholic

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liquors shall be served in other than glass containers; all cars shall only operate on designated golf cart paths.

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

- D-2. Class D-2 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of any hotel or motel only and shall be issued only to the operator of said hotel or motel. Additionally, each of the residence rooms of the hotel or motel may have a mini-bar that may be accessed only by a special key obtained from the hotel management by a patron that may be served alcoholic liquors.

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

- D-3. Class D-3 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a golf club or any banquet hall at a golf club in conjunction with the service of sit down meals. One (1) or more portable or permanent bars are permitted, when the person who operates the banquet hall makes such retail sale of alcoholic liquor. Class D-3 licenses shall authorize the sale of alcoholic liquors from one (1) halfway house and from two (2) motorized food and beverage cars operating on eighteen (18) hole and nine (9) hole golf courses for consumption on said golf course only, subject to the following restrictions: all alcoholic liquors shall be served in other than glass containers; all cars shall only operate on designated golf paths.

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

- D-4. Class D-4 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises only, of any club, provided, that such club shall have been in existence for at least six (6) months prior to the filing of an application for a license under this chapter and shall have maintained clubrooms for such period of time immediately preceding the filing of its application.

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

- D-5. Class D-5 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises only, of the theater premises located at 105 East Main St. The sale of alcoholic liquors shall be from one (1) permanent location in the vestibule, one (1) service bar in the balcony, and up to two (2) other service bars as dictated by the event.

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

- D-6. Class D-6 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises only in conjunction with the operation of the Q Center, located on the premises at 1405 North Fifth Ave. Alcoholic liquor sales are limited to individuals and their guests who are participating in events under the direct control of the licensee. The license shall not be removed from the location at 1405 North Fifth Ave. without the approval of the City Council and consent of the Local Liquor Control Commissioner.

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

- D-7. Class D7 licenses shall authorize the retail sale of wine and beer for consumption on the premises only for non-for-profit organization of such theatre located at 111 West Main Street. The sale of beer and wine shall be from one (1) permanent location in the vestibule and service will only be allowed when theatre events are being held on this premise.

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E. Class E – Temporary Licenses

Class E licenses shall authorize the retail sale of beer and wine (or alcoholic liquors if permitted by a Class E-1, E-4 or E-5 license) for consumption on the premises only and only for special events or catered functions where the dispensing of food predominates. The Local Liquor Control Commissioner may, with the advice and consent of the City Council, issue two (2) or more Class E licenses so as to authorize and delineate two (2) or more licensed premises to operate in conjunction with any such special event or catered function. Class E licenses are divided into the following sub-classes:

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- E-1. Class E-1 licenses shall authorize, at the Local Liquor Control Commissioner with advice and consent of the City Council, either the retail sale of beer and wine or the retail sale of alcoholic liquors for consumption on the premises only. Class E-1 shall be issued for special events or catered functions, where the dispensing of food predominates. Applicants for Class E-1 licenses shall be limited to St. Charles organizations or groups, unless the Local Liquor Control Commissioner, with advice and consent of City Council, approves otherwise. There shall be no Class E-1 licenses issued beginning at 12:00 a.m. Friday, before Columbus Day and ending 12:00 a.m. Monday, on Columbus Day.
(Ord. 2012-M-30 § 6; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)
- E-2. Class E-2 licenses shall authorize the retail sale of beer and wine for consumption on the premises only. Class E-2 licenses shall be issued to only Class B and Class C liquor licensees for special events or catered functions where the dispensing of food predominates. There shall be no Class E-2 licenses issued beginning at 12:00 a.m. Friday before Columbus Day and ending 12:00 a.m. Monday, on Columbus Day. Notwithstanding the restrictions on the issuance of Class E-2 licenses in the preceding sentence, Class E-2 licenses may be issued during said period subject to the following provisions:
1. A Class E-2 license may be issued only in the event the principal street access in front of the licensed premises is blocked due to road closure resulting from a festival taking place during said October period;
 2. In addition to all other conditions and restrictions applicable to Class E-2 licenses, the Local Liquor Control Commissioner may impose such additional conditions and/or restrictions as he deems necessary; and
 3. The Local Liquor Control Commissioner may, with the advice and consent of the City Council waive or vary any conditions and/or restriction applicable to a Class E-2 license, if deemed appropriate under the circumstances.
(Ord. 2012-M-30 § 6; Ord. 2010-M-29 § 1; Ord. 2009-M-60 § 1; Ord. 2008-M-80 § 1.)
- E-3. The Class E-3 license shall authorize the retail sale of beer and wine for consumption on the premises only. The Class E-3 license shall be issued solely to the Kane County Fair Board for the conduct of the annual Kane County Fair during July of each year. The Class E-3 license shall be valid only for the scheduled dates of the Kane County Fair as determined by the Local Liquor Control Commissioner.
(Ord. 2010-M-29 § 1.)
- E-4. Class E-4 licenses shall authorize at the Local Liquor Control Commissioner's discretion, and subject to prior approval by the City Council, either the sale or delivery of beer and wine, or alcoholic liquors, for consumption on City owned property, including but not by way of limitation, 1st Street Plaza. There shall be no Class E-4 licenses issued during the second full week of October, beginning 12:00 a.m. Friday and ending 12:00 a.m. Monday.
(Ord. 2010-M-29 § 1.)
- E-5. Class E-5 licenses shall authorize, at the Local Liquor Control Commissioner, with advice and consent of the City Council, either the sale or delivery of beer and wine or alcoholic liquors, for consumption on the premises only. The Class E-5 license shall be issued solely for the conduct of not more than twenty (20) days of events that the Local Liquor Control Commissioner, City Council and Chief of Police deem licensable per calendar year at specific premises. Each of the events may not be more than one day in duration. The schedule of such events shall be subject to approval by the Chief of Police so as to avoid conflicts between said events and major festivals or events occurring in the City, including, but not limited to, Flea Market held at the Kane County Fairgrounds, Riverfest, Scarecrow Festival, and the St. Patrick's Day Parade. Such license shall be issued solely for specific premises that is open to the public and kept, used, maintained, advertised and held out to the public as a place where retail business activities or operations are conducted, other than the sale of alcoholic liquor.

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Events shall be permitted solely on such dates and during such times as are set forth in any Class E-5 license issued.

(Ord. 2012-M-30 § 6.)

- E-6. Class E-6 Temporary License Permits shall authorize the retail sale of beer and wine or the retail sale of alcoholic liquor for consumption on the premises only until 1:00 a.m. or 2:00 a.m. on a specified date. This license shall be issued to Class B and C license holders only for special events or catered functions with the dispensing of food. The issuance of the Class E-6 Temporary License Permit shall be at the discretion of the Local Liquor Control Commissioner, with advice and consent of City Council. Application for a Class E-6 Temporary License Permit shall be submitted 45 days in advance of a scheduled date. No more than four (4) permits shall be issued to any licensee per fiscal year. A license permit is per event during a 24-hour period. There shall be no Class E-6 Temporary License permits issued during the second full week of October beginning 12:00 a.m. on Friday and ending 12:00 a.m. on Monday.
(Ord. 2014-M-5 § 1.)
- 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 licenses 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.”

In the event any Class E license (with respect to any Class E-5 license, if required in whole or in part by the Local Liquor Control Commissioner, City Council or Chief of Police) is for an out of doors special event or catered function, the following shall apply, in addition to all other requirements:

1. The license shall rope off or fence the licensed premises.
2. A sign limiting beer and wine (or alcoholic liquors if permitted by a Class E-1 or Class E-4 license) consumption to the roped off or fenced area shall be prominently displayed by licensee at all times.
3. The license shall provide for the pickup of all litter and trash.
4. The Local Liquor Control Commissioner, with the advice and consent of the City Council, in consultation with the Chief of Police, shall designate on each license issued the number of St. Charles police personnel and/or adult members of the licensee required to be present on the licensed premises at all times beer and wine (or alcoholic liquors if permitted by Class E-1 license) is being served, to supervise liquor sales and check identification of persons. The licensee shall be responsible for any and all compensation of police personnel at the then current overtime rate. The licensee shall be required to post a cash deposit to secure the payment of such estimated compensation. If said deposit does not cover actual amount due, licensee is responsible for any balance due.
5. A tamper proof wrist band, of a design and in a color (a separate color must be used for each day) approved by the Chief of Police, or his designee, shall be placed on the wrist of each person eligible to purchase beer or wine (or alcoholic liquors if permitted by a Class E-1 license) prior to that person being given access to the licensed premises.

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Minors shall not be permitted in any licensed premises. Notwithstanding the foregoing, the Local Liquor Control Commissioner may, with the advice and consent of the City Council, and as designated in any license, permit minors to be present in a licensed premises where food is also served.
(Ord. 2012-M-30 § 6.)

- F-1 Class F-1 Carry-In License shall authorize the carry-in of beer or wine to a commercial business or place of public accommodation that does not sell alcoholic beverages in which food preparation and service of food is the principal business conducted for consumption on the premises subject to the following limitations:
1. The beer or wine is carried and unopened;
 2. No more than one bottle of wine not exceeding seven hundred fifty milliliters (750 ml) and no more than a 6-pack of beer may be carried in per patron;
 3. At the licensee's discretion, the licensee may require the beer or wine to be opened and served by the licensee, and the licensee may charge a corkage or setup fee for that service;
 4. The beer or wine may only be consumed by persons who are served a meal;
 5. The beer or wine may be served only during the hours that food is being served;
 6. Proof of dram shop insurance;
 7. Carry-in alcohol may only be consumed outside if the licensee has also obtained an outside adjunct license;
 8. Carry-in licensees are prohibited from storing alcohol on the premises, unless the licensee also has an appropriate license allowing the retail sale of alcoholic liquors on the premises;
 9. Patrons may remove one, unsealed and partially consumed bottled of wine for off-premise consumption and any sealed bottles/cans of beer provided that the patron has purchased a meal and consumed a portion of the bottle of wine/beers with the meal on the restaurant premises. A partially consumed bottle of wine or sealed beer bottles/cans that are to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag;
 10. Carry-in licensees shall be liable for violations of this chapter in the same manner as the holder of any other classification of liquor license, including, but not limited to, violations for service to minors and the over serving of patrons;
 11. Illinois BASSET alcohol seller/server certification or equivalent training is required for at least one person who is on duty at all times that alcoholic liquor is allowed to be carried into the premises;
 12. The hours of operation for a class F-1 license holder are the same as those prescribed for a Class A license holder in Section 5.08.130A of this chapter.
- F-2 Class F-2 Carry-In/Store on Premise License shall authorize the carry in of beer, wine or spirits into a commercial business and place of public accommodation in which social interaction takes place (social club) that does not sell alcoholic beverages and the aforementioned items can either be securely stored on the premises in a secured locker or carried away subject to the following limitations:

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1. The beer, wine, or spirits are carried and unopened;
2. No more than one bottle of wine/spirits not exceeding seven hundred fifty milliliters (750 ml) and no more than a 6-pack of beer may be carried in per patron at any one time;
3. At the licensee's discretion, the licensee may require the beer, wine or spirits to be opened and served by the licensee, and the licensee may charge a corkage or setup fee for that service;
4. Proof of dram shop insurance;
5. Carry-in alcohol may only be consumed outside if the licensee has also obtained an outside adjunct license;
6. Patron may remove one, unsealed and partially consumed bottled of wine/spirits for off-premise consumption and any sealed bottles/cans of beer. Partially consumed bottles of wine/spirits or sealed bottles/cans of beer must be removed from the premises securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag or stored away in a secured locker and not for public distribution or consumption;
7. Carry-in/store licensees shall be liable for violations of this chapter in the same manner as the holder of any other classification of liquor license, including, but not limited to, violations for service to minors and the over serving of patrons;
8. Illinois BASSET alcohol seller/server certification or equivalent training is required for at least one person who is on duty at all times that alcoholic liquor is allowed to be carried into the premises;
9. The hours of operation for a Class F-2 license holder are the same as those prescribed for a Class A license holder in Section 5.08-130A of this chapter.

(Ord. 2012-M-30 § 6; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

(Ord. 2012-M-30 § 6; Ord. 2011-M-37 § 1; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

F. Deleted. (Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1; Ord. 2008-M-16 § 1; Ord. 2007-M-46 § 1; Ord. 2007-M-27 § 1; Ord. 2006-M-67 § 1; Ord. 2006-M-37 § 1; Ord. 2006-M-28 § 1; Ord. 2004-M-23 § 1; Ord. 2004-M-20 § 1; Ord. 2004-M-19 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-96 § 1; Ord. 2003-M-1 § 1; Ord. 2002-M-76 § 1; Ord. 2001-M-59 § 1; Ord. 2000-M-27 § 1; Ord. 1998-M-98 § 1; 1997-M-38 § 1 & 2; Ord. 1997-M-37 § 1; Ord. 1997-M-14 § 2; Ord. 1996-M-40 § 1; Ord. 1995-M-53 § 1; 1995-M-52 § 1; Ord. 1995-M-51 § 1; Ord. 1994-M-60 § 1; Ord. 1994-M-42 § 1; Ord. 1994-M-19 § 1; Ord. 1993-M-10 § 1; Ord. 1992-M-35 § 1; Ord. 1992-M-14 § 1; Ord. 1991-M-82 § 1; Ord. 1991-M-67 § 1; Ord. 1991-M-51 § 1; Ord. 1991-M-30 § 1; 1990-M-94 § 1 & 2; Ord. 1990-M-51 § 1; Ord. 1989-M-20 § 1; Ord. 1988-M-71 § 1; Ord. 1988-M-70 § 1; Ord. 1987-M-34 § 1; Ord. 1985-M-81 § 1; Ord. 1985-M-32 § 1; Ord. 1984-M-36 § 1; Ord. 1984-M-37 § 1 and 2; Ord. 1984-M-2 § 1; Ord. 1981-M-36 § 1; Ord. 1981-M-30 § 1; Ord. 1981-M-7 § 1; Ord. 1981-M-6 § 1; Ord. 1981-M-3 § 1; Ord. 1980-M-25 § 1(b), h); Ord. 1979-M-54 § 1(b); Ord. 1978-M-1 § 1; Ord. 1977-M-39 § 1; Ord. 1977-M-28 § 2; Ord. 1976-M-42 (part); Ord. 1976-M-5 (part); prior code § 24.029.)

5.08.095 Late Night Permit

- A. The late night permit is issued as a condition of a Class B-Restaurant License and Class C-Tavern; Bar; Saloon Licenses and authorizes the holder of a Class B or Class C license to apply for either a 1:00 a.m. or 2:00 a.m. late night permit. The City Council may modify the number of Late Night

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Permits upon the application, revocation, surrender, expiration without renewal or abandonment of a Class B, Class C or Late Night Permit. Class B and C licenses, absent a Class E-6 Temporary License Permit or Late Night Permit, will be permitted to operate until either 1:00 a.m. or 2:00 a.m. immediately following the day of the City of St. Charles sponsored St. Patrick's Day Parade, the Wednesday before Thanksgiving, and New Year's Eve.

Comment [SH4]: Tina - Please review

- B. The City Council may, but is not limited to, consider the following criteria in reviewing and recommending the issuance of the **late night permit** to the Liquor Control Commissioner.
1. The surrounding land uses,
 2. The business concept,
 3. The proximity to other liquor establishments,
 4. The applicant's prior business experience,
 5. The public's health, safety and welfare,
 6. Public Safety resources,
 7. Market conditions,
 8. Any other criteria that is relevant to the issuance, establishment, and administration of a retail liquor license.
- C. Annually, the liquor license renewal process shall commence on the first city business day in February. Current license holders shall submit a renewal application and include any requested changes. For those license holders applying for a new or renewing a **late night permit**, they are required to specify whether they are applying for the 1:00 a.m. or the 2:00 a.m. permit. In addition, any new or renewal applications shall include a current business concept outlining the operations intended during the **late night permit** term of one year, in conjunction with the liquor license to be issued on May 1 of the same year. Failure to provide a timely renewal application or **late night permit** application may result in a delay in issuing said license and permit by May 1 of that year.
- D. Upon receipt of a new or renewal application, the Liquor Commissioner shall cause a review of the previous year license application to determine whether there have been any changes noted with regard to ownership, management or business concept. This application shall be forwarded to:
1. Chief of Police
 2. Fire Department
 3. Finance Department
 4. Community Development Department
- E. The city departments indicated in Section D will review any infractions of any city code, reflecting negatively on the license holder that should be taken into account by the Liquor Control Commission and City Council. That information shall be returned to the Liquor Commissioner for review. In addition, the Chief of Police shall cause a review of the police related activity which will support a recommendation from the Chief of Police on whether the **late night permit** shall be issued and whether a 1:00 a.m. or 2:00 a.m. closing is recommended based on the permit application. The Chief of Police shall forward the recommendation to the Liquor Commissioner.
- F. Any application and recommendation for a new or renewal of a **late night permit**, shall be reviewed by the Liquor Control Commission. Based on this review the Local Liquor Commissioner shall make a recommendation on issuance to City Council. An applicant for a **late night permit** shall have the opportunity to be present and provide input on said application, prior to the Liquor Control Commission making a recommendation. Late night permits and renewals of late night permits shall be issued by the Liquor Commissioner with the advice and consent of the City Council.
- G. Any new liquor license application where a new **late night permit** is also applied for shall follow the same review process as outlined in paragraphs B, C, D, E and F of this Chapter.
- H. **Notice of Violation Process-Late Night Permit.** If during a liquor license year, May 1 through April 30, where a liquor license holder has been issued a **late night permit** and a notice of violation is issued by the Liquor Control Commissioner, the Liquor Control Commission shall hold a hearing

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on the matter. The liquor licensee with the **late night permit** shall be given notice of the purpose, date, time and location of the hearing in a similar manner to a liquor license violation. The matter will be heard before the Liquor Control Commission in the same manner as any license violation. The Liquor Control Commission shall provide advice and consent to the Local Liquor Control Commissioner, who shall make a final decision on the matter.

- I. **Cause to Reduce Hours, Revoke Late Night Permit or Not Issue Late Night Permit.** In the event that a liquor license holder, has applied for or been issued a **late night permit**, and has demonstrated circumstances giving reason to review whether that **late night permit** shall be issued, reduced in hours or revoked, the Liquor Control Commission shall receive input from these city departments:
 - 1. Finance Department as it relates to unpaid fees, utilities or city taxes;
 - 2. Fire Department as it relates to repetitive fire code violations affecting health and safety;
 - 3. Community Development Department, Building and Code Enforcement Division as it relates to building code violations;
 - 4. Police Department as it relates to repetitive calls for service that are indicative of underage patrons, over service of patrons, or liquor license violations affecting the safety of the general public where the licensee is not taking proactive measures to abate the problems;
 - 5. Other departments with applicable information.
 - J. The license holder shall have the opportunity to respond to information in a public hearing prior to any action being taken, by the Liquor Control Commission before sending any recommendation to City Council.
 - K. The Liquor Control Commission may recommend the issuance or denial of a requested **late night permit** for 1:00 a.m. or 2:00 a.m., or reduction in hours based on cause to the City Council for final decision.
 - L. In the event a late night permit, due to a violation, is revoked or the hour for closing is reduced, there shall be no reimbursement of the later night permit fee.
- (Ord. 2014-M-4 § 2.)

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	1,800.00	Purchase Wine w/Takeout
C-1	1,200.00	Basic Tavern Liquor License
C-2	1,200.00	Beer/Wine Only
C-3	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
D-7	500.00	Steele Beam Theatre

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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
E-7	100.00 per day	Special Events A-2/A-2B licensees
F-1	100.00	BYOB Beer and Wine Only
F-2	250.00	BYOB Beer, Wine, and Spirits

NOTE: Initial license fee is doubled for all first time Class A, B, C, D license applicant fees. (Ord. 2014-M-25 § 2; 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-25 § 2; Ord. 2014-M-4 § 3.)

- B. Proration: There shall be no proration of local liquor license fees or late night permit fees for any reason. Notwithstanding the foregoing, if an initial license is issued after November 1, the initial license fee shall be one-half (1/2) of the “Initial License Fee” set forth above.
- C. Forfeiture of License Fee: Whenever any local liquor license hereunder has been revoked as provided for in this chapter, the licensee shall incur a forfeiture of all monies that have been paid for said local liquor license.

(Ord. 2014-M-4 § 3; Ord. 2011-M-37 § 2; Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1; Ord. 2008-M-16 § 1; Ord. 2007-M-46 § 1; Ord. 2007-M-27 § 1; Ord. 2006-M-67 § 1; Ord. 2006-M-37 § 1; Ord. 2006-M-28 § 1; Ord. 2004-M-23 § 1; Ord. 2004-M-20 § 1; Ord. 2004-M-19 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-96 § 1; Ord. 2003-M-1 § 1; Ord. 2002-M-76 § 1; Ord. 2001-M-59 § 1; Ord. 2000-M-27 § 1; Ord. 1998-M-98 § 1; 1997-M-38 § 1 & 2; Ord. 1997-M-37 § 1; Ord. 1997-M-14 § 2; Ord. 1996-M-40 § 1; Ord. 1995-M-53 § 1; 1995-M-52 § 1; Ord. 1995-M-51 § 1; Ord. 1994-M-60 § 1; Ord. 1994-M-42 § 1; Ord. 1994-M-19 § 1; Ord. 1993-M-10 § 1; Ord. 1992-M-35 § 1; Ord. 1992-M-14 § 1; Ord. 1991-M-82 § 1; Ord. 1991-M-67 § 1; Ord. 1991-M-51 § 1; Ord. 1991-M-30 § 1; 1990-M-94 § 1 & 2; Ord. 1990-M-51 § 1; Ord. 1989-M-20 § 1; Ord. 1988-M-71 § 1; Ord. 1988-M-70 § 1; Ord. 1987-M-34 § 1; Ord. 1985-M-81 § 1; Ord. 1985-M-32 § 1; Ord. 1984-M-36 § 1; Ord. 1984-M-37 § 1 and 2; Ord. 1984-M-2 § 1; Ord. 1981-M-36 § 1; Ord. 1981-M-30 § 1; Ord. 1981-M-7 § 1; Ord. 1981-M-6 § 1; Ord. 1981-M-3 § 1; Ord. 1980-M-25 § 1(b), h); Ord. 1979-M-54 § 1(b); Ord. 1978-M-1 § 1; Ord. 1977-M-39 § 1; Ord. 1977-M-28 § 2; Ord. 1976-M-42 (part); Ord. 1976-M-5 (part): prior code § 24.029.)

5.08.110 Number of Licenses

At no time shall the maximum number of licenses in each class exceed the actual number of licenses issued except as amended from time to time by actions of the City Council.

(Ord. 2014-M-25 § 3; 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

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§ 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.)

5.08.120 Temporary License

Notwithstanding any provision of this chapter to the contrary, and provided that an applicant has otherwise fully complied with the requirements of this chapter and is eligible to receive a local liquor license, including the payment of the applicable local liquor license fee, the Local Liquor Control Commissioner may issue a temporary local liquor license, pending a receipt of the results of the fingerprint(s) record search for said applicant.

A temporary local liquor license shall be valid for a period of two (2) months, unless sooner terminated, as hereinafter provided.

A temporary local liquor license shall terminate upon the first of the following to occur:

1. The expiration of two (2) months after the issuance of such temporary local liquor license;
2. The receipt of satisfactory results with respect to the fingerprint(s) record search for the applicant and the issuance of the local liquor license otherwise provided for by this chapter;
3. The receipt of results with respect to the fingerprint(s) record search for the applicant which would give the Local Liquor Control Commissioner grounds not to issue the local liquor license otherwise provided for by this chapter.

The Local Liquor Control Commissioner may issue no more than two (2) temporary local liquor licenses with respect to a particular application. Any applicant requesting and receiving a temporary local liquor license does so at his own risk. Under no circumstances shall the local license fee paid be prorated or refunded, even if no local liquor license is issued.

(Ord. 2010-M-29 § 1.)

5.08.130 License – Hours of Sale

- A. It shall be unlawful for any person holding a Class A-1, A-2, A-2B, A-4, A-5, F-1, & F-2 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises any alcoholic liquor prior to the hour of 7:00 a.m. and after the hour of 10:00 p.m. on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday; and prior to the hour of 10:00 a.m. and after the hour of 10:00 p.m. on Sunday except where December 24 or December 31 occurs on a Sunday, then alcoholic liquor sales shall be unlawful prior to the hour of 8:00 a.m. and after the hour of 10:00 p.m.
(Ord. 2012-M-30 § 8.)
- B. It shall be unlawful for any person holding a Class B-1 or B-2 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday; and between the hours of 12 midnight and 10:00 a.m. on Sunday.
(Ord. 2013-M-55 § 1; Ord. 2012-M-30 § 8.)
- C. It shall be unlawful for any person holding a Class B-1, B-2, C-1, C-2, or C-3 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 7:00 a.m. on Monday, Tuesday,

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Wednesday, Thursday, Friday and Saturday; and between the hours of 12:00 midnight and 10:00 a.m. on Sunday.

(Ord. 2014-M-4 § 4; Ord. 2013-M-55 § 2; Ord. 2012-M-30 § 8.)

- D. It shall be **lawful** for any person holding a B-1, B-2, C-1, C-2 or C-3 license issued pursuant to this chapter to sell, offer for sale, in or upon any licensed premises, any alcoholic liquor until 2:00 a.m. on January 1.
(Ord. 2014-M-5 § 3; Ord. 2014-M-4 § 4.)
- E. It shall be unlawful for any person holding a Class D-1 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 2:00 a.m. and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday and Friday; between the hours of 3:00 a.m. and 7:00 a.m. on Saturday; and between the hours of 3:00 a.m. and 10:00 a.m. on Sunday.
(Ord. 2012-M-30 § 8.)
- F. It shall be unlawful for any person holding a Class D-2, D-4, D-5, D6 or D7 license issued pursuant to this liquor chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 2:00 a.m. and 10:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.
(Ord. 2012-M-30 § 8.)
- G. It shall be unlawful for any person holding a Class D-3 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 2:00 a.m. and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday; and between the hours of 2:00 a.m. and 10:00 a.m. on Sunday.
(Ord. 2012-M-30 § 8.)
- H. It shall be unlawful for any person holding a Class E-1 or E-3 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 11:00 p.m. and 7:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday, except as otherwise authorized by the City Council.
(Ord. 2012-M-30 § 8.)
- I. It shall be unlawful for any person holding a Class E-2 license or E-4 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 10:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.
(Ord. 2012-M-30 § 8.)
- J. It shall be unlawful for any person holding a Class E-5 license issued pursuant to this chapter to sell or deliver, in or upon any licensed premises, any alcoholic liquor, except during those hours as specifically set forth in said Class E-5 license.
(Ord. 2012-M-30 § 8.)
- K. It shall be **lawful** for any person holding a Class E-6 Temporary License Permit issued pursuant to this chapter to sell, offer for sale in or upon any licensed premises, any alcoholic liquor until 1:00 a.m. or 2:00 a.m. (on specified date as stated on approved permit by City Council).
(Ord. 2014-M-5 § 3.)
- 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.
(Ord. 2014-M-25 § 4)

Comment [SH5]: Added

(Ord. 2014-M-25 § 4; Ord. 2014-M-5; Ord. 2014-M-4 § 4; Ord. 2011-M-37 § 4; Ord. 2010-M-52 § 8; Ord. 2010-M-29 § 1.)

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5.08.140 License – Renewal Deadline

Any licensee may renew his local liquor license at the expiration thereof; provided, that he is then qualified to receive a local liquor license and the premises for which such renewal local liquor license is sought are suitable for such purpose; provided further, that the renewal privilege provided for in this section shall not be construed as a vested right which shall in any case prevent the City Council from decreasing the number of local liquor licenses to be issued within the City. A liquor licensee shall file an application for renewal of a local liquor license, accompanied by the applicable local liquor license fee and all required documentation, including dram shop insurance coverage, on or before April 1, in any given year. There shall be a late payment fee of fifty dollars (\$50) for failure to comply with the foregoing.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.012.)

5.08.150 License – Cessation of Business – Revocation of Licenses – Reduction in Licenses

In the event the licensee ceases to do business at the licensed premises, whether voluntarily or involuntarily (including revocation of licensee's local liquor license), other than temporarily for a period of not to exceed thirty (30) successive days, for purposes of remodeling, or for purposes other than remodeling but with the prior written approval of the Local Liquor Control Commissioner, the local liquor license of such licensee shall be deemed forfeited and the number of authorized local liquor licenses in the particular class shall automatically be reduced by one as of the date the licensee ceases to do business. If any licensee desires to close the business or place of business for more than thirty (30) successive days, said licensee shall so notify the Local Liquor Control Commissioner in writing, including the reasons therefore and requesting an extension, and the Local Liquor Control Commissioner may grant such an extension on a showing of good cause. The Local Liquor Control Commissioner shall notify in writing the City Clerk and City Council of any cessation of business by a licensee, in excess of thirty (30) days.

(Ord. 2010-M-29 § 1.)

5.08.160 License – Licensed Premises – Change of Location

A local liquor license issued under this chapter shall permit the sale of alcoholic liquor only in the premises described in the application and local liquor license. Such location may be changed only when and upon the written permit to make such change is issued by the Local Liquor Control Commissioner. No change of location shall be permitted unless the proposed new location is in compliance with the provisions and regulations of this chapter.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.011.)

5.08.170 License – Change in Name

A liquor licensee that changes the name of the establishment but does not change the location or ownership shall within 30 days of the change notify the Local Liquor Control Commissioner and pay a fee of \$50. The Local Liquor Control Commissioner shall issue a local liquor license in the new name, cause the new local liquor license to be available, and shall take possession of the local liquor license made out in the old name upon the turning over of the new local liquor license to the licensee.

(Ord. 2010-M-29 § 1.)

5.08.180 License – Licensed Premises – Change in Personnel

A. Any changes in partnerships, officers, directors, persons holding directly or beneficially more than five percent of the stock or ownership interest, or managers of establishments licensed under this chapter, shall be reported in writing to the Local Liquor Control Commissioner within ten days of the change. All new personnel shall meet all the standards of this chapter and must otherwise qualify to hold a local liquor license. All such changes in personnel shall be subject to review by the Local Liquor Control Commissioner within thirty days of the change.

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- B. When a license has been issued to a partnership and a change of ownership occurs resulting in a partnership interest by one who is not eligible to hold a liquor license, said license shall terminate.
- C. When a license has been issued to a corporation and a change takes place in officers, directors, managers, or shareholders of more than five percent of the stock, resulting in the holding of office or such shares of stock by one who is not eligible for a license, said license shall terminate.
- D. When a license has been issued to an individual who is no longer eligible for a license, said license shall terminate.
- E. All owners and managers in charge of a local liquor licensed establishment shall at all times be declared with such person(s) or entity(s) names being on record with the Local Liquor Control Commissioner and Chief of Police.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1980-M-25 § 1(e); Ord. 1976-M-5 (part): prior code § 24.010.)

5.08.190 License – Transfer

A license shall be purely a personal privilege, good for a period not to exceed one year after issuance, unless sooner revoked as in this chapter provided, and shall not constitute property; nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon death of the licensee, provided that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee when such estate consists in part of alcoholic liquor, may continue the business of the sale or manufacture of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license, but no longer than six months after the death, bankruptcy, or insolvency of such license. No refund shall be made of that portion of the local liquor license fee paid for any period in which the licensee shall be prevented from operating under such local liquor license in accordance with provisions of this section.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1980-M-25 § 1(c); Ord. 1976-M-5 (part): prior code § 24.009.)

5.08.200 License – Use of Licensed Premises After Revocation

When any license shall have been revoked for any cause, no local liquor license shall be granted to any person for the period of one year thereafter for the conduct of the business of selling alcoholic liquor in the premises described in the revoked license unless the revocation order has been vacated or unless the revocation order was entered as to the licensee only and the new licensee is not related to the revoked licensee.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.026.)

5.08.210 License – Display of License Required

Every licensee shall cause his license to be framed and hung in plain view in a conspicuous place on the licensed premises.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.028.)

5.08.220 License – Multiple Locations

Where two (2) or more locations, places or premises are under the same roof or at one street address, a separate local liquor license shall be obtained for each such location, place or premise; provided that nothing herein contained shall be so construed as to prevent any hotel or motel operator licensed under the provisions of this chapter from serving alcoholic liquor to his registered guests in any room or part of his hotel or motel, if such liquor so served shall be kept in and served from a licensed location, place or premises in said hotel or motel.

(Ord. 2010-M-29 § 1.)

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5.08.230 Licensed Premises - Location Restrictions

No license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church, school other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval station, provided, that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where sale of alcoholic liquors is not the principal business carried on, if such place of business so exempted currently holds a local liquor license issued by the City; nor to the renewal of a license for the sale at retail of alcoholic liquor on premises within 100 feet of any church or school where such church or school has been established within such 100 feet since the issuance of the original license. In the case of a church, the distance of 100 feet shall be measured to the nearest part of any building used for worship services or education programs and not to property boundaries. Nothing in this section shall prohibit the issuance of a license to a church or private school to sell at retail alcoholic liquor if any such sales are limited to periods when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquors.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1990-M-69 § 1; Ord. 1976-M-5 (part): prior code § 24.016.)

5.08.240 Stores Selling School Supplies or Food to Underage Persons

No license shall be issued to any person for the sale of any alcoholic liquor at any store or other place of business where the majority of customers are persons under the age of 21 years or where the principal business transacted consists of school books, school supplies, food, lunches, dancing, games or other amusements or drinks for such persons under the age of 21 years.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.017.)

5.08.250 Regulations Applicable Generally

A. False Statement.

It shall be a violation of this chapter for any licensee or any officer, associate, member, representative, agent, or employee of any licensee to make a false statement of fact to the Local Liquor Control Commissioner, his agent or any police officer with respect to any application for a local liquor license or investigation of any alleged violation of this chapter or law.

B. Compliance with law.

All licenses, licensees and licensed premises shall be subject to all of the provisions of the Liquor Control Act, all applicable federal and state statutes, and ordinances of the City.

C. Compliance with State Liquor Commission Rules.

All licensees shall be subject to the Rules and Regulations of the Illinois Liquor Control Commission, as amended (11 Ill. Admin. Code Part 100), specifically including, but not limited to the following:

1. No licensee, individual, partnership or corporation shall give away any alcoholic liquor for commercial purposes or in connection with the sale of non-alcoholic products or to promote the sale of non-alcoholic products.
2. No licensee, individual, partnership or corporation shall advertise or promote in any way, whether on or off licensed premises, any of the practices prohibited under subsection (1) of this section. This includes, but is not limited to, advertisements using the words "free" or "complimentary" with alcoholic liquor.
3. Subsection (1) shall not apply to wine tasting when permitted by this chapter.

D. BASSET Training.

It shall be the duty of every licensee to require their officers, associates, members, representatives, agents or any employee who sells, gives, oversees (bouncers/doormen), or delivers alcoholic liquor or beverages to be trained and certified by the Beverage Alcohol

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Sellers and Servers Education and Training Program (BASSET) licensed and administered by the State of Illinois Liquor Control Commission (ILCC). Further, BASSET training and certification shall be a prerequisite to the issuance of local liquor licenses. It shall be the duty of the City of St. Charles Liquor Control Commissioner to notify all present licensed holders and persons making application for a liquor license of this requirement.

Furthermore, BASSET verification must be made available upon request and files indicating BASSET training shall be maintained on-site of every licensee.

Any not-for-profit corporation who applies for a Class E temporary license shall be exempt from the BASSET training and certification requirements under the following conditions:

1. That the applicant has not been found in violation of any of the ordinances of the City of St. Charles within the past three years;
2. That uniformed St. Charles police officers are present during all times that alcohol is being served. The Local Liquor Control Commissioner shall determine the required number of officers which shall be present;
3. That at least one representative of the applicant organization is BASSET trained and certified;
4. That the BASSET certified representative provide and instruct BASSET training principles to all persons who will be serving alcohol pursuant to the Class E license.
5. That the Class E license holder is required to provide a bond, letter of credit or some type of surety to the City in the amount of \$1,000 prior to issuance of the license. The surety will be returned to the license holder within 30 days after the event, provided no offenses occurred during the event. In the event the license holder is charged with any type of violation during the course of the event, the surety will be retained by the City and used to cover hearing and other related costs.

(Ord. 2010-M-29 § 1; Ord. 2004-M-44 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-97 § 1; Ord. 2001-M-56 § 1; Ord. 1980-M-25 § 1(f).)

E. Warning to Underage Persons.

Every licensee shall display at all times a printed sign, which shall read substantially as follows:

“WARNING TO UNDERAGE PERSONS –

You are subject to a fine of up to seven hundred fifty (\$750) dollars under the Ordinances of the City of St. Charles if you purchase alcoholic liquor or misrepresent your age for the purposes of purchasing or obtaining alcoholic liquor.”

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 2003-M-95 § 1; Ord. 1976-M-5 (part): prior code § 24.031.)

F. Warning to Pregnant Women.

Every licensee shall display at all times a printed sign, which shall be framed and hung in plain view reading as follows:

“Government Warning: According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects.”

G. Sanitary Conditions.

All premises used for the retail sale of alcoholic liquor, or for the storage of such liquor or such sale, shall be kept in a clean and sanitary condition, and shall be kept in full compliance with all applicable laws and ordinances regulating the condition of premises used for the storage or sale of food for human consumption.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.014.)

H. Athletic Amusements, Contests, Demonstrations, Entertainment, Activities, Events and Exhibitions on the Licensed Premises Prohibited – Exceptions.

1. The following athletic amusements, contests, demonstrations, entertainment, activities, events and exhibitions are prohibited at all establishments licensed by this

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chapter:

- i. Races between persons, animals or vehicles.
 - ii. Baseball games.
 - iii. Boxing, kickboxing, wrestling, hand-to-hand combat and martial arts.
 - iv. Ultimate fighting, including, without limitation, physical combat between two (2) or more individuals who attempt to defeat the opponent by using elbow strikes, kicking, choking, bare knuckles, boxing, wrestling, martial arts techniques or any combination thereof.
 - v. Any other such athletic amusement, contest, demonstration, entertainment, activity, event and/or exhibition.
2. Notwithstanding the forgoing, the Local Liquor Control Commissioner, in his sole discretion, may approve, in writing, any athletic amusement, contest, demonstration, entertainment, activity, event and/or exhibition prohibited by this section, subject to the prior consent of the City Council pursuant to a resolution. In the event of approval, as provided herein, the licensee shall secure a permit for such athletic amusement, contest, demonstration, entertainment, activity, event and/or exhibition, as appropriate and as required by this Code.
3. The licensee shall provide sufficient members and equipment of the police department and the fire department, including paramedic personnel, as the City Council determines necessary in its resolution consenting to such athletic amusement, contest, demonstration, entertainment, activity, event and/or exhibition. The licensee shall be responsible for all fees, payments and salaries of such members and personnel. The licensee shall be required to post a cash deposit to secure the payment of estimated fees, payments and salaries of such members and personnel. If said deposit does not cover the actual amount due, licensee is responsible for any balance due.

(Ord. 2010-M-29 § 1; Ord. 2008-M-80 § 1.)

I. Gambling on Licensed Premises Prohibited.

It is unlawful to permit any gambling except, as may be authorized by the state, on any premises licensed to sell alcoholic liquor.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.021.)

J. Refilling Original Packages.

No person licensed under this chapter shall fill or refill, in whole or in part, any original package of alcoholic liquor with the same or any other kind or quality of alcoholic liquor; and it is unlawful for any person to have in his possession for sale at retail any bottles, casks, or other containers containing alcoholic liquor, except in original packages.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.022.)

K. Solicitation on Licensed Premises Prohibited.

It is unlawful for any licensee, his manager, or other person in charge of any licensed premises where alcoholic liquor is sold or offered for sale for consumption thereon, to engage, employ or permit the engagement or employment of any person, nor shall any person be permitted to remain on said premises, who shall solicit any patron or customer thereof to purchase alcoholic or non-alcoholic liquor for said person, or any other person therein; nor shall any person, whether employee, entertainer, or otherwise, solicit any patron or customer therein to purchase alcoholic or non-alcoholic liquor for herself or himself or any other person therein; provided, however, that nothing contained in this section shall prohibit any adult manager, bartender or waitress who shall be regularly employed therein from accepting and serving the order of a patron or customer in the regular course of employment as such manager, bartender or waitress.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.023.)

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- L. Quantity Sales for On Premises Consumption.
It is unlawful for any licensee, other than a hotel offering restaurant service or regularly organized club or restaurant within the meaning of that term as defined in the Illinois act entitled "An Act Relating to Alcoholic Liquors," approved January 31, 1934, as amended, to sell, give away or permit to be sold, served or given away for consumption on the licensed premises any distilled spirits, except by the glass in individual servings not exceeding thirteen fluid ounces.
(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.024.)
- M. Election Days.
Licensees may sell at retail any alcoholic liquor on the day of any national, state, county or municipal election, including primary election, including hours the polls are open, within the political area in which such election is being held.
(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.018.)
- N. Happy Hour Regulations.
No licensee shall violate the "happy hour" regulations set forth in 235 ILCS 5/6-28, as amended from time to time. Notwithstanding the foregoing, the following further and more restrictive prohibitions shall apply to all licensees:
1. No licensee, employee or agent shall serve more than one (1) drink of alcoholic liquor at one (1) time to one (1) person for consumption by that one (1) person.
 2. No licensee, employee or agent shall serve more than two (2) drinks of alcoholic liquor at one (1) time to one (1) person for consumption by that one (1) person and one (1) other person; and
 3. No licensee, employee or agent shall serve more than two (2) drinks of alcoholic liquor at one (1) time to one (1) person for consumption by that one (1) person and two (2) or more other persons.
- (Ord. 2010-M-29 § 1; Ord. 2008-M-16 § 2; Ord. 2004-M-12 § 1.)
- O. After Hour Occupancy of Establishment.
1. It is unlawful for any person to sell or offer for sale, at retail, or to give away, in or upon any licensed premises, any alcoholic liquor during the hours in which sale of such alcoholic liquors is prohibited. It is unlawful to keep open for business or to admit the public to, or permit the public to remain within, or to permit the consumption of alcoholic liquor in or upon any premises in which sale of such alcoholic liquor is prohibited. Establishments at which the primary purpose of the premises shall be for retail sales other than the sale of alcoholic liquors, such as food store, drug store mass merchandiser, clubs, hotels and motels may remain open for business during such hours, but no alcoholic liquor may be sold or consumed during such hours. The licensee and any of its employees and no other persons shall be allowed to remain on or about the licensed premises to clean up or perform maintenance on the premises.
 2. All premises in which alcoholic liquors are sold at retail for consumption on the premises and which are located below ground level shall have visible access to the interior for purposes of police inspection and the after hours safety of the occupants. Such visible access may be through an exterior door with a window measuring not less than eight inches by eight inches.
 3. It is unlawful for any person to consume any alcoholic liquor on any premises licensed under the provisions of this chapter during the hours when the sale of such alcoholic liquor is prohibited by this chapter, including, but not limited to the licensee, its officers, agents and employees.
- (Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1 ; Ord. 2000-M-104 § 1; Ord. 1995-M-53 § 5 & 6; Ord. 1995-M-22 § 1; Ord. 1988-M-73 § 1; Ord. 1988-M-72 § 1; Ord. 1987-M-34 §

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2; Ord. 1986-M-32 § 1; Ord. 1985-M-32 § 2; Ord. 1984-M-69 § 1; Ord. 1984-M-36 § 3; Ord. 1984-M-37 § 4; Ord. 1982-M-49 § 1; Ord. 1976-M-42 (part); Ord. 1976-M-14 § 2; Ord. 1976-M-5 (part): prior code § 24.033 & 24.034.)

P. Employment of Underage Persons.

1. It shall be unlawful for any licensee, or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under the age of twenty-one (21) years to attend bar and/or to draw, pour or mix any alcoholic liquor in any licensed premises; provided, that the provisions of this subsection shall not be construed to prevent the employment of persons who are **at least eighteen (18) years of age** as waiters or waitresses for the purpose of serving food and alcoholic liquor on the licensed premises.
2. It shall be unlawful for any licensee, or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under twenty-one (21) years of age to sell any alcoholic liquor in any licensed premises.

(Ord. 2010-M-29 § 1; Ord. 2004-M-43 § 1; Ord. 2004-M-12 § 1.)

Q. Licenses – Curb/Drive-Through Service.

No license issued under this chapter authorizes the sale, gift or delivery of alcoholic liquor utilizing curb service, drive-through window, or any other similar methodology. All such sales, gifts or deliveries are prohibited.

R. Harboring Intoxicated Persons.

No licensee under the provisions of this chapter, either individually or through agents or employees, shall harbor or permit any intoxicated person or persons to loiter on the premises, or to permit any conduct, which shall tend to disturb the peace and quiet of the neighborhood.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.036.)

S. Prohibited Sales.

1. No licensee nor any officer, associate, member, representative, agent or employee of such licensee shall sell, give, **deliver, or allow the consumption of** alcoholic liquor to any person under the age of twenty-one (21) years, or to any intoxicated person or to any person known by him or her to be under legal disability or in need of mental treatment.
2. For the purpose of preventing the violation of this section, any licensee, or his agent or employee, shall refuse to sell, deliver, **serve, or allow the consumption of** alcoholic liquor to any person who is unable to produce adequate written evidence of identity and of the fact that he or she is twenty-one (21) years of age or older.
3. Adequate written evidence of age and identity of the person is a document issued by a federal, state, county, or municipal government, or a subdivision or agency thereof, including, but not limited to, a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act, or an identification card issued to a member of the Armed Forces. Proof that the licensee, or his employee or agent, demanded, was shown and reasonably relied upon such written evidence in any transaction, forbidden by this section is an affirmative defense in any proceeding to enforce this section or to any proceedings for the suspension or revocation of any local liquor license based thereon.
4. It is unlawful for any holder of a liquor license, or his or her agent or employee, to suffer or permit any person under the age of 21 years to be or remain in any room or any compartment adjoining or adjacent to or situated in the room or place where such licensed premise is located; provided, that this subsection shall not apply to any such person under the age of 21 years who is accompanied by his or her agent or

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guardian; or

- a. That portion of any licensed premise which derives its principal business from the sale of service or commodities other than alcoholic liquor; or
- b. Any public place that engages in the retail sale of alcoholic liquors for consumption on the premises where the sale and consumption of food predominates the sale and consumption of alcoholic liquor except as otherwise prohibited for Class B and Class C licenses, as hereinafter provided in this chapter; or
- c. A picnic, bazaar, fair, festival, wedding or similar assembly where food is dispensed and only where the dispensing of food predominates for a period from 12:00 noon to midnight and subject to the other applicable provisions as set forth in this Code; or
- d. Any licensed premise which, for a period of at least 30 minutes prior to the admission of minors and for at least 30 minutes after the departure of minors, does not dispense or sell any alcoholic liquor to any person on the premise.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1995-M-1 § 1; Ord. 1988-M-14 § 1; Ord. 1987-M-81 § 1; Ord. 1980-M-25 § 1(g); Ord. 1976-M-5 (part): prior code § 24.020.)

T. B.Y.O.B. (Bring Your Own Bottle) Prohibited in Licensed Premises.

It is unlawful for any licensee, or his or her agent or employee, to permit any person to consume any alcoholic liquor on the licensed premises that was not purchased from the licensee.

U. Prohibited Entertainment.

It shall be unlawful to permit the following conduct on licensed premises:

1. Performance of acts, or simulated acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or other sexual acts.
2. The actual or simulated touching caressing or fondling of the breasts, buttocks, pubic hair, anus or genitals.
3. The actual or simulated display of the breasts, buttocks, pubic hair, anus, vulva, or genitals.
4. Permitting any person to remain upon licensed premises who exposes to public view any portion of his or her breasts, buttocks, pubic hair, genitals, vulva or anus.

V. Teen Club/Teen Dance Club Prohibited.

It is unlawful to permit or operate a teen club/teen dance club at any time on any premises licensed to sell alcoholic liquor. For purposes of this subsection V, a teen club/teen dance club is defined as follows:

Any premises open to the public, all or any constituent part of which is restricted to the admission of, and which caters and/or is promoted to, patrons between the ages of thirteen (13) and twenty (20), inclusive, irrespective of whether admission is with or without an admission fee or charge, where patrons enjoy dancing, live and recorded music and entertainment, video or arcade games or other games or devices related to amusement or entertainment, or where videotape presentations are shown. "Teen Club/Teen Dance Club" does not include places operated by government entities, schools, religious institutions or any other non-commercial organization which might occasionally host or sponsor entertainment or activities for teenagers incidental to the organization's principle purpose.

(Ord. 2012-M-30 § 9.)

W. Payment of Taxes, Fees, Charges and Other Monies to City when Due.

It is the obligation of every licensee to pay to the City, **ON OR BEFORE THE DUE DATE**, each and every tax (including, but not limited to the St. Charles Alcohol Tax),

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fee, charge or other monetary obligation imposed by and/or owed to the City by said licensee.

The failure of a licensee to make any required payment, **ON OR BEFORE THE DUE DATE**, shall subject the licensee to a Citation being issued to determine if the licensee shall be fined or having its license suspended or revoked.

THERE IS A ZERO TOLERANCE POLICY. THE CITATION SHALL BE PROSECUTED TO ITS CONCLUSION, REGARDLESS OF WHETHER THE PAYMENT IS SUBSEQUENTLY MADE AFTER THE DUE DATE.

(Ord. 2012-M-30 § 9.)

(Ord. 2010-M-29 § 1.)

5.08.260 Regulations Applicable to Certain Licenses Only

A. Class A Licenses - Single Serving Sales Prohibited.

Beer in containers of 16 ounces or less shall not be sold to any person in quantities of less than six cans or bottles for consumption. The above provision shall not be applicable to the permitted sale of beer for consumption on the premises when brewed on the premises of a Class A-4 license.

B. Class A, Class D-1 and Class E Licenses - Wine and Beer Tasting.

Class A and D-1 local liquor license holders may conduct on premise wine and beer tasting, but only in connection with the bona fide sale of wine or beer in the original package for consumption not on the premises. Wine and beer tasting shall be confined to samples of not more than one ounce (1 oz.) of wine and two ounces (2 oz.) of beer in conjunction with the anticipated sale of wine and beer. The sample shall be provided without compensation. Class E local liquor license holders may conduct such wine and beer tasting, but only with the written approval of the Local Liquor Control Commissioner.

C. Class B, Class C, Class D-1 and Class E Licenses - Live Entertainment.

Class B, C and D-1 local liquor licenses may permit live entertainment as defined in this chapter and as regulated by this chapter and the City's zoning ordinance. Live entertainment may be permitted during the hours that alcoholic liquor may be sold. Notwithstanding the foregoing, outdoor live entertainment is expressly prohibited every day between the hours of 10:00 p.m. and noon the following day. Further the sound level of any amplified outdoor entertainment shall not exceed sixty (60) decibels at the property line of any residential district.

Class E licenses shall permit live entertainment only as expressly permitted in the approval of any such Class E license.

D. Class B and Class C Licenses – Underage Persons Prohibited in Licensed Premises at Certain Times.

Notwithstanding any provision of this chapter to the contrary, no Class B or Class C licensee shall permit any person under the age of twenty-one (21) years to enter or remain upon the licensed premises after the hour of 11:00 p.m., unless such person is accompanied by his or her parent or legal guardian at all times.

From and after the hour of 11:00 p.m. until closing, every Class B and Class C licensee shall verify that each person entering or remaining on the licensed premises is at least twenty-one (21) years of age, unless such person is accompanied by his or her parent or legal guardian at all times. This restriction shall not apply to private gatherings within an establishment, the location of which has been segregated from the general public within said establishment.

From and after the hour of 11:00 p.m. until closing, every Class B and Class C licensee shall have an employee or agent posted, at all times, at each entrance to the licensed

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premises who shall be responsible for verifying that each person entering the licensed premises is at least twenty-one (21) years of age, unless accompanied by his or her parent or legal guardian.

Notwithstanding the foregoing, the provisions of this subsection D shall not be applicable to any person under the age of twenty-one (21) years lawfully employed at the licensed premises, provided that such person is on duty, working and being compensated therefore. (Ord. 2010-M-52 § 9.)

E. Class B and Class C Licenses – Sale/Consumption of Alcoholic Liquor on Licensed Premises Only – Defined.

Class B and Class C licenses authorize the retail sale of alcoholic liquor for consumption solely on the licensed premises. Class B and Class C licenses shall not engage in the sale of alcoholic liquor nor suffer or permit the consumption of alcoholic liquor, except on the licensed premises. For purposes of this prohibition, "premises" means the interior of the building governed by a Class B or C license. "Premises" specifically excludes sidewalks, streets, parking areas and grounds adjacent to any such building, regardless of whether such sidewalks, streets, parking areas and grounds adjacent to any such building are under the ownership or control of the licensee.

Notwithstanding the foregoing, a patio, deck or similar area may be specifically authorized and designated as being included in a Class B or Class C licensee's licensed premises, if the Local Liquor Control Commissioner, in his sole discretion, approves the sale and/or consumption of alcoholic liquor, in such patio, deck or similar area, on the site plan required for each Class B and Class C license.

F. Class B Licenses – Holding Bar

Class B licensed premises are permitted to have a holding bar on said premises, provided that said holding bar shall not contain seating in excess of 20% of the total number of seats approved for said premises.

(Ord. 2012-M-30 § 10.)

(Ord. 2010-M-29 § 1.)

5.08.270 Underage Persons

- A. No person, after purchasing or otherwise obtaining alcoholic liquor, shall sell, give, or deliver such alcoholic liquor to another person under the age of twenty-one (21) years, except in the performance of a religious ceremony or service.
- B. No person shall sell, give, or furnish to any person under the age of twenty-one (21) years any false or fraudulent written, printed, or Photostatted evidence of the age and identity of such person nor shall anyone sell, give or furnish to any person under the age of twenty-one (21) years evidence of age and identification of any other person.
- C. No person under the age of twenty-one (21) years shall present or offer to any licensee, his agent or employee, any written, printed, or photostatted evidence of age and identity which is false, fraudulent, or not actually his own for the purpose of ordering, purchasing, attempting to purchase or otherwise procuring or attempting to procure, the serving of any alcoholic liquor, nor shall any person have in his possession any false or fraudulent written, printed, or photostatted evidence of age and identity.
- D. No person under the age of twenty-one (21) years shall have any alcoholic liquor in his possession nor shall any such person consume any alcoholic liquor. This section does not apply to possession by a person under the age of twenty-one (21) years or consumption in the performance of a religious ceremony or service.
- E. This section does not apply to possession by a person under the age of twenty-one (21) years making a delivery of alcoholic liquor in pursuance of the order of his or her parent or in pursuance of his or her employment.

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Any person violating this section shall be fined two-hundred fifty dollars (\$250.00) for the first offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1995-M-1 § 1; Ord. 1988-M-14 § 1; Ord. 1987-M-81 § 1; Ord. 1980-M-25 § 1(g); Ord. 1976-M-5 (part): prior code § 24.020.)

5.08.280 Peddling Alcoholic Liquor in City Prohibited

It is unlawful to peddle alcoholic liquor in the City.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.013.)

5.08.290 Possession of Alcoholic Liquor in Motor Vehicle

No person shall transport, carry, possess or have any alcoholic liquor within the passenger area of any motor vehicle, except in the original package and with the seal unbroken.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5(part): prior code § 24.027.)

5.08.300 Sale, Delivery, Consumption and Possession of Alcoholic Liquor on Public Property

It is unlawful for any person to sell, deliver, consume or possess, except in original packages with seals unbroken, any alcoholic liquor upon any streets, sidewalk, alley or other public right-of-way and City property. However, upon approval of the City Council and the consent of the Local Liquor Control Commissioner, this section shall not apply to the premises of a Class E license issued pursuant to this chapter.

Notwithstanding the foregoing, alcoholic liquor may be sold, delivered, consumed and possessed on the public right-of-way adjacent to Class B licensed premises located within the First Street TIF District (described below), subject to: (a) approval of the City Council, (b) the premises obtaining a Sidewalk Café permit pursuant to Section 12.04.102 of this Code and (c) strict compliance with the site drawing (including conditions imposed by the Local Liquor Control Commissioner thereon) approved in conjunction with the issuance of the Class B license for said premises.

~~The First Street TIF District is described as follows: That part of the Northwest Quarter and the Southwest Quarter of Section 27, Township 40 North, Range 8, East of the Third Principal Meridian in the City of St. Charles, Kane County, Illinois described as follows: Beginning at the northeast corner of Block 44 in Original Town of St. Charles, said point also being the intersection of the south right of way line of Main Street (Illinois Route 64) and the westerly right of way line of 2nd Street (Illinois Route 31); thence easterly along said southerly right of way line to the west bank of the Fox River; thence southerly along said west bank to the southerly right of way line of Indiana Street; thence westerly along said southerly right of way line to the easterly right of way of 1st Street; thence southerly along the easterly right of way line of 1st Street to the northerly right of way line of Prairie Street; thence easterly along said northerly right of way line of Prairie Street to the northerly extension of the west line of Lot 5 in the Piano Factory of St. Charles Subdivision; thence southerly along the west line of said Lot 5 and the northerly extension thereof to the most southerly corner of said Lot 5; thence southwesterly along the extension of the southeasterly line of said Lot 5 to the westerly right of way line of 2nd Street (Illinois Route 31); thence northerly along said westerly right of way line of 2nd Street to the Point of Beginning.~~

Any person violating this section shall be fined not less than one hundred dollars (\$100.00) for the first offense nor more than two hundred fifty dollars (\$250.00) for each subsequent offense.

(Ord. 2010-M-67 § 1; Ord. 2010-M-36 § 1; Ord. 2010-M-29 § 1; Ord. 2008-M-43 § 1; Ord.

Comment [SH6]: Delete per City Attorney

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2007-M-75 § 1; Ord. 2004-M-12 § 1; Ord. 1982-M-62 § 1; Ord. 1976-M-5 (part): prior code § 24.039.)

5.08.310 Responsibility of the Owner or Occupant of Premises

Except under the direct supervision and approval of the parents or parent, it is unlawful for any owner or occupant of any premises located within the City to knowingly allow a person under the age of twenty-one (21) years to remain on such premise while in the possession of alcoholic liquor or while consuming alcoholic liquor in violation of this chapter.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1995-M-1 § 1; Ord. 1982-M-48 § 1.)

5.08.320 License – Revocation or Suspension – Hearing Procedure

- A. The Local Liquor Control Commissioner may, in accordance with the law and the provisions of the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.), as amended, revoke or suspend any license issued under his authority if he determines that the licensee has violated any of the provisions of said Act or of any ordinance or resolution enacted by the corporate authorities of the City or any applicable rule or regulation established by the Local Liquor Control Commissioner or the Illinois Liquor Control Commission which is not inconsistent with law. In addition to or in lieu of a suspension, the Local Liquor Control Commissioner may levy a fine on the licensee for such violations. The fine imposed shall not exceed One Thousand (\$1,000) Dollars for a first violation within a twelve (12) month period, One Thousand Five Hundred (\$1,500) Dollars for a second violation within a twelve (12) month period, and Two Thousand Five Hundred (\$2,500) Dollars for a third or subsequent violation within a twelve (12) month period. Each day on which a violation continues shall constitute a separate violation. Not more than Fifteen Thousand (\$15,000) Dollars in fines under this section may be imposed against any licensee during the period of his license. Proceeds from such fines shall be paid into the general corporate fund of the City Treasury. However, no such license shall be so revoked or suspended and no license shall be fined except after a public hearing by the Local Liquor Control Commissioner with a three-day written notice to the licensee, affording the licensee an opportunity to appear and defend. Further, in the event that the Local Liquor Control Commissioner shall find a licensee guilty of violating any provision of this chapter, he may order the licensee to pay to the City the following: 1) reasonable attorney's fees incurred by the City, the Chief of Police and the Local Liquor Control Commissioner; and 2) reasonable costs, including but not limited to the costs of court reporter fees and witness fees incurred by reason of the hearing.
- B. If the Local Liquor Control Commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community, he may, upon the issuance of a written order stating the reason for such conclusions and without notice of hearing, order the licensed premises closed for not more than seven days, giving the licensee an opportunity to be heard during that period; except, if the licensee is also engaged in another business on the licensed premises, such order shall not be applicable to such other business.
- C. The Local Liquor Control Commissioner shall within five (5) days after such hearing, if he determines after such hearing that the license should be revoked or suspended, or that the licensee should be fined, state the reason for such determination in a written order of revocation or suspension and serve a copy of such order within the five (5) days upon the licensee.
- D. Review of decisions of the Local Liquor Control Commissioner shall be as provided for in Section 5/7-9 of Chapter 235 of the Illinois Compiled Statutes.

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(Ord. 2010-M-29 § 1; Ord. 2007-M-72 § 1; Ord. 2004-M-12 § 1; Ord. 2001-M-23 § 1; Ord. 1995-M-53 § 7; Ord. 1976-M-5 (part): prior code § 24.003(B).)

5.08.330 List of Licenses and Revocations

The Local Liquor Control Commissioner shall keep or cause to be kept a complete record of all licenses issued by him and shall furnish the clerk, treasurer and Chief of Police a copy thereof; upon the issuance of any new license, or the revocation of any old license, the Local Liquor Control Commissioner shall give written notice of such action to each of said officers, and in case of revocation a written notice shall be given to the licensee whose license has been revoked. All notices provided for in this section shall be given forty-eight (48) hours from the time of any such action or actions. Notice shall also be given to the Illinois Liquor Control Commission of the revocation of any and all such licenses.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.007.)

5.08.340 Forfeiture of Fees Upon License Revocation

Whenever any license under this chapter has been revoked, as provided for in this chapter, the license shall incur a forfeiture of all moneys that have been paid for said license.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1976-M-5 (part): prior code § 24.025.)

5.08.350 Owner of Premises Permitting Violation

If the owner of the licensed premises or a person from whom the license derives the right to possession of such premises, or the agent of such owner or person, shall knowingly permit the licensee to use said licensed premises in violation of the terms of this chapter, said owner, agent or other person shall be deemed guilty of a violation of this chapter to the same extent as said licensee and be subject to the same punishment.

(Ord. 2010-M-29 § 1.)

5.08.360 Acts of Agent or Employee; Liability of Licensee; Knowledge

Every act or omission of whatsoever nature constituting a violation of any of the provisions of this chapter, by any officer, director, manager or other agent or employee of any licensee, shall be deemed and held to be the act of such employer or licensee, and said employer or licensee shall be punishable in the same manner as if said act or omission had been done or omitted by him personally.

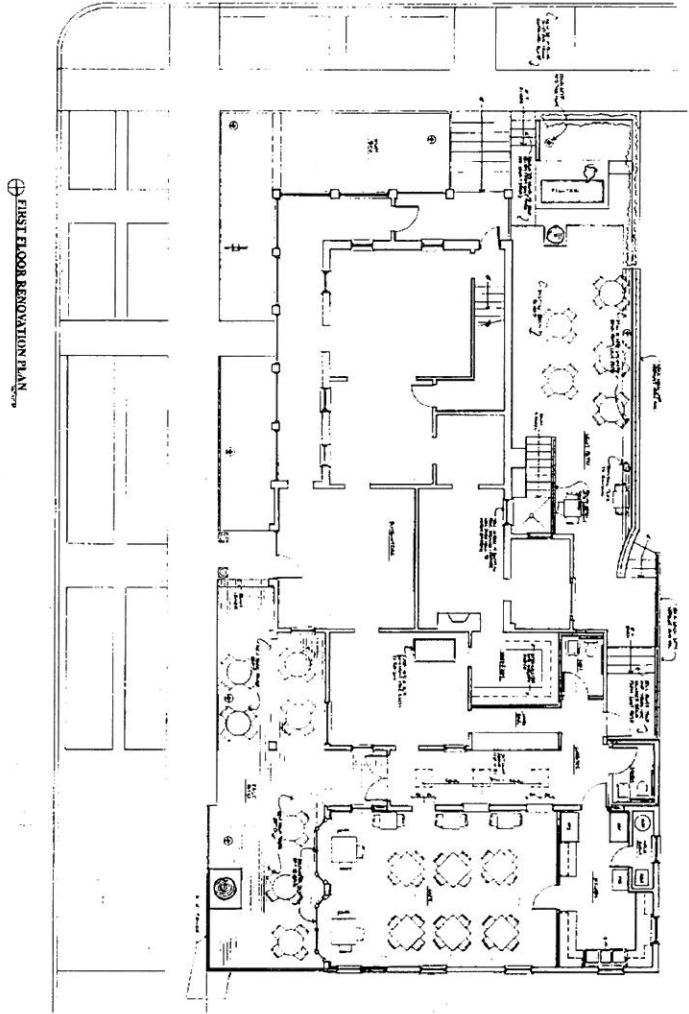
(Ord. 2010-M-29 § 1.)

5.08.370 Violation - Penalty

Any person, firm, or corporation violating any provision of this chapter shall, upon conviction, be fined not less than one hundred dollars (\$100.00) for the first offense and up to seven hundred and fifty dollars (\$750.00) for each subsequent offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Ord. 2010-M-29 § 1; Ord. 2004-M-12 § 1; Ord. 1982-M-62 § 2.)

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3			TOWNHOUSE BOOKS & CAFE
			ADDITIONS & ALTERATIONS
			105 NORTH SECOND AVENUE ST. CHARLES, ILLINOIS

(Ord. 1997-M-14 § 2.)

FIGHTING

Chapter 9.09

FIGHTING

Sections:

9.09.10 Fighting Prohibited

9.09.010 Fighting Prohibited

No person shall physically fight with another person without legal justification. Any person violating this Section shall be punished by a fine of not less than five hundred dollars (\$500.00) for their first related offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense. (Ord. 2012-M-48 § 1; Ord. 2011-M-14 § 1.)

PROFANITY – INDECENT CONDUCT

Chapter 9.16

PROFANITY - INDECENT CONDUCT⁴

Sections:

- 9.16.010 Bathing or swimming in public place.
- 9.16.020 Public urination, defecation prohibited.

9.16.010 Bathing or swimming in public place.

It is unlawful for any person to swim or bathe at any public place or in a place open to public view unless such person is adequately garbed in a bathing suit or other suitable garment to protect his person from exposure.

(Ord. 1978-M-45 § 1: prior code § 28.017.)

9.16.020 Public urination, defecation prohibited.

It shall be unlawful for any person to urinate or defecate:

- A. in or on a public street, alley, sidewalk, yard, park, building, structure, plaza, public or utility right-of-way, or other public place other than a restroom; or
- B. in public view.

Any person violating this Section shall be punished by a fine of not less than two hundred fifty dollars (\$250.00) for their first offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense.

(Ord. 2012-M-48 § 2; Ord. 2009-M-70 § 1.)

DISORDERLY CONDUCT

Chapter 9.20

DISORDERLY CONDUCT⁵

Sections:

9.20.010	Disorderly conduct - Designated - Prohibited.
9.20.020	Intoxication in public place prohibited.
9.20.030	Disturbing lawful assemblages prohibited.
9.20.040	Unlawful assemblages.

9.20.010 Disorderly conduct - Designated - Prohibited.

It is unlawful for a person to commit disorderly conduct. A person commits disorderly conduct when he knowingly:

- A. Does any act in such unreasonable manner as to alarm or disturb another and to provoke a breach of the peace; or
- B. With intent to annoy another, makes a telephone call, whether or not conversation thereby ensues; or
- C. Enters upon the property of another for a lewd or unlawful purpose; deliberately looks into a dwelling on the property through any window or other opening.

(Ord. 1969-M-3 § 1: prior code § 28.002.)

9.20.020 Intoxication in public place prohibited.

It is unlawful for any person to be in an intoxicated condition and disorderly on or in any street, alley or other public place in the City. Any person violating this Section shall be punished by a fine of not less than two hundred fifty dollars (\$250.00) for their first offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense.

(Ord. 2012-M-48 § 3; Ord. 2008-M-47 § 1; Prior code § 28.003.)

Emergency Treatment (Exemptions to 9.20.020)

A person who appears to be intoxicated in a public place and who may be in danger to himself or others may be assisted to his home, a treatment facility or other health/public facility either directly by the police or through an intermediary person. Such person shall be detained for protective custody purposes only, and shall not be cited and/or arrested. Being intoxicated shall not be the sole basis for the offense of Public intoxication (20 ILCS 301/25-15; 20 ILCS 301/55-15).

9.20.030 Disturbing lawful assemblages prohibited.

It is unlawful for any person to disturb any lawful assemblage or gathering in this city.

(Prior code § 28.009.)

9.20.040 Unlawful assemblages.

DISORDERLY CONDUCT

It is unlawful to collect, gather, or be a member of any disorderly crowd, or any crowd gathering together for any unlawful purpose.
(Prior code § 28.014.)

ADMINISTRATIVE ADJUDICATION

Chapter 9.65 ADMINISTRATIVE ADJUDICATION

Sections:

- 9.65.010 Administrative Adjudication of Municipal Code Violations
- 9.65.020 Administrative Adjudication Procedures Not Exclusive
- 9.65.030 Code Hearing Units; Powers of Hearing Officers
- 9.65.050 Rules of Evidence Shall Not Govern
- 9.65.060 Judicial Review
- 9.65.070 Enforcement of Judgment
- 9.65.080 Impact on Existing Administrative Adjudication Systems
- 9.65.090 Severability
- 9.65.010 Administrative Adjudication of Municipal Code Violations

A. The City of St. Charles hereby provides for a system of administrative adjudication of municipal code violations to the extent permitted by the Illinois Constitution and as expressly authorized by the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 et seq., as amended. As used in this ordinance, a “system of administrative adjudication” shall include the adjudication of any violation of the City of St. Charles municipal ordinances, except for:

1. proceedings not within the statutory or the home rule authority of municipalities; and
2. any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles; and
3. any reportable offense under Section 6-204 of the Illinois Vehicle Code; and
4. proceedings governed by Chapter 2.19 and Title 17 of the St. Charles Municipal Code.

(Ord. 2013-M-67 § 1.)

B. The “system of administrative adjudication” shall also include offenses under the Criminal Code which may, at the discretion of the Chief of Police or his sworn officers, be filed as a Municipal Code violation, with the following exceptions:

1. Any felony or crime of moral turpitude.

9.65.020 Administrative Adjudication Procedures Not Exclusive

A. The adoption by the City of a system of administrative adjudication does not preclude the City from using other methods to enforce municipal ordinances, including but not limited to, relief in the Circuit

Court for the Sixteenth Judicial Circuit, Kane County, Illinois, the Eighteenth Judicial Circuit, DuPage County, Illinois, or any other court of competent jurisdiction.

B. The adoption by the City of a system of administrative adjudication does not preclude the City from using other methods to enforce the laws of the State of Illinois.

ADMINISTRATIVE ADJUDICATION

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9.65.030 Code Hearing Units; Powers of Hearing Officers

A. There is hereby established a Code Hearing Unit in the City of St. Charles municipal government. The Code Hearing Unit shall have jurisdiction to adjudicate any violation of the City of St. Charles Municipal Ordinances (hereinafter referred to from time to time as "Code Violations") except for the following:

1. proceedings not within the statutory or the home rule authority of municipalities; and
2. any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles; and
3. any reportable offense under Section 6-204 of the Illinois Vehicle Code; and
4. proceedings governed by Chapter 2.19 and Title 17 of the St. Charles Municipal Code.

(Ord. 2013-M-67 § 2.)

B. Hearing Officers shall preside over all administrative adjudication hearings. The powers and duties of Hearing Officers shall include the following:

1. hearing testimony and accepting evidence that is relevant to the existence of the code violation;
2. issuing subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;
3. preserving and authenticating the record of the hearing and all exhibits and evidence introduced at the hearing;
4. issuing a determination, based on the evidence presented at the hearing, of whether a code violation exists. The determination shall be in writing and shall include a written finding of fact, decision, and order including the fine, penalty, or action with which the defendant must comply;
5. imposing penalties as set forth below, and assessing costs upon finding a party liable for the charged violation, except, however, that in no event shall the Hearing Officer have authority to (i) impose a penalty of incarceration, or (ii) impose a fine in excess of \$50,000, or at the option of the municipality, such other amount not to exceed the maximum amount established by the Mandatory Arbitration System as prescribed by the Rules of the Illinois Supreme Court from time to time for the judicial circuit

in which the municipality is located. The maximum monetary fine under this item (5), shall be exclusive of costs of enforcement or costs imposed to secure compliance with the municipality's ordinances and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the City; and

6. the amount of penalty imposed shall be as set forth in this Paragraph. Said penalties shall not, in any way, modify the amount or type of penalty applicable to any code violation filed in the Circuit Court. Regardless of whether a party requests a hearing pursuant to this Chapter, the penalty for citations issued in accordance herewith shall be as follows:

- a. Section 13.16.205, Water Conservation, \$50;
- b. Section 8.24.070, Deposits on Streets, \$50;
- c. Section 12.04.185, Snow Removal, \$50;
- d. Section 9.32.010, Unauthorized Posting, \$50;
- e. Section 9.24.010 et seq., Noise Prohibitions, \$75;
- f. Section 8.20.010, Prohibition of Fireworks, \$75;
- g. Section 5.16.060(A), Prohibited Sale of Tobacco to Minors, \$75;
- h. Section 10.06.010, Automated Traffic Law Enforcement System violation, as set forth in Section 10.06.010; and,
- i. all other code violations fines within the jurisdiction of this system of administrative adjudication are listed under their own specific code title.

C. Prior to conducting administrative adjudication proceedings, administrative Hearing Officers shall have successfully completed a formal training program which includes the following:

ADMINISTRATIVE ADJUDICATION

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- 1. instruction on the rules of procedure of the administrative hearings which they will conduct;
- 2. orientation to each subject area of the code violations that they will adjudicate;
- 3. observation of administrative hearings; and
- 4. participation in hypothetical cases, including ruling on evidence and issuing final orders.

In addition, every administrative Hearing Officer must be an attorney licensed to practice law in the State of Illinois for at least three (3) years.

D. A proceeding before a code hearing unit shall be instituted upon the filing of a written pleading by an authorized official of the municipality.

9.65.050 Rules of Evidence Shall Not Govern

The formal and technical rules of evidence shall not apply in an adjudicatory hearing permitted under this Division. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

9.65.060 Judicial Review

Any final decision by a Code Hearing Unit shall constitute a final determination for purposes of judicial review, and shall be subject to the Illinois Administrative Review Law (735 ILCS 5/3-101 et seq.).

9.65.070 Enforcement of Judgment

A. Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of or the failure to exhaust judicial review procedures under the Illinois Administrative Review Law are a debt due and owing the City and may be collected in accordance with applicable law.

B. After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a code violation, unless stayed by a court of competent jurisdiction, the findings, decision, and order of the Hearing Officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

C. In any case in which a defendant has failed to comply with a judgment ordering a defendant to correct a code violation or imposing any fine or other sanction as a result of a code violation, any expenses incurred by a municipality to enforce the judgment, including, but not limited to, attorney's fees, court costs, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or a Hearing Officer, shall be a debt due and owing the municipality and may be collected in accordance with applicable law. Prior to any expenses being fixed by a Hearing Officer pursuant to this subsection (c), the municipality shall provide notice to the defendant that states that the defendant shall appear at a hearing before the administrative Hearing Officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such a hearing, which shall not be less than seven (7) days from the date that notice is served. If notice is served by mail, the seven (7) day period shall begin to run on the date that the notice was deposited in the mail.

D. Upon being recorded in the manner required by Article XII of the Code of Civil Procedure (735 ILCS 5/12-101 et seq.) or by the Uniform Commercial Code (810 ILCS 5/1-101 et seq.) a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the City under this Ordinance. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.

E. A Hearing Officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed within 21 days after the issuance of the order of default, if the Hearing Officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the municipality did not provide proper service of process. If any judgment is set aside pursuant to this subsection (e), the Hearing Officer shall have authority to

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enter an order extinguishing any lien which has been recorded for any debt due and owing the municipality as a result of the vacated default judgment.

9.65.080 Impact on Existing Administrative Adjudication Systems

This ordinance shall not affect the validity of systems of administrative adjudication that were authorized by State law, including home rule authority, and in existence prior to the effective date of this ordinance.

9.65.090 Severability

Should a court of competent jurisdiction determine that one or more sections or subsections of this ordinance is, or are invalid, the remaining sections or subsections hereof shall remain in full force and effect.

(Ord. 2007-M-53 § 2.)