

**AGENDA**  
**CITY OF ST. CHARLES**  
**GOVERNMENT SERVICES COMMITTEE MEETING**  
**ALDR. RYAN BONGARD, CHAIR**  
**MONDAY, OCTOBER 28, 2024 – 7:00 P.M.**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

- 1. Call to Order**
- 2. Roll Call**
- 3. Administrative**
- 4. Omnibus Vote**

Items with an asterisk (\*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

**5. Public Works Department**

- A. Proposed Professional Services Solicitation related to Fox River Dam.
- B. Presentation – Update on Lead Line Replacement.
- C. Recommendation to Approve a Resolution Awarding the Capacity, Management, Operations and Maintenance Plan (CMOM) Phase II Sewer System Evaluation Survey to Gewalt Hamilton.
- D. Recommendation to Approve an Intergovernmental Agreement and Funding for Illinois Department of Transportation Signal Modifications.
- \*E. Recommendation to Approve a Resolution Accepting Planning and Technical Assistance Services from the Chicago Metropolitan Agency for Planning.
- \*F. Recommendation to Approve Revised Resolution Language Authorizing an Easement for the Riverside Culvert Project.
- \*G. Recommendation to Approve a Resolution Awarding the Bid for Winter Rock Salt Purchase through the State of Illinois Central Management Services.

**6. Public Comment**

**7. Additional Items from Mayor and City Council Members**


## **8. Executive Session**

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

## **9. Adjourn**

### **ADA Compliance**

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at [jmcmahon@stcharlesil.gov](mailto:jmcmahon@stcharlesil.gov). Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.A
	Title:	<b>Proposed Professional Services Solicitation related to the Fox River Dam</b>	
	Presenter:	<b>Chris Adesso</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> October 28, 2024	
<b>Proposed Cost:</b> \$ <i>n/a</i>		<b>Budgeted Amount:</b> \$n/a	<b>Not Budgeted:</b> <input checked="" type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The Dam Task Force has requested the assistance of professional services vendors with expertise in Civil Engineering, Environmental Engineering, Geotechnical Engineering and other various professional expertise to assist and represent the City and Park District in matters related to the Fox River Dam.</p> <p>Staff has prepared a <i>Statement of Interest (SOI) Solicitation for Fox River Dam Engineering &amp; Environmental Services</i>. The SOI is designed to provide the City and Park District with an understanding of professional services providers level of interest in providing these services and to serve as a mechanism to move into separate phase of understanding qualifications, teaming arrangements, fees and timing of the requested scope of services.</p> <p>Staff will be present to respond to questions and accept feedback on the Scope of Services requested in the SOI, which is contained in the packet for this agenda item.</p>			
<b>Attachments</b> (please list):			
*Statement of Interest Solicitation for Fox River Dam Engineering & Environmental Services			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Staff would like to solicit the feedback of the Committee prior to releasing a formal solicitation.			



## Notice to Professional Service Providers

### Fox River Dam Professional Engineering & Environmental Services PW2024-43

A **Formal Statement of Interest (SOI)** for the above work is posted on our City website:

<https://www.stcharlesil.gov/Services/Bids-Proposals>

**Brief Description:** The City of St. Charles (“City”) is requesting professional services from a qualified engineering & environmental consultant firm to assist the City with understanding, interpreting and conducting technical, legal, recreational, economic, engineering and environmental studies, information, sampling and modeling of various components of the Fox River Dam located within the City of St. Charles. The City anticipates conducting in-person interviews during the selection of the short-listed firms.

#### **Targeted Timeframe (subject to change without notice)**

SOI published	<a href="https://www.stcharlesil.gov/bids-proposals">https://www.stcharlesil.gov/bids-proposals</a>	November 1, 2024
Questions due prior to 2:00pm	<a href="mailto:Procurement@stcharlesil.gov">Procurement@stcharlesil.gov</a>	November 8, 2024
Answers published	<a href="https://www.stcharlesil.gov/bids-proposals">https://www.stcharlesil.gov/bids-proposals</a>	November 15, 2024
Responses to SOI due prior to 2:00pm	There will not be a public opening.	November 22, 2024

#### **Statement of Interest (SOI)**

***This is a Statement of Interest (SOI) ONLY. This SOI will be used for information and planning purposes and should not be construed as an obligation on the part of the City to contract for any services.***

Participation in this SOI is voluntary, and the City will not pay for the preparation of any information submitted by a vendor for the City’s use of that information. All costs associated with responding to this SOI will be solely at the interested party’s expense. Vendors should not include any information that might be considered proprietary or confidential. All submissions become City property and will not be returned.

Please be advised that this may be a two-step process. Should the City determine it necessary to proceed with a second step based on the responses to this Statement of Interest (SOI) and potential interviews, phase two may take the form of a request of qualifications and proposal issued directly to short-listed firms.

#### **Submittal Information**

The Statement of Interest document must be submitted electronically before the above noted deadline. All necessary documents are available through the City’s website <https://www.stcharlesil.gov/bids-proposals> which provides a hyperlink to DemandStar. Downloading documents and submitting proposals requires registration with “DemandStar.” You can register and create an account by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). DemandStar is a free service used to browse solicitation opportunities, receive general or targeted solicitation opportunity notifications, and participate in procurements.

#### **Contact Information**

It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to [Procurement@stcharlesil.gov](mailto:Procurement@stcharlesil.gov) by the last date for questions as reflected above. A written response in the form of an addendum will be published by the date stated.

**A Statement of Interest (SOI)** shall be limited to five (5) pages in length and shall include the following information:

- 1) Name of firm with address, email and phone number, including a project contact
- 2) Statement indicating firm's interest in the project(s), as well as ability to complete the project
- 3) Summary of proposed project understanding
- 4) Listing of recently completed projects of similar scope and magnitude, including short description of projects
- 5) Listing of anticipated key staff with expertise related to the project
- 6) Listing of anticipated sub-contractors/consultants and possible services being provided by firms (if applicable)

### **Project Description/Introduction**

The City of St. Charles is interested in engaging with a Professional Services Consultant to act as a representative for the City of St. Charles and the St. Charles Park District in matters relating to the Fox River Dam located in St. Charles, Illinois. The Dam is owned and operated by the Illinois Department of Natural Resources (IDNR) and has been included in the recent United States Army Corps of Engineers (USACE) Fox River Connectivity and Habitat Study.

The City has formed a Task Force comprised of nine community representatives: five from the City of St. Charles, three from the St. Charles Park District, and one from River Corridor Foundation of St. Charles. The Joint Task Force is charged with gathering information related to the environmental, economic, and recreational impacts of the dam for the City, Park District, residents, and businesses. It was formed in response to the United States Army Corp of Engineers draft report recommending removal of nine dams along the Fox River, including the St. Charles dam.

### **Scope of Services**

The selected Consultant(s) shall act as a representative of the City of St. Charles and the St. Charles Park District for the purpose of providing professional consulting advise, measurements, studies, sampling, permitting and other services, as needed, to allow sound decision making by these agencies and their representatives in matters related to the Fox River Dam located in St. Charles, IL.

It is anticipated that the Consultant will provide the following professional services, which may include but not be limited to the following:

### **Professional Services:**

- Detailed topographic surveys
- Surveys and the preparation of plats and legal descriptions
- Geotechnical investigations
- Environmental studies, sampling and inventories
- Wetland Delineation
- Drainage Studies
- Hydraulic Reporting & Modeling
- Estimate of construction costs
- Assistance obtaining clearances (and permits) from all regulatory agencies as required by the scope of the proposed improvements
- Submit and coordinate all necessary permit requests for any work required
- Coordinate with all major stakeholders (municipalities and other involved parties/agencies) and residents, including but not limited to USACE, IDNR, National Park Service, IDOT.
- Hydraulic modeling of the river in its existing state and preparation of various exhibits in multiple proposed scenarios
- Investigation of surrounding infrastructure that may be impacted by dam removal, such as adjacent river sea wall, bridge piers, docks, walkways, utilities, etc.
- Analysis of the economic impact of removal of the dam and retention of the dam in place
- Investigation of cost, risks, responsibilities and legal implications of dam removal as they related to the City of St. Charles, St. Charles Park District and other invested agencies.
- Development and investigations of alternatives to dam removal

- Storm water discharge monitoring
- Storm water and River water quality monitoring and investigation
- Sediment investigation and contaminant investigation
  - Including contaminants such as mercury, lead, zinc, copper, cadmium, arsenic, PCB's, PFAS and others as provided by owner.
- Fish and Habitat inventory's
- Algae species and density surveys
- Hydrological Modeling from river dam in South Elgin to Geneva in multiple scenarios
- Floodway and Floodplain modeling and investigations based on modeling of multiple scenarios
- Investigation of property rights of impacted property owners including private property owners, public property owners and other riparian interests
- Study and preparation of a high-resolution map of the river from South Elgin Dam to Geneva Dam with depth and velocity for the current conditions of the river, with a modified dam structure in St. Charles and with removal of the dam structure in St. Charles.
  - Shall include depth and velocity information at intermediate scenarios at 250 cfs – 4000 cfs.
  - Depth of water shall be depicted by contour lines
- Inventory and detailed report of impact of river water levels on aquatic weeds and impact to aquatic vegetation.
- Preparation of exhibits including but not limited to:
  - Land use
  - Property Ownership
  - Recreational opportunities
  - River accessibility points
  - Drone surveys
- Economic impact of number of people, activities, programs and impacts of other stakeholders that utilize the Fox River.
- Study of impacts of river related recreation activities and documentation of activities that will not be able to continue.
- Estimate of tax revenue forecast with and without the dam removed.
- Estimate of costs for maintenance and operations of the dam in its current condition if taken over by another taxing body.
- Prepare a detailed report of required engineering, permitting, safety and other required activities of governmental agencies that would take ownership of the dam.

**Goal**


Currently, the City anticipates starting this work in the Winter of 2025 with an unknown duration to complete the initial work. Timing of completion of the work will largely be driven by timelines provided by outside agencies, the City of St. Charles Dam Task Force and a public engagement process which has not been developed.


If the consultant selected successfully completes the initial services, at the City's discretion, the City may seek to immediately negotiate an additional agreement for work related to Phase 1, 2 & 3 engineering work, permitting, consulting or other professional services related to the Fox River Dam

**Evaluation Criteria**

The City of St. Charles shall consider the following when reviewing responses.

- Quality of Response
- Capability of Firm
- Experience

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.B
	Title:	<b>Presentation – Update on Lead Line Replacement</b>	
	Presenter:	<b>Tim Wilson</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> October 28, 2024	
<b>Proposed Cost:</b> \$ 0		<b>Budgeted Amount:</b> \$0	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p>Staff will be providing updates on IEPA Lead Line Replacement Requirements and the area of the community that will be prioritized.</p>			
<p><b>Attachments</b> (please list):</p> <p>None</p>			
<p><b>Recommendation/Suggested Action</b> (briefly explain):</p> <p>No Action Required</p>			

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.C						
	Title:	<b>Recommendation to Approve a Resolution Awarding the Capacity, Management, Operations and Maintenance Plan (CMOM) Phase II Sewer System Evaluation Survey to Gewalt Hamilton</b>							
	Presenter:	Tim Wilson							
<b>Meeting:</b> Government Services Committee		<b>Date:</b> October 28, 2024							
<b>Proposed Cost:</b> \$ 143,818		<b>Budgeted Amount:</b> \$201,000	<b>Not Budgeted:</b> <input type="checkbox"/>						
<b>TIF District:</b> None									
<b>Executive Summary</b> (if not budgeted, please explain):									
<p>As part of the EPA required sanitary sewer Capacity, Management, Operations and Maintenance Program (CMOM), Staff reviewed the Phase 1 flow monitoring data conducted last fall and spring to determine the infiltration and inflow areas of the City that need further investigation. On September 13<sup>th</sup>, the City advertised for Phase 2 price proposals for the annual sanitary sewer system manhole inspection and smoke testing. This work is to occur in the sanitary sewer drainage basins of North Central 2 and Second Place service areas. The City received proposals from:</p>									
<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Gewalt Hamilton</td> <td style="width: 30%;">\$ 143,818.00</td> </tr> <tr> <td>Duke's Root Control</td> <td>\$ 143,962.76</td> </tr> <tr> <td>National Power Rodding</td> <td>\$ 252,473.00</td> </tr> </table>				Gewalt Hamilton	\$ 143,818.00	Duke's Root Control	\$ 143,962.76	National Power Rodding	\$ 252,473.00
Gewalt Hamilton	\$ 143,818.00								
Duke's Root Control	\$ 143,962.76								
National Power Rodding	\$ 252,473.00								
<p>Gewalt Hamilton provide the following scope of work: smoke testing, manhole inspections, televising, line surveying, GPS data collection and final reports. All the data collected in Phase 2 will help in the design of Phase 3 rehab work that is planned to occur in the 2025 construction season.</p>									
<p>Last year's Phase 2 smoke testing included a very successful public outreach plan. The CMOM Public Communication Plan is our proactive approach in communication with the public. We will be using this plan again to help keep the public informed on upcoming work.</p>									
<p>Both sub basins are identified on the map included in the Agreement packet. North Central S Sub basin is bordered by the following area: Country Club Road to the north, Old railroad to the south, N. 5<sup>th</sup> Street to the east and Fox River to the west. Second Place Sub basin is bordered by the following area: Public Works Facility to the north, City of Geneva to the south, Kirk Road to the east and Fox River to the west.</p>									
<b>Attachments</b> (please list):									
* Sub basin North Central S and Second Place - Phase 2 Maps									
<b>Recommendation/Suggested Action</b> (briefly explain):									
Recommendation to approve a Resolution awarding the CMOM Phase II Sewer System Evaluation Survey of Sub basins North Central S and Second Place to Gewalt Hamilton in the amount of \$143,818.									







# Legend

-  Lift Station
-  MANHOLE

## Sanitary Mains

Diameter - Inches

Abandoned Mains

-  2"
-  4"
-  6"
-  8"
-  10"
-  12"
-  14"
-  15"
-  16"
-  18"
-  20"
-  21"
-  24"
-  27"
-  30"
-  36"

Force Mains

Inspected - 2009-2019






Inspected and Lined - 2009-2019

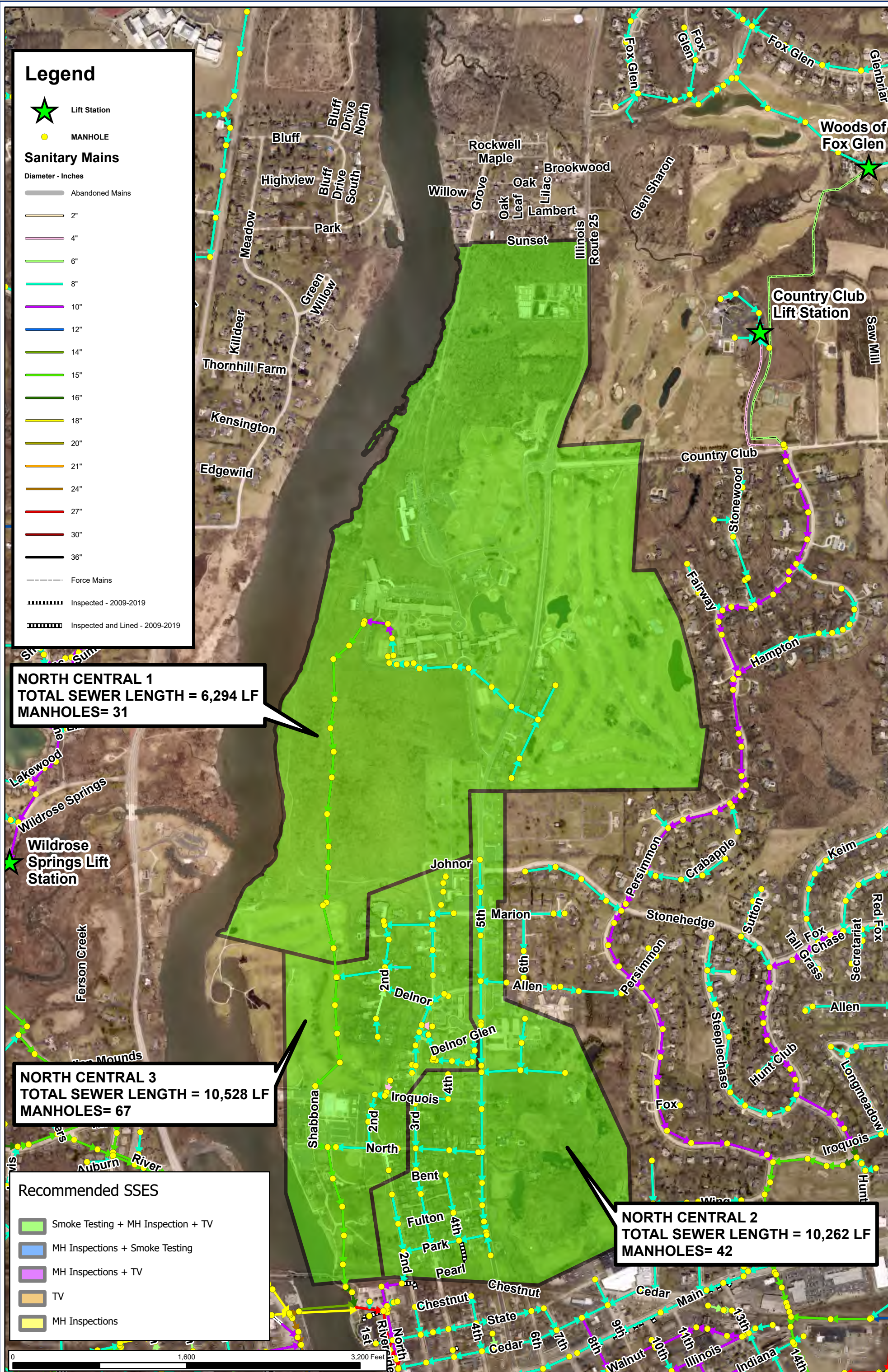
**NORTH CENTRAL 1**  
**TOTAL SEWER LENGTH = 6,294 LF**  
**MANHOLES= 31**

**NORTH CENTRAL 3**  
**TOTAL SEWER LENGTH = 10,528 LF**  
**MANHOLES= 67**

**NORTH CENTRAL 2**  
**TOTAL SEWER LENGTH = 10,262 LF**  
**MANHOLES= 42**

## Recommended SSES

-  Smoke Testing + MH Inspection + TV
-  MH Inspections + Smoke Testing
-  MH Inspections + TV
-  TV
-  MH Inspections





**Recommended SSES**

- Smoke Testing + MH Inspection + TV
- MH Inspections + Smoke Testing
- MH Inspections + TV
- TV
- MH Inspections

**Legend**

- MANHOLE
- Lift Station
- Private Sanitary Sewer
- Geneva Owned Sanitary Sewer

**Sanitary Mains**

**Diameter - Inches**

- Abandoned Mains
- 2"
- 4"
- 6"
- 8"
- 10"
- 12"
- 14"
- 15"
- 16"
- 18"
- 20"
- 21"
- 24"
- 27"
- 30"
- 36"

- Force Mains
- Inspected - 2009-2019
- Inspected and Lined - 2009-2019
- Historically Lined 2009-2019

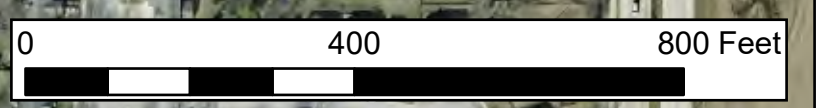
**SECOND PLACE 1**  
SEWER LENGTH = 10,921 LF  
MANHOLES= 54

**SECOND PLACE 3**  
SEWER LENGTH = 4,553 LF  
MANHOLES= 23

**SECOND PLACE 4**  
SEWER LENGTH = 11,998 LF  
MANHOLES= 67

**GENEVA SANITARY SEWER CONNECTION**

**GENEVA SANITARY SEWER CONNECTION**



**Engineering Enterprises, Inc.**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
www.eeiweb.com

**City of St. Charles**  
2 East Main Street  
St. Charles, IL 60174  
(630) 377-4400


NO.	
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DATE:	7/3/2024
PROJECT NO.:	SR2403
BY:	MJT
PATH:	H:\GIS\Public\State\Charle\2023\SR2031\SR2031 SSES Recommended\SR2031 SSES Recommended.apx
FILE:	SR2301 SSES Recommended

**EXHIBIT 2**

**SECOND PLACE  
SANITARY SEWER OVERVIEW**



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.D
	Title:	Recommendation to Approve an Intergovernmental Agreement and Funding for IDOT Signal Modifications	
	Presenter:	Chris Gottlieb	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> October 28, 2024	
<b>Proposed Cost:</b> \$ 118,703		<b>Budgeted Amount:</b> \$0.00	<b>Not Budgeted:</b> <input checked="" type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The Illinois Department of Transportation (IDOT) is performing traffic signal improvements on IL-64/Main Street from Kautz Road in St. Charles to York Street in Elmhurst. The purpose of the project is to improve the interconnectivity between the signals facilitating free flow of traffic and ensuring safety. IDOT is requiring that St. Charles cover 10% of the cost of improvements at Kautz Road/Main Street, with State and Federal funding covering the remaining 90%. IDOT is requiring the City to cover 100% of the cost of improvements at Pheasant Run/Main Street. The City committed to funding 100% of modernization costs as a condition of the permit when the Pheasant Run signal was originally installed in the year 2000.</p> <p>The City has an existing Intergovernmental Agreement (IGA) with IDOT covering the cost of maintaining and powering the traffic signals in town. The existing IGA explicitly does not cover signal modernization. This new IGA does not change maintenance or energy cost sharing outlined in the existing IGA. It does further require the City to maintain the sidewalks, crosswalk striping, and stop bars at both of the improved intersections.</p> <p>This project was not previously budgeted as IDOT had not presented a timeline or estimated cost for the work. The City's share of the project costs will be included in the FY 25/26 budget. IDOT will bid the work in March of 2025. If the work comes in over the estimated cost in the IGA, a supplemental resolution will be presented at that time.</p>			
<b>Attachments</b> (please list):			
<ul style="list-style-type: none"> <li>• IGA, Plan Approval, and Funding Resolution</li> </ul>			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve the IGA, plans, and funding resolution for IDOT's traffic signal modernization project.			

FAP 307  
IL 64 from Smith/Kautz Rd to York St  
State Section: 2020-264-SUR,SW&TS  
County: DuPage  
Job No. : C-91-101-21  
Contract No.:62N33  
Agreement No.: JN-124-041

## AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT  
OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF ST.  
CHARLES of the State of Illinois, hereinafter called the CITY.

### WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety  
to the motoring public, is desirous of improving approximately 88,000 lineal feet of  
FAP Route 307, Illinois 64 from Smith/Kautz Rd to York St, identified as STATE Job  
No.: C-91-101-21, Contract Number 62N33, STATE Section No. 2020-264-  
SUR,SW&TS, as follows:

The general scope of work consists of the the implementation of Intelligent  
Transporation Systems (ITS) to improve all modes of transporation along the IL 64  
corridor. This includes traffic signal modernization, signal timing, changeable  
message signs, new signing, traffic surveillance, ADA improvements and all other  
work necessary to complete the improvement in accordance with the approved plans  
and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the CITY, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. The CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.

6. The CITY further agrees that, upon award of the contract for this improvement, the CITY will pay to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.
7. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
8. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois 64 without the consent of the STATE.
9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions

of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

12. The CITY agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
  
13. Upon final field inspection of the improvement and so long as Illinois 64 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
  
14. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE. The CITY agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to insure proper motorist and pedestrian guidance.

15. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois 64. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities.

16. Upon acceptance by the STATE of the new traffic signal work included herein, the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 64 at Smith Rd/Kautz Rd		
STATE Share	100%	50%
CITY Share	0%	50%
IL 64 at Pheasant Run		
STATE Share	0%	0%
CITY Share	100%	100%

And shall continue a part of the current Master Agreement between the STATE and the CITY.

17. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.



18. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the CITY agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation.

19. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is \_\_\_\_\_ and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

CITY of St. Charles  
2 E. Main St  
St. Charles, IL 60174

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SEE NEXT PAGE FOR SIGNATURES**

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF ST. CHARLES

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print or Type)

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

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

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Jose Rios, P.E.  
Region One Engineer

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

Attest:

\_\_\_\_\_

Clerk

(SEAL)

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 307, Illinois 64, State Section No: 2020-264-SUR, SW&TS, Contract No. 62N33, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Exhibit B  
FUNDING RESOLUTION

WHEREAS, the CITY OF ST. CHARLES (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of Illinois 64 from Smith/Kautz Rd to York St, known as Contract No. 62N33, STATE Section No.: 2020-264-SUR,SW&TS; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Hundred Eighteen Thousand Seven Hundred Three Dollars (\$118,703.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

BE IT FURTHER RESOLVED, that the CITY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS )  
COUNTY OF DuPAGE)

I, \_\_\_\_\_, CITY Clerk in and for the CITY of ST. CHARLES, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the CITY Board at a meeting on \_\_\_\_\_, 20\_\_ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_

CITY Clerk

(SEAL)

EXHIBIT A

ESTIMATE OF COST Contract 62N33

Type of Work	FEDERAL		STATE		DuPage County		City of St Charles		City of West Chicago		Wayne Township		Village of Carol Stream		Village of Glendale Heights		Village of Lombard		Village of Addison		Village of Villa Park		City of Elmhurst		TOTAL		
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$		
All roadway work excluding the following	\$717,706	80%	\$179,426	20%																						\$897,132	
P&C Engineering (15%)	\$107,656	80%	\$26,914	20%																						\$134,570	
<b>TRAFFIC SIGNALS</b>																											
IL 64 at Smith Rd/Kautz Rd	\$71,778	80%	\$8,972	10%				\$8,972	10%																	\$89,723	
P&C Engineering (15%)	\$10,767	80%	\$1,346	10%				\$1,346	10%																	\$13,458	
Emergency Vehicle Pre-emption								\$0	100%																	\$0	
P&C Engineering (15%)								\$0	100%																	\$0	
IL 64 at Pheasant Run								\$94,248	100%																	\$94,248	
P&C Engineering								\$14,137	100%																	\$14,137	
Emergency Vehicle Pre-emption								\$0	100%																	\$0	
P&C Engineering (15%)								\$0	100%																	\$0	
IL 64 at Powis Rd	\$62,904	80%	\$7,863	10%	\$3,932	5%			\$3,932	5%																\$78,630	
P&C Engineering (15%)	\$9,436	80%	\$1,179	10%	\$590	5%			\$590	5%																\$11,795	
Emergency Vehicle Pre-emption								\$0	100%																	\$0	
P&C Engineering (15%)								\$0	100%																	\$0	
IL 64 at Atlantic Dr									\$62,965	100%																\$62,965	
P&C Engineering (15%)									\$9,445	100%																\$9,445	
Emergency Vehicle Pre-emption									\$0	100%																\$0	
P&C Engineering (15%)									\$0	100%																\$0	
IL 64 at Teresa Ln									\$51,720	100%																\$51,720	
P&C Engineering (15%)									\$7,758	100%																\$7,758	
Emergency Vehicle Pre-emption									\$0	100%																\$0	
P&C Engineering (15%)									\$0	100%																\$0	
IL 64 at IL 59	\$102,781	80%	\$25,695	20%																						\$128,476	
P&C Engineering (15%)	\$15,417	80%	\$3,854	20%																						\$19,271	
Emergency Vehicle Pre-emption								\$0	100%																	\$0	
P&C Engineering (15%)								\$0	100%																	\$0	
IL 64 at Prince Crossing Rd	\$162,968	80%	\$20,371	10%					\$20,371	10%																\$203,710	
P&C Engineering (15%)	\$24,445	80%	\$3,056	10%					\$3,056	10%																\$30,557	
Emergency Vehicle Pre-emption								\$2,171	100%																	\$2,171	
P&C Engineering (15%)								\$326	100%																	\$326	
IL 64 at Fair Oaks Rd	\$92,099	80%	\$11,512	10%						\$11,512	10%															\$115,124	
P&C Engineering (15%)	\$13,815	80%	\$1,727	10%						\$1,727	10%															\$17,269	
Emergency Vehicle Pre-emption									\$0	100%																\$0	
P&C Engineering (15%)									\$0	100%																\$0	

**EXHIBIT A**  
**ESTIMATE OF COST Contract 62N33**

Type of Work	FEDERAL		STATE		DuPage County		City of St Charles		City of West Chicago		Wayne Township		Village of Carol Stream		Village of Glendale Heights		Village of Lombard		Village of Addison		Village of Villa Park		City of Elmhurst		TOTAL	
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	
IL 64 at County Farm Rd	\$152,610	80%	\$19,076	10%	\$9,538	5%							\$9,538	5%												\$190,763
P& C Engineering (15%)	\$22,892	80%	\$2,861	10%	\$1,431	5%							\$1,431	5%												\$28,614
Emergency Vehicle Pre-emption					\$2,162	100%																				\$2,162
P& C Engineering (15%)					\$324	100%																				\$324
IL 64 at Kuhn Rd	\$147,874	80%	\$18,484	10%									\$18,484	10%												\$184,843
P& C Engineering (15%)	\$22,181	80%	\$2,773	10%									\$2,773	10%												\$27,726
Emergency Vehicle Pre-emption					\$2,145	100%																				\$2,145
P& C Engineering (15%)					\$322	100%																				\$322
IL 64 at Bennett Dr	\$80,994	80%	\$10,124	10%									\$10,124	10%												\$101,242
P& C Engineering (15%)	\$12,149	80%	\$1,519	10%									\$1,519	10%												\$15,186
Emergency Vehicle Pre-emption													\$0	100%												\$0
P& C Engineering (15%)													\$0	100%												\$0
IL 64 at Gary Ave	\$255,385	80%	\$31,923	10%	\$31,923	10%																				\$319,231
P& C Engineering (15%)	\$38,308	80%	\$4,788	10%	\$4,788	10%																				\$47,885
Emergency Vehicle Pre-emption													\$2,198	100%												\$2,198
P& C Engineering (15%)													\$330	100%												\$330
IL 64 at Schmale Rd	\$232,263	80%	\$29,033	10%	\$29,033	10%																				\$290,329
P& C Engineering (15%)	\$34,839	80%	\$4,355	10%	\$4,355	10%																				\$43,549
Emergency Vehicle Pre-emption													\$2,190	100%												\$2,190
P& C Engineering (15%)													\$329	100%												\$329
IL 64 at President St	\$201,570	80%	\$25,196	10%									\$12,598	5%	\$12,598	5%										\$251,962
P& C Engineering (15%)	\$30,235	80%	\$3,779	10%									\$1,890	5%	\$1,890	5%										\$37,794
Emergency Vehicle Pre-emption													\$20,822	100%												\$20,822
P& C Engineering (15%)													\$3,123	100%												\$3,123
IL 64 at Bloomindale Rd	\$222,037	80%	\$27,755	10%	\$27,755	10%																				\$277,546
P& C Engineering (15%)	\$33,306	80%	\$4,163	10%	\$4,163	10%																				\$41,632
Emergency Vehicle Pre-emption															\$2,190	100%										\$2,190
P& C Engineering (15%)															\$329	100%										\$329
IL 64 at Menards entrance															\$278,691	100%										\$278,691
P& C Engineering (15%)															\$41,804	100%										\$41,804
Emergency Vehicle Pre-emption															\$20,645	100%										\$20,645
P& C Engineering (15%)															\$3,097	100%										\$3,097
IL 64 at Glen Eilyn Rd	\$254,810	80%	\$31,851	10%	\$31,851	10%																				\$318,513
P& C Engineering (15%)	\$38,222	80%	\$4,778	10%	\$4,778	10%																				\$47,777
Emergency Vehicle Pre-emption															\$1,140	100%										\$1,140
P& C Engineering (15%)															\$171	100%										\$171

**EXHIBIT A**  
**ESTIMATE OF COST Contract 62N33**


Type of Work	FEDERAL		STATE		DuPage County		City of St Charles		City of West Chicago		Wayne Township		Village of Carol Stream		Village of Glendale Heights		Village of Lombard		Village of Addison		Village of Villa Park		City of Elmhurst		TOTAL	
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	
IL 64 at Swift Rd	\$112,202	80%	\$14,025	10%	\$14,025	10%																				\$140,253
P& C Engineering (15%)	\$16,830	80%	\$2,104	10%	\$2,104	10%																				\$21,038
Emergency Vehicle Pre-emption					\$20,709	100%																				\$20,709
P& C Engineering (15%)					\$3,106	100%																				\$3,106
IL 64 at IL 53	\$316,015	80%	\$79,004	20%																						\$395,019
P& C Engineering (15%)	\$47,402	80%	\$11,851	20%																						\$59,253
Emergency Vehicle Pre-emption																	\$4,380	100%								\$4,380
P& C Engineering (15%)																	\$657	100%								\$657
IL 64 at Lombard Rd	\$102,369	80%	\$17,057	13.33%													\$8,535	6.67%								\$127,961
P& C Engineering (15%)	\$15,355	80%	\$2,559	13.33%													\$1,280	6.67%								\$19,194
Emergency Vehicle Pre-emption																	\$0	100%								\$0
P& C Engineering (15%)																	\$0	100%								\$0
IL 64 at Main St	\$233,938	80%	\$29,242	10%													\$29,242	10%								\$292,422
P& C Engineering (15%)	\$35,091	80%	\$4,386	10%													\$4,386	10%								\$43,863
Emergency Vehicle Pre-emption																	\$2,190	100%								\$2,190
P& C Engineering (15%)																	\$329	100%								\$329
IL 64 at Grace St	\$202,692	80%	\$25,337	10%													\$25,337	10%								\$253,365
P& C Engineering (15%)	\$30,404	80%	\$3,800	10%													\$3,800	10%								\$38,005
Emergency Vehicle Pre-emption																	\$2,190	100%								\$2,190
P& C Engineering (15%)																	\$329	100%								\$329
IL 64 at Westwood Ave/Lincoln Ave	\$253,077	80%	\$31,635	10%														\$15,817	5%	\$15,817	5%					\$316,346
P& C Engineering (15%)	\$37,962	80%	\$4,745	10%														\$2,373	5%	\$2,373	5%					\$47,452
Emergency Vehicle Pre-emption																				\$2,190	100%					\$2,190
P& C Engineering (15%)																				\$329	100%					\$329
IL 64 at Westmore Ave	\$168,334	80%	\$21,042	10%														\$10,521	5%	\$10,521	5%					\$210,418
P& C Engineering (15%)	\$25,250	80%	\$3,156	10%														\$1,578	5%	\$1,578	5%					\$31,563
Emergency Vehicle Pre-emption																				\$4,380	100%					\$4,380
P& C Engineering (15%)																				\$657	100%					\$657
IL 64 at Addison Rd	\$303,921	80%	\$37,990	10%														\$18,995	5%	\$18,995	5%					\$379,901
P& C Engineering (15%)	\$45,588	80%	\$5,699	10%														\$2,849	5%	\$2,849	5%					\$56,985
Emergency Vehicle Pre-emption																				\$2,190	100%					\$2,190
P& C Engineering (15%)																				\$329	100%					\$329



**EXHIBIT A**  
**ESTIMATE OF COST Contract 62N33**

Type of Work	FEDERAL		STATE		DuPage County		City of St Charles		City of West Chicago		Wayne Township		Village of Carol Stream		Village of Glendale Heights		Village of Lombard		Village of Addison		Village of Villa Park		City of Elmhurst		TOTAL					
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$					
IL 64 at Michigan Ave																										\$219,516	100%	\$219,516		
P& C Engineering (15%)																											\$32,927	100%	\$32,927	
Emergency Vehicle Pre-emption																											\$2,190	100%	\$2,190	
P& C Engineering (15%)																											\$329	100%	\$329	
IL 64 at Ardmore Ave	\$182,426	80%	\$22,803	10%																							\$22,803	10%	\$228,033	
P& C Engineering (15%)	\$27,364	80%	\$3,420	10%																							\$3,420	10%	\$34,205	
Emergency Vehicle Pre-emption																											\$2,190	100%	\$2,190	
P& C Engineering (15%)																											\$329	100%	\$329	
IL 64 at Villa Ave	\$119,491	80%	\$14,936	10%	\$7,468	5%																					\$7,468	5%	\$149,364	
P& C Engineering (15%)	\$17,924	80%	\$2,240	10%	\$1,120	5%																					\$1,120	5%	\$22,405	
Emergency Vehicle Pre-emption																											\$0	100%	\$0	
P& C Engineering (15%)																											\$0	100%	\$0	
IL 64 at Shoppes of Elmhurst																											\$187,220	100%	\$187,220	
P& C Engineering (15%)																											\$28,083	100%	\$28,083	
Emergency Vehicle Pre-emption																											\$20,700	100%	\$20,700	
P& C Engineering (15%)																											\$3,105	100%	\$3,105	
IL 64 at IL 83	\$199,730	80%	\$49,933	20%																									\$249,663	
P& C Engineering (15%)	\$29,960	80%	\$7,490	20%																									\$37,449	
Emergency Vehicle Pre-emption																											\$21,000	100%	\$21,000	
P& C Engineering (15%)																											\$3,150	100%	\$3,150	
IL 64 at West Ave	\$187,466	80%	\$23,433	10%																								\$23,433	10%	\$234,333
P& C Engineering (15%)	\$28,120	80%	\$3,515	10%																								\$3,515	10%	\$35,150
Emergency Vehicle Pre-emption																											\$2,190	100%	\$2,190	
P& C Engineering (15%)																											\$329	100%	\$329	
IL 64 at Myrtle Ave	\$116,809	80%	\$14,601	10%																								\$14,601	10%	\$146,011
P& C Engineering (15%)	\$17,521	80%	\$2,190	10%																								\$2,190	10%	\$21,902
Emergency Vehicle Pre-emption																												\$2,190	100%	\$2,190
P& C Engineering (15%)																												\$329	100%	\$329
Interconnect/Fiber	\$3,966,824	80%	\$991,706	20%																									\$4,958,530	
P& C Engineering (15%)	\$595,024	80%	\$148,756	20%																									\$743,780	
<b>TOTAL</b>	<b>\$10,606,536</b>		<b>\$2,093,032</b>		<b>\$210,119</b>		<b>\$118,703</b>		<b>\$159,836</b>		<b>\$13,239</b>		<b>\$87,348</b>		<b>\$362,554</b>		<b>\$82,655</b>		<b>\$52,133</b>		<b>\$354,500</b>		<b>\$312,035</b>		<b>\$14,452,688</b>					

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering UNLESS otherwise noted.

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: *5.E</b>
	Title:	Recommendation to Approve a Resolution Accepting Planning and Technical Assistance Services from Chicago Metropolitan Agency for Planning	
	Presenter:	<b>Chris Gottlieb</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> October 28, 2024	
<b>Proposed Cost:</b> \$ 4,000		<b>Budgeted Amount:</b> \$4,000	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The City applied for, and received, a grant from the Chicago Metropolitan Agency for Planning (CMAP) for assistance in creating a Pavement Management Plan (PMP). The grant includes laser scanning all the roadways in town to evaluate their current condition as well as licensing and training for PMP software.</p> <p>The scan and software will give an accurate picture of the condition of our roadway network and allow us to predict future roadway conditions based on various budget and treatment scenarios. CMAP staff will help the City determine the best roadway maintenance program moving forward. As a condition of the grant, the City will pay CMAP \$4,000, the rest of the costs will be covered by the grant.</p>			
<b>Attachments</b> (please list):			
*Resolution *Intergovernmental Agreement			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Resolution accepting planning and technical assistance services from CMAP.			

City of St Charles

Resolution # \_\_\_\_\_

**A RESOLUTION TO ACCEPT PLANNING TECHNICAL ASSISTANCE SERVICES  
DELIVERED BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

**WHEREAS**, the City of St Charles (“the Community”) has applied for technical assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”), for the Pavement Management Plan project; and

**WHEREAS**, the Community’s request for such assistance has been recommended by CMAP as a priority project; and

**WHEREAS**, CMAP adopted the ON TO 2050 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing technical assistance as a means of advancing the plan’s implementation and CMAP priorities; and of

**WHEREAS**, the Community and CMAP have agreed on the Intergovernmental Agreement (“IGA”), attached hereto as Exhibit A, that will guide technical assistance services to be provided by CMAP;

**NOW, THEREFORE BE IT RESOLVED BY City of St Charles:**

**Section 1:** the City of St Charles supports the Pavement Management Plan project and hereby authorizes a duly appointed representative to execute the Intergovernmental Agreement attached hereto as Exhibit “A” (“IGA”); and

**Section 2:** pursuant to the provisions of the IGA, the Board accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of ON TO 2050 and other CMAP priorities.

**Section 3:** pursuant to the provisions of the IGA, the Board agrees to pay CMAP the local financial contribution in the amount of \$4,000.

**Section 4:** the Board recognizes that provisions that govern the administration of technical assistance services, and, if necessary, the discontinuance of such services, are included in the IGA

**Section 5:** This resolution shall be effective as of the date of its adoption.

**ADOPTED:** \_\_\_\_\_



# Chicago Metropolitan Agency for Planning

433 West Van Buren Street  
Suite 450  
Chicago, IL 60607  
312-454-0400  
cmap.illinois.gov

## EXHIBIT A

Agreement No.: A25-0045-TA

### Intergovernmental Agreement for Pavement Management Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the City of St Charles, herein called the GOVERNMENTAL BODY. The purpose of this agreement is to facilitate technical assistance to the City of St Charles to develop a Pavement Management Plan which incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment (hereinafter "PROJECT") with a local contribution in the amount of \$4,000.

#### Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Attachments thereto.

#### For the GOVERNMENTAL BODY:

_____	_____	_____
Signature	Type or Print Name of Authorized Representative	Date

Attest:

_____	_____	_____
Signature	Type or Print Name	Date

#### For CMAP:

_____	_____	_____
Erin Aleman Executive Director	Attest Signature	Date

- Part 1 Scope/Compensation/Term
- Part 2 General Conditions
- Part 3 Responsibilities
- Part 4 Local Contribution
- Attachment 1 Project Charter
- Attachment 2 Applicant Invoice Information

## Part 1: Scope/Compensation/Term

- 1. Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.
- 2. Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds shall be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

CMAP email address for confirmation: [accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)

- 3. Tax Identification Number.** CMAP certifies that:
  - a) The number shown on this form is a correct taxpayer identification, **and**
  - b) It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
  - c) It is a U.S. entity (including a U.S. resident alien).

Name: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status: Local Government

- 4. Term of Agreement.** The term of this Agreement shall be five (5) years from the date of execution unless terminated earlier as provided for in Paragraph 11 "Termination" herein.
- 5. Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

## Part 2: General Conditions

The following are general conditions of approval, procedural guidelines, and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

- 1. Complete Agreement.** This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in

part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement.

- a) Either Party's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of said Party's right to such performance by the other Party or to future performance of such terms or conditions and the other Party's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
  - b) CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by both parties are expressly stated in this Agreement.
  - c) Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and a written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.
  - d) Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
  - e) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
  3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation.
  4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the PROJECT that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of

CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the PROJECT; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the PROJECT, who devote official time directly to the PROJECT under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROJECT are maintained by CMAP may be considered as proper costs of the PROJECT to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
  
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
  - a) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
  - c) CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
    - 1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
    - 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a) **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
- b) **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures, the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
- c) **Records.** CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d) No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

**8. Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.

**9. Method of Payment.** PROJECT expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROJECT-related expenditures.

**10. Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with Paragraph 11 "Termination" herein.

## **11. Termination.**

- a) This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
- b) Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the



GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

- c) **No Further Liability.** Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

**12. Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

**13. Equal Employment Opportunity.** The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**14. Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to ensure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

**15. Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**16. Prohibited Interest.**

- a) No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the PROJECT objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
- b) No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c) The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

**17. Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

**18. Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

**19. Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.

**20. Confidentiality Clause.** Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any

individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

- 21. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.
- 22. Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 23. Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- 24. Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
- 25. Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
- 26. Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

- 27. Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 28. International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 29. Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 30. Subcontracts.** Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.  
The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

### **Part 3: Responsibilities**

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

- 1. Project Charter.** The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as "ATTACHMENT 1". Changes to the project charter must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- 2. Scope of Work.** Following enacting this IGA, CMAP and GOVERNMENTAL BODY will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either CMAP or the GOVERNMENTAL BODY, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.
  - a) CMAP and GOVERNMENTAL BODY shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.

b) All work performed by CMAP staff must be related to the scope of work.

**3. Roles and Relationship.** CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.

b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for CMAP staff.

c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.

d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.

e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.

f) CMAP is responsible for assigning relevant CMAP staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).

g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

**4. Access to resources.** CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:

a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.

b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.

c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.

**5. Demonstration of local support.** GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.

a) The GOVERNMENTAL BODY shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.

b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and

meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

- 6. Project management and review.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any, at the time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.
- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
  - b) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
  - c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.

#### **Part 4. Local Contribution**

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$4,000 which will be deposited in the Local Technical Assistance Contribution Fund.

The Local Technical Assistance Contribution Fund supports the development and promotion of the goals and policies of the Regional Comprehensive Plan. The contribution shall be expended to address the development and transportation challenges in the northeastern Illinois region and to support those functions and programs consistent with the Regional Planning Act (70 ILCS 1707). This includes but is not limited to technical assistance programs, policy development, research and data collection, public engagement, and planning in areas such as land use, housing, economic development, preservation of natural resources, transportation, water supply, flood control, sewers, and governance in the form of model ordinances and best practices that may be enacted by local governments.

CMAP will invoice the GOVERNMENTAL BODY and the payment will be due on October 31, 2024. The invoice will be sent to the person listed on "ATTACHMENT 2" herein.

# ATTACHMENT 1: PROJECT CHARTER

WORK PLAN NO.	PROJECT TITLE	DATE
2025.054	City of St. Charles Pavement Management Plan	08/26/2024

The Project Charter provides a high-level overview to establish a shared understanding of the project to facilitate the formal authorization to begin detailed scoping.

## General Information

Program area	Environmental Justice
Project type	Consultant Led Project
Community Partner	City of St. Charles

## 1. Project Description

A brief overview of the project as it appears in the agency's annual work plan.

CMAV will provide technical assistance as a consultant-led project to the City of St. Charles to develop a plan and tailored asset management system (MicroPAVER software system) for prioritization and budgeting of local pavement surface treatment and repair.

The plan and software system will incorporate existing pavement surface and upper substrate condition data plus repair and treatment data for the entirety of St. Charles's local street network. The plan will summarize existing conditions, assign Pavement Condition Index (PCI) rating to surface segments, assess 5-year and 10-year expected condition changes, highlight and recommend specific preventative maintenance and minor rehabilitation activities, and develop recommended budget scenarios for 5-to-10-year period varying by expected local funding availability.

Pavement condition data collected will remain within MicroPAVER system developed for City; free software system training will be provided to designated City personnel and a free license for MicroPAVER software will be included.

## 2. Assumptions and responsibilities

Identifying assumptions and the responsible parties that support them is critical to the successful completion of a project by providing a better understanding of whether the project is realistic and achievable.

NO.	ASSUMPTION / RESPONSIBILITY
1	All pavement condition data collected during the road profiling process and associated repair history for each segment of the local road network will be included in the Plan, depicted in tabular and mapped image format, and will be utilized to inform maintenance and repair prioritization, and short-term to mid-term budgeting and project scheduling
2	All materials produced should enable the full and equitable participation of all stakeholders, particularly those that have been historically marginalized, who come from diverse cultural backgrounds, or have specialized needs. In partnership with <b>CMAV</b> , the <b>Consultant</b> must ensure materials do not inadvertently neglect, exclude, marginalize, disrespect, or alienate certain individuals or groups.
3	<b>CMAV</b> will select and entrust a Project Management <b>Consultant</b> who in turn will select one or more Pavement Management Plan (PMP) <b>Contractors</b> to engage with the <b>City of St. Charles</b> , perform pavement data collection, incorporate data into and deliver Pavement Management Plan as well as implement, train municipality's users and provide software license for MicroPAVER system.

4	Project Management <b>Consultant</b> will also designate a Quality Assurance (QA) <b>Contractor</b> to review the <b>PMP's</b> data collection activity.
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**3. Constraints and exclusions**

Awareness and planning for the organizational, technical, and resource constraints that limit the project's scope will allow for problem areas to be identified and addressed to reach the project goals quickly.

NO.	CONSTRAINT / EXCLUSIONS
1	City collects pavement data and has management system but needs guidance with regard to multi-year Plan, underlying management software, and greater guidance with regard to maintenance recommendations per life-cycle of pavement sections.
2	
3	

**4. ON TO 2050 Implementation Topics**

The project activities will seek to advance the recommendations of ON TO 2050 the region's comprehensive plan by exploring and addressing implementation of the following:

TOPIC	PROJECT IMPLEMENTATION
<b>Base investment decisions on data and performance for data driven and transparent investment decisions.</b>	
Use a data-driven, performance-based approach to making public infrastructure and service investments (C04.G11.R26.S088)	Base investment decisions on data and performance by helping local governments create asset management systems, particularly developing and using pavement management. Specifically, <ul style="list-style-type: none"> <li>• Implement pavement management systems and base pavement management decisions on minimizing lifecycle maintenance costs,</li> <li>• Help local governments create asset management systems, starting with efforts to pilot local implementation of pavement management,</li> <li>• Work with partner agencies toward uniformity in pavement data collection, and</li> <li>• Develop trainings to assist all of the region's municipalities in implementing and improving asset management systems over the long term.</li> </ul>

**5. Local Contribution and timetable**

The required local contribution, if any, and anticipated project schedule.

<b>Contribution amount:</b>	\$4,000	<b>Due Date:</b>	10/31/2024
<b>Anticipated kick-off:</b>	Q1-FY 2025	<b>Anticipated Duration:</b>	9 months




## ATTACHMENT 2: APPLICANT INVOICE INFORMATION

WORK PLAN NO.	PROJECT TITLE	DATE
2025.054	Pavement Management Plan	9/16/2024

### Contact Information

NAME	Chris Gottlieb
TITLE	Public Works Manager – Engineering
ADDRESS	2E Main St., St. Charles IL, 60174
PHONE	630-377-4408
EMAIL	Cgottlieb@stcharlesil.gov

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *5.F
	Title:	Recommendation to Approve Revised Resolution Language Authorizing an Easement for the Riverside Culvert Project	
	Presenter:	Chris Gottlieb	
<b>Meeting:</b> City Council		<b>Date:</b> October 28, 2024	
<b>Proposed Cost:</b> \$ 0.00		<b>Budgeted Amount:</b> \$0.00	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>On May 6<sup>th</sup> of 2024 the City Council passed Resolution No. 2024-68 authorizing a permanent easement to be granted to the Illinois Department of Transportation (IDOT) for the Riverside Culvert Replacement Project. During their review of the submitted documents, IDOT noted that the approved resolution does not specifically grant signatory authority. They have requested specific language authorizing the Mayor and City Clerk to attest and seal the easement be included in the resolution.</p> <p>We recommend that the original Resolution No. 2024-68 be repealed by a new Resolution, ratifying the grant of easement to IDOT and authorizing the Mayor to execute and the Clerk to attest to same.</p>			
<b>Attachments</b> (please list):			
*Resolution No. 2024-68 *Proposed, Ratifying Resolution			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a resolution repealing Resolution No. 2024-68 with a new Resolution ratifying the grant of the easement to IDOT with direction for the Mayor to execute and Clerk to attest thereto.			

**City of St. Charles, Illinois  
Resolution No. 2024-68**

**A Resolution to Grant a Permanent Easement to the Illinois Department  
of Transportation for the Riverside Culvert Replacement Project**

**Presented & Passed by the  
City Council on May 6, 2024**

WHEREAS, as part of the ongoing 7<sup>th</sup> Avenue Creek flood control project, the City will be replacing the culvert carrying 7<sup>th</sup> Avenue Creek under Riverside Ave (IL Rt. 25);

WHEREAS, the City must participate in two easements in order to build and maintain this project;

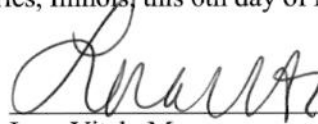
WHEREAS, Parcel 002 is granting a permanent easement to IDOT for five feet around the culvert headwalls in order to allow for access and maintenance;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to grant a permanent easement to IDOT for the Riverside Culvert Replacement Project.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 6th day of May, 2024

PASSED by the City Council of the City of St. Charles, Illinois, this 6th day of May, 2024

APPROVED by the Mayor of the City of St. Charles, Illinois, this 6th day of May, 2024

  
\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

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

COUNCIL VOTE:

Ayes: 10  
Nays: 0  
Absent: 0  
Abstain: 0



Route: Riverside Avenue (Illinois Route 25)

County: Kane

Parcel No.: 11824002PE

Station: 11+88.66 to 12+36.04

Index No.: 09-35-351-020

A Permanent Easement That part of Lot 1 in 1734 Riverside Subdivision, according to the plat thereof recorded September 03, 2020 as document 2020K050594, in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combination factor of 0.99994743, described as follows:

Commencing at the southeast corner of said Lot 1; Thence South 88 degrees 20 minutes 36 seconds West, along the southerly line of said Lot 1, 100.62 feet for a Point of Beginning; Thence continuing along said southerly line, South 88 degrees 20 minutes 36 seconds West, 17.35 feet to the southwesterly corner of said Lot 1; Thence northerly 8.23 feet along the westerly line of said Lot 1, being a nontangential curve to the right, said curve having a radius of 25.00 feet, a chord that bears North 27 degrees 22 minutes 19 seconds West and a chord of 8.20 feet to a point of tangency; Thence North 17 degrees 56 minutes 07 seconds West, along said westerly line and tangent to last described curve, 32.73 feet; Thence North 72 degrees 03 minutes 53 seconds East, perpendicular to last described line, 18.00 feet to a line 18.00 feet easterly of and parallel with said westerly line; Thence South 17 degrees 56 minutes 07 seconds East, along said parallel line, 45.68 feet to said Point of Beginning.

Said Permanent Easement containing 0.018 acres, more or less.

Owner The City of St. Charles  
Address 1734 IL-25 (Riverside Ave.)  
St Charles, IL 60174  
Route IL-25 (Riverside Ave.)  
County Kane  
Job No. Riverside Culvert Replacement  
Parcel No. 11824002PE  
P.I.N. No. 09-35-351-020  
Section N/A  
Project No. R-91-018-24  
Station 10+00  
Station 14+75  
Contract No.  
Catalog No.

**PERMANENT EASEMENT**  
**(Governmental Entity)**

The City of St. Charles, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Lora Vitek, its Mayor, for and in consideration of the benefits resulting from the construction and maintenance of the highway improvements referred to herein, and pursuant to the provisions of its charter hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a permanent easement for the purpose of culvert improvement and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Kane, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the 6th day of May , 2024.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 6<sup>th</sup> day of May, 2024.



City of St. Charles  
Name of Governmental Entity  
By: [Signature]  
Signature  
Lora Vitek, Mayor  
Print Name and Title

ATTEST:  
By: [Signature]  
Signature

Nancy Garrison, City Clerk  
Print Name and Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

This instrument was acknowledged before me on May 6, 2024, by Lora Vitek, as Mayor and Nancy Garrison, as City Clerk of St. Charles, a governmental entity

organized and existing under the laws of Illinois.



[Signature]  
Notary Public  
My Commission Expires: 12/7/2025

This instrument was prepared by and after recording, return to:

Illinois Department of Transportation  
ATTN: Bureau of Land Acquisition



**Illinois Department  
of Transportation**

**Affidavit of Title**

Owner City of St. Charles  
Address 1734 IL Rt. 25 (Riverside Ave.).  
St. Charles, IL 60174  
Route IL-25 (Riverside Ave)  
Section N/A  
County Kane  
Project Riverside Culvert Replacement  
Job No. R-91-018-24  
Parcel No. 11824002PE  
P.I.N. No. 09-35-351-020  
Station 10+00  
Station 14+75  
Catalog No.  
Contract No.

State of Illinois )  
 ) ss.  
County of Kane )

I, Lora Vitek , Mayor of the City of St. Charles

being first duly sworn upon oath states as follows:

- 1. Affiant has personal knowledge of the facts averred herein.
- 2.  There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

**SEE ATTACHED EXHIBIT "A"**

- 3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- 4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
- 5. The said premises described in Exhibit "A" are: (Check One)
  - Vacant and unimproved  Agricultural and unimproved
  - Improved and
    - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
    - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

**Individual.** Individual **owner** of the property is: \_\_\_\_\_

**Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

**Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

**Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

**Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

\* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.



Dated this 6<sup>th</sup> day of May, 2024

By:   
Signature

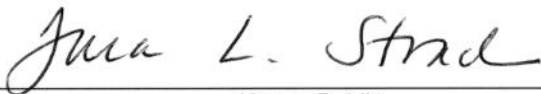
Lora Vitek, Mayor  
Print Name and Title if applicable

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

This instrument was acknowledged before me on May 6, 2024, by  
Lora Vitek

(SEAL)



  
Notary Public  
My Commission Expires: 12/7/2025

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

**City of St. Charles, Illinois  
Resolution No. 2024-\_\_\_\_\_**

**A Resolution to Rescind Resolution No. 2024-68 and to Grant a  
Permanent Easement to the Illinois Department of Transportation (“IDOT”)  
for the Riverside Culvert Replacement Project**

**Presented & Passed by the  
City Council on \_\_\_\_\_, 2024**

WHEREAS, as part of the ongoing 7<sup>th</sup> Avenue Creek flood control project (“Riverside Culvert Replacement Project”), the City of St. Charles (“City”) will be replacing the culvert carrying 7<sup>th</sup> Avenue Creek under Riverside Ave. (IL Rt. 25); and

WHEREAS, the City is the fee simple owner of a vacant parcel commonly known as 1734 IL Rt. 25 (Riverside Avenue), St. Charles, Illinois, and proposes to grant a permanent easement to IDOT for five feet around the culvert headwalls, in order to allow for access and maintenance of the Riverside Culvert Replacement Project (“Parcel 002 Permanent Easement”); and

WHEREAS, the City, on May 6, 2024, approved and passed Resolution No. 2024-68, authorizing and granting to IDOT the Parcel 002 Permanent Easement for the Riverside Culvert Replacement Project; and

WHEREAS, subsequently, IDOT noted that Resolution No. 2024-68 does not specifically authorize signatory authority, requesting, specifically, the City Mayor to execute and the City Clerk to attest to the approved Parcel 002 Permanent Easement.

THEREFORE, BE IT RESOLVED by the mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois:

1. The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Resolution.
2. The corporate authorities of the City hereby rescind City Resolution No. 2024-68.
3. The corporate authorities of the City hereby approve the grant to IDOT of the Parcel 002 Permanent Easement for the Riverside Culvert Replacement Project, dated May 6, 2024, as attached hereto as Exhibit “A” and made a part hereof, with the prior execution thereof by the Mayor and attestation by the Clerk hereby authorized, ratified and conclusive evidence of approval of and authority for same.

4. The officials, officers and employees of the City are hereby authorized to take such further actions and execute such documents as are necessary to grant the Parcel 002 Permanent Easement to IDOT for the Riverside Culvert Replacement Project.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2024.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Lora Vitek, Mayor

ATTEST:

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

COUNCIL VOTE:

Ayes:

Nays:


Absent:

Abstain:

Resolution No. \_\_\_\_\_

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**Exhibit "A"**

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *5.G
	Title:	<b>Recommendation to Approve a Resolution Awarding the Bid for Winter Rock Salt Purchase through the State of Illinois Central Management Services</b>	
Presenter:	<b>AJ Reineking, Public Works Manager – Public Services</b>		
<b>Meeting:</b> Government Services Committee		<b>Date:</b> October 28, 2024	
<b>Proposed Cost:</b> \$ <i>84,000</i>		<b>Budgeted Amount:</b> \$280,000	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The City recently participated in a joint bid for the purchase of bulk rock salt for winter operations through the State of Illinois Central Management Joint Purchasing Program. The State’s 2024/2025 contract for untreated rock salt was awarded to Compass Minerals America Inc. at a price of \$70.06/ton for the West Side Salt Dome Location &amp; \$70.21/ton for Public Works Salt Dome, which is 12% less than the 2023/24 awarded contract.</p> <p>The City’s order is for 1,188 tons. As in prior years, St. Charles will have an obligation to purchase 80% of the order quantity and the supplier is obligated to sell the City up to 120% of our order.</p> <p>The City traditionally budgets for and procures approximately 3,500 tons of salt per year. However, due to the mild winter experienced during the 2023/24 winter season, the City was able to stockpile salt for future use. This resulted in a significant reduction to the order for the 2024/25 season.</p> <p>NOTE: The City sells bulk salt at our cost to School District 303 and the St. Charles Park District. In recent seasons, this arrangement has cumulatively ranged from approximately 350 to 800 tons of salt distributed to these jurisdictions per year.</p>			
<b>Attachments</b> (please list):			
None			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to Approve a Resolution Awarding the Bid for the Purchase of Winter Rock Salt to Compass Minerals America Inc. in the amount of \$70.06/ton & \$70.21/ton.			