

CITY OF BATAVIA
100 N. Island Avenue, Batavia, IL 60510
(630) 454-2000 <http://cityofbatavia.net>

Committee of the Whole Agenda
Tuesday, February 9, 2016
7:30 PM Council Chambers 1st Floor

1. Roll Call
2. Items Removed/Added/Changed
3. Matters From The Public (For Items NOT On Agenda)
4. Review City Administrator Recruitment Profile--WRB LLC (Wendy Bednarek 2/9/16)
Documents: [MM CITY ADMINISTRATOR RECRUITMENT PROFILE BROCHURE.PDF](#)
5. Resolution 16-14 R: Authorizing A Representative To Sign Loan Documents (WRM 2/5/16)
GS
Documents: [RES 16-14-R AUTHORIZING FINANCE DIRECTOR TO SIGN.PDF](#)
6. Approval: 6th Amendment To TriCom Intergovernmental Agreement (Chief Schira 1/28/16)
GS
Documents: [6TH AMENDMENT TO TRICOM IGA.PDF](#)
7. Resolution 16-12-R: Authorizing Execution Of The Local Agency Agreement For Federal Participation For The Wilson Street LAFO Resurfacing -Raddant Road To Kirk Road Project With The Illinois Department Of Transportation. (Tim Grimm 2/4/16) CS
Documents: [RES 16-12-R WILSON ST LAFO_LAA.PDF](#)
8. Resolution 16-13-R: Authorizing Execution Of The Construction Engineering Services Agreement For Federal Participation For The Wilson Street LAFO Resurfacing – Raddant Road To Kirk Road With AECOM. (Tim Grimm 2/4/16) CS
Documents: [RES 16-13-R WILSON ST LAFO_LAA.PDF](#)
9. Renewing Community Digital Sign Initiative And Kane County Riverboat Grant Application (Chris Aiston 2/5/16)
Documents: [DIGITAL SIGN.PDF](#)
10. Discussion: Communication Person (WRM 2/5/16) GS
Documents: [COMMUNICATIONS POSITION.PDF](#)
11. Fox River Issues CD
12. Project Status
13. Other
14. Adjournment

CITY OF BATAVIA

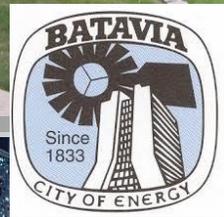
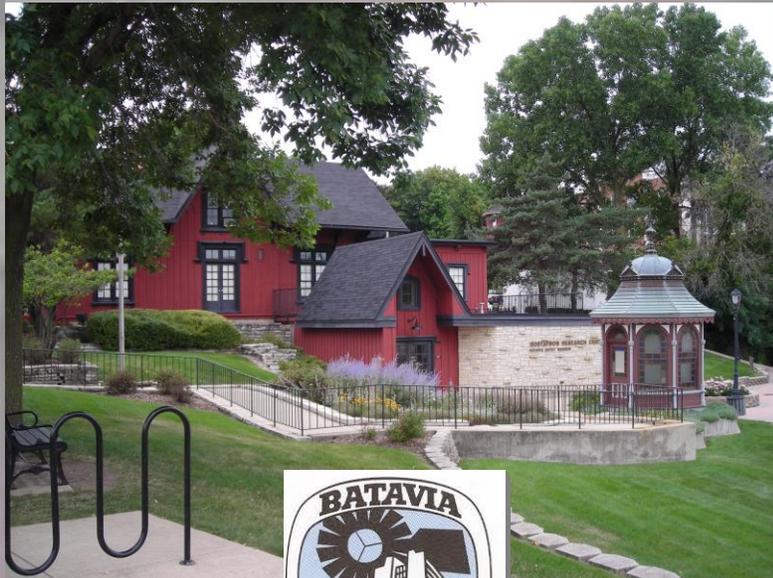
DATE: February 9, 2016
TO: Mayor & City Council
FROM: Wendy Bednarek, Director of Human Resources
SUBJECT: Review of the Final City Administrator Recruitment Brochure

Attached for your review is the final copy of the recruitment brochure for the City Administrator position. Bill Balling, executive placement consultant, will be present at the COW meeting to review the brochure with the City Council and explain the next steps of the recruitment process for the new City Administrator.

W/attachment: FINAL City Administrator Recruitment Profile Brochure

Recruitment Profile
City Administrator – City of Batavia

February 9, 2016



The City



The City of Batavia (the City), with a population of about 26,400, is a vibrant and thriving community that is nestled along the banks of the Fox River. The City was founded in 1833 and is located approximately 35 miles west of downtown Chicago. Batavia is the oldest city in Kane County, Illinois and a small portion of Batavia lies in DuPage County. The City was first incorporated as a Village in 1856 and later as a City in 1891. Batavia is part of a vernacular region known as the Tri-City Area, along with Geneva and St. Charles, which are all Western suburbs of similar size and relative socioeconomic condition. The City of Batavia, with its small-town atmosphere, is revered as the “authentic” Fox River town due in part to its admirable culture and caring spirit of its diverse residents.

Nicknamed the “Windmill City,” because of its industrial prowess at the turn of the century as the windmill manufacturing capital of the world, and the “City of Energy,” for its early adoption of electrical power and cutting-edge advancements in electrical technologies, the City of Batavia has a rich history of innovation and creativity. A great example of The City’s ingenuity is the development of the Riverwalk located in the heart of its downtown, which is considered the “crown jewel” of Batavia.

First settled by Christopher Payne and his family, the City of Batavia adopted its name from its parent city, Batavia, New York, which was founded in up-state New York by Dutch traders and land surveyors. From its genesis, the City of Batavia was an industrial city. Windmill factories provided employment for many of its residents. The first products manufactured in Batavia were flour, ice, lumber, paper, and stone, which found markets in Chicago. In the 1830s, wheat grinding mills provided large quantities of flour to Chicago. Shortly after the Great Fire of 1871, Batavia quarries shipped massive amounts of Niagara limestone to help with the rebuilding of

Chicago. Throngs of Swedish immigrants moved to Batavia after losing their jobs due to the fire, joining the English, Irish, and Germans who had already settled in town.

Fast-forward to today, the City bustles with a thriving retail district along Randall Road as well as more than five-million square feet of industrial and office building space, employing thousands of individuals. Batavia is also home to over 200 varied manufacturing, research, and warehousing firms. The City proudly serves as hometown to the Fermi National Accelerator Laboratory, the world-renown center for high energy physics research and Mooseheart, the international child-city of the Moose Lodge.



Like most great cities, Batavia's real strengths are found in the community commitment to its institutions and its quality of life. The School District in Batavia is ranked as one of the most educationally advanced systems in the State of Illinois, and the City's long-standing record of support towards quality education for its children is a legend of admiration throughout the Fox River Valley. Batavia is also home to a new, modern, and spacious library and an award-winning park district.

Batavia has a total area of 9.70 square miles, of which 9.64 square miles is land and 0.07 square miles is water. The community is a nice mix of residential and commercial, and has a desire to expand and enhance its downtown. Redevelopment strategies will be an important part in the City's future.

The City has a projected 2016 budget of \$104,714,464, and remains in a favorable financial position with an upward trend in financial performance and stability. Below is the 2016 Budget Summary:

Total Budget	Operating	Capital	Debt	Interfund Capital/Debt
\$104,714,464	\$84,166,819	\$14,308,008	\$4,369,760	\$1,869,877
Total by Fund	Operating	Capital	Debt	Interfund Capital/Debt
General				
\$26,713,321	\$24,654,771	\$275,100	\$ -	\$1,783,450
Motor Fuel Tax				
\$ -	\$ -	\$ -	\$ -	\$ -
Capital Projects				
\$7,197,935	\$ -	\$7,111,508	\$ -	\$86,427
Debt Service				
\$856,876	\$ -	\$ -	\$856,876	\$ -
Electric				
\$52,823,706	\$48,180,370	\$2,939,000	\$1,704,336	\$ -
Water				
\$5,074,005	\$3,282,292	\$855,000	\$936,713	\$ -
Wastewater				
\$6,883,481	\$2,884,246	\$3,127,400	\$871,835	\$ -
Insurance Fund				
\$5,165,140	\$5,165,140	\$ -	\$ -	\$ -

A more complete description of the City and budget can be found on the City's website at www.cityofbatavia.net.

Five Interesting Facts About Batavia

1. The settlement of Batavia was delayed one year by the Black Hawk War, in which Abraham Lincoln was a citizen soldier, and Zachary Taylor and Jefferson Davis were Army officers. Although there is no direct evidence that Lincoln, Taylor, or Davis actually visited the future site of Batavia, there are writings by Lincoln that refer to "Head of the Big Woods," which was the original name of Batavia given by its first settler, Christopher Payne.
2. After the death of President Abraham Lincoln, Mary Todd Lincoln was an involuntary resident of the Batavia Institute on May 20, 1875. Mrs. Lincoln was released four months later on September 11, 1875.
3. Batavia was home to Dr. Bernard Cigrand, who was credited with being the national founder of Flag Day.

4. The City was featured in two highly acclaimed motion pictures; the 1974 movie “Harry and Tonto,” which won an Academy Award, and “Hoop Dreams.”
5. Batavia is an award-winning community.
 - a. Ranked #16 on WalletHub’s 2016 list of Best Cities in Illinois to Raise a Family.
 - b. In 2015 for the third consecutive year, Batavia High School was designated a GRAMMY Signature School of excellence in music education.
 - c. The Batavia High School football team won the 6A state championship in 2013.
 - d. Designated as a Bike Friendly Community (Bronze Level) by the League of American Bicyclists in 2013.
 - e. The City’s collection of historic windmills was designated as an Historic Mechanical Engineering Landmark by the American Society of Mechanical Engineers.
 - f. Won the Best Street Award from the Illinois Chapter of the Congress of New Urbanism for the City’s Streetscape redevelopment of River Street; awarded the Lieutenant Governor’s Award of Excellence in Downtown Revitalization at the Illinois Main Street Conference in 2013.
 - g. Voted by Relocate America as one of the Top 100 places to Live in America in 2011.
 - h. Ranked #56 on CNN Money’s Best Small Town in the nation in 2009.
 - i. Business Week ranked Batavia #21 on a national list of the 50 best places in America to raise kids in 2007. (Source: https://en.wikipedia.org/wiki/Batavia,_Illinois)

City Government

The City has a total of 222 employees; 151 full-time employees and 71 part-time employees and provides a full range of services, including police, fire protection and paramedic services, maintenance of streets, bridges and sewers, building and zoning, code enforcement, water distribution and wastewater treatment, along with a municipally-owned electric distribution system.

In addition, the City also has adopted a hybrid, cost-effective, supplemental staffing structure, which relies on paid on-call fire personnel for shift coverage, private contracted paramedic services, and multiple outsourced functional services in Public Works to support snow removal and leaf collection to name a few.



The City operates under the aldermanic form of government with a total of 14 council members; two from each ward, elected for overlapping four-year terms. The Mayor is elected on an at-large basis and is the chief executive officer of the City. The Mayor appoints the members of all standing and special committees, and the policy and legislative authority are vested in the City Council. The City Council is responsible for passing ordinances, adopting the budget, and confirming the City Administrator appointment. The City Administrator is responsible for carrying out the policies and ordinances of the City Council and for overseeing the day-to-day operations of the City. The Mayor, with consent of the City Council, appoints the Departments Heads who work under the direction of the City Administrator.

City Administrator Position

The City of Batavia is seeking a highly accomplished, qualified, and outstanding candidate with strong leadership skills to be its next City Administrator. The ideal candidate will possess solid contemporary academic credentials, extensive business knowledge / acumen, experience managing utilities and service areas most important to Batavia, and superior interpersonal qualities that are required to meet the highest standards and expectations of the Mayor and City Council as well as the ability to motivate employees and build productive working relationships with residents, the business community and City constituents.

The City is also seeking an individual who can make a seven to ten-year minimum service commitment to address several long-range planning and economic development strategies that are important to the residents and business interests in Batavia.

Here are the specific candidate qualification criteria for the City Administrator position:

1. Management and Leadership Style

- The candidate must possess business and governmental management knowledge and have strong business acumen, and demonstrate an entrepreneurial spirit.
- The candidate must possess a high level of integrity and honesty in all professional interactions and encounters.
- Ability to build productive and highly motivated teams, and demonstrate clear team leadership.
- Create an environment in which trust is valued and demonstrate the ability to be a trust-builder.
- Ability to be a visionary and can take a 30-thousand and even 60-thousand view of the City's needs and business requirements.
- Ability to lead and manage in an ambiguous, complex regulatory environment with the ability to connect nuisances and understand key players, including the City Council, employees, business leaders, governmental administrators, and residents.
- Ability to lead by example and encourage open and transparent municipal processes throughout the City.
- Ability to project a strong leadership presence and possess effective situational leadership.
- Demonstrated ability to excel and lead in a community that requires a high-level of services and responsiveness by the Mayor, City Council, staff, and residents.
- Ability to present pertinent information and alternative approaches to the Mayor, City Council, and staff in a confident and compelling manner.
- Demonstrated ability to forge partnerships and build consensus with elected officials, staff, business leaders, and other units of local government.
- Effective listening skills and ability to provide timely and consistent feedback to employees on their performance.
- Ability to create an environment of recognition and appreciation for the City's human capital.
- Ability to delegate work / tasks based on the strengths of employees and effectively utilize the talents of staff for special projects.
- Ability to empower Department Heads and employees to ensure full engagement and to encourage continuous development and learning.

2. Interpersonal Style and Traits

- Demonstrate an open exchange of information with all constituents.
- Demonstrate an authentic, patient, and receptive approach to working with the Mayor, City Council, staff, business leaders, and residents.
- Work collegially with people and possess a sincere fondness for people.
- Passionate about work and relationship management.
- Present high-touch customer service in all dealings and interactions.
- Charismatic and agile communicator.
- Respect for City Administration and possess an understanding that City Administration is a “marathon” and not a “sprint.”
- Can work on many priorities simultaneously without getting frazzled and distracted.
- Ability to keep a business focus and not take work personally.
- Demonstrate superior problem-solving, and embrace and acknowledge ideas from staff and constituents.

3. Experience

- The candidate must have seven to ten years of progressive executive-level municipal management / administration experience with significant accomplishments and outcomes, managing utilities and/or business enterprises, budgets, economic development efforts, strategic planning, community and constituent relations, and contracted services.
- The candidate must have a successful track record of driving effective communication strategies in a municipal setting and possess excellent verbal and written communication skills, including media management and relations.
- Candidate must have command of contemporary business practices and advanced business knowledge applied to municipal government.
- The candidate must have a demonstrated track record of economic development and urban planning, with significant experience in public administration.
- The candidate must have considerable succession planning and employee performance management experience.
- Significant experience in service evaluation and measuring performance outcomes, including the ability to apply analytics and benchmarking to effective City-wide service delivery.
- Ability to embrace and ensure ongoing high-touch, exceptional customer service expectations and standards are met throughout the City and extended to all internal (Mayor, City Council, Staff) and external (residents, business leaders, vendors) customers.

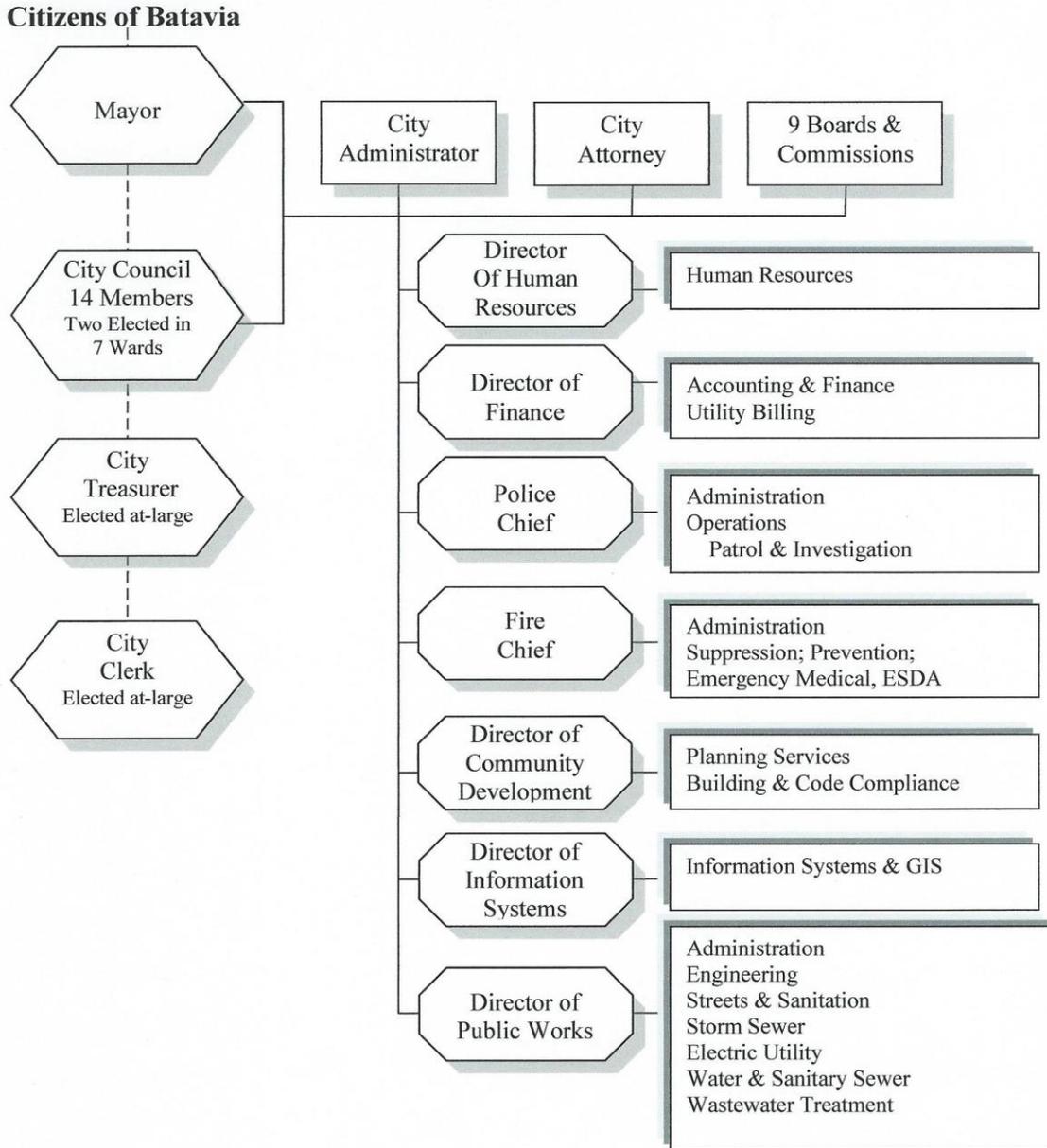
- Ability to work collaboratively with City governmental administrators, neighboring communities, regional boards and agencies, external funding agencies and develop shared-service agreements to realize efficiencies and cost-savings.
- The candidate must possess superior contract negotiation experience and possess good general negotiation skills.
- The candidate must have five to seven years of advanced project management experience in a municipal environment, with considerable experience in capital projects and community development.

4. Education

- Candidate must have a bachelor's degree with a focus in public administration, engineering, business administration or related field. A master's degree is preferred (i.e., MPA or MBA) with demonstrated life-long learning.



City of Batavia Organizational Structure



Compensation

The City of Batavia is prepared to offer a full benefits package and competitive salary, including relocation assistance, for the highest rated candidate selected. A salary range of \$150,000 to \$185,000 based on qualifications and experience is anticipated, and a four-year employment agreement will be provided on June 1, 2016. An interim letter of employment will be offered if hiring occurs before June 1, 2016.

Application Procedure

The City of Batavia seeks applications of qualified and highly accomplished candidates. Candidates will be screened and interviewed by WRB, LLC and a select team, and the Mayor and Department Heads in separate sessions with the top finalists (up to six candidates) being presented to the City Council for consideration and confirmation. The City of Batavia is an Equal Opportunity Employer.

Send an outcome based, up-to-date resume by March 21, 2016, via e-mail and/or the United States mail to:

WRB, LLC
Attention: William Balling
412 S. Prindle Avenue
Arlington Heights, Illinois 60004
or
bill@wrblc.com

The City of Batavia requires that all application packets are postmarked by March 21, 2016, and must contain the requisite information listed below to meet the City Council's consideration:

1. Include a formal cover letter indicating reasons you desire to be a candidate for consideration and your interest in working for the City of Batavia.

2. Current outcome-based resume including, but not limited to, employment history, key responsibilities, budget-management experience, and number of employees supervised. Salary history for the past six years.
3. List of a minimum of six (6) references, representing a balance of former employers and employees, professional contacts, and council members / trustees.



CITY OF BATAVIA

DATE: 2/05/16
TO: Mayor and City Council
FROM: Bill McGrath, City Administrator
RE: Resolution 16-14-R Authorizing a Representative to Sign Loan Documents

The Wastewater Treatment Plant improvements as presented in Task Order #8 with Trotter & Associates approved by Resolution 16-11-R will be financed with an IEPA Loan. The loan will be authorized with a Bond Ordinance approved by the City Council at a later date. The initial application process will require many forms to be signed by an authorized representative. Examples of these forms are applications, listing of the City's tax numbers, certifications of procedures, sewer rates, water consumption levels, etc.

For ease of administration, the Mayor can appoint a representative to sign these documents to help move through the process, and we have done so in the past. The attached Resolution 16-14-R provides that authorization to Peggy Colby the Finance Director. While I have been this representative in the past, it would be better to have consistency through the project, which will outlast my tenure. This does not authorize her to provide approval for debt issuance or obligate the City in any way. The forms will only provide the support necessary to facilitate the progression through the loan process. The final loan agreement will be completed with a loan closing very similar to the process of a bond closing with multiple documents signed by the Mayor, Clerk and Treasurer.

Requested Action by Council: Recommendation for approval of Resolution 14-16-R Authorizing Peggy Colby, Finance Director of the City of Batavia to sign IEPA loan application forms and supporting documents. Thank you.

cc. Mayor and City Council
Department Heads
File

Project _____

L17 _____

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-14-R**

RESOLUTION AUTHORIZING A REPRESENTATIVE TO SIGN LOAN DOCUMENTS

WHEREAS, application provisions for loans from the Water Pollution Control Revolving Fund for construction of sewage treatment works require that the Mayor of the City of Batavia authorize a representative to sign the loan application forms and supporting documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. That Peggy Colby, Finance Director of the City of Batavia, is hereby authorized to sign all loan application forms and documents.

SECTION 2. Effective Date. This resolution shall be in full force and effect forthwith upon its adoption.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ___ day of _____ 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ___ day of _____ 2016.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	Fischer					O'Brien				
2	Callahan					Wolff				
3	Chanzit					Hohmann				
4	Stark					Mueller				
5	ThelinAtac					Botterman				
6	Cerone					Russotto				
7	Brown					McFadden				

Mayor Schielke

VOTE: 0 Ayes 0 Nays 0 Absent 0 Abstentions
Total holding office: Mayor and 14 aldermen

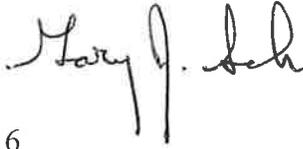
ATTEST:

Heidi Wetzell, City Clerk

CITY OF BATAVIA

MEMO TO: Committee of the Whole
Government Services

FROM: Gary J. Schira
Chief of Police



DATE: January 28, 2016

SUBJECT: 6th Amendment to TriCom Intergovernmental Agreement

Attached is an amendment (6th) to our current TriCom Intergovernmental Agreement, which I ask you to approve and send on to the City Council for its approval. A revision of our current TriCom IGA was needed to reflect our updated cost formula for members (original/legacy members, such as Batavia, Geneva & St. Charles), as well as current and future contractual members. It also clarifies the composition of The Board of Directors and voting rights.

The public safety chiefs from all 3 towns have had numerous meetings with the 3 city administrators, as well as Geneva City Attorney & TriCom Attorney Chuck Radovich and the attached IGA meets with their approval.

I would ask that this be favorably considered at the Tuesday, Feb. 9 Committee of the Whole Meeting and then approved at the Monday, Feb. 15, 2016 City Council Meeting. Three (3) original copies of the signature page are needed because all three City Councils have to approve and sign this IGA.

**SIXTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT
[TRICOM CENTRAL DISPATCH]**

City of St. Charles, City of Geneva, and City of Batavia, Illinois

THIS SIXTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT (this “Amendment”), is made and entered into this ____ day of _____, 2016, by and between the CITY OF ST. CHARLES, DuPage and Kane Counties, Illinois (“St. Charles”), the CITY OF GENEVA, Kane County, Illinois (“Geneva”) and CITY OF BATAVIA, Kane and DuPage Counties, Illinois (“Batavia”). St. Charles, Geneva and Batavia sometimes hereafter referred to, collectively, as “Original/Legacy Members”.

WITNESSETH:

WHEREAS, St. Charles, Geneva and Batavia entered into an Intergovernmental Agreement relating to a cooperative arrangement to provide communications services for police, fire, ambulance and other emergency functions (the arrangement or agency commonly referred to as “TriCom Dispatch” or “TriCom”) within each municipality on June 7, 1976 (hereinafter referred to as “Agreement”); and

WHEREAS, the Agreement was subsequently amended 1979, 1985, 1986 and 2013; and

WHEREAS, the Original/Legacy Members find that it is in their respective best interests to amend the Agreement, as heretofore amended; and

WHEREAS, the Original/Legacy Members are “units of local government” as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970, and Geneva is “non-home rule unit(s)” and St. Charles and Batavia are “home rule unit(s)”, as defined by the Constitution of the State of Illinois of 1970; and,

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and,

WHEREAS, the Original/Legacy Members desire to modify the Agreement, as amended, as to (1) the manner in which the expenses of operating are allocated between the Original/Legacy and any other new members or Contract Communication Service Agencies from Tri Com and (2) the manner of adding new voting members to the Board of Directors of Tri Com; and

WHEREAS, governing bodies of St. Charles, Geneva and Batavia have authorized, by ordinance, the execution of this Amendment as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate St. Charles, Geneva and Batavia agree as follows:

Section 1. Adoption by Reference. The recitals of fact set forth above are incorporated by reference and adopted herein as if fully set out in this Section 1.

Section 2. Amendment to Paragraph 10 (Finances) of the Agreement. Paragraph 10 (Finances) of the Agreement is hereby deleted and the following provisions are substituted therefor:

“10. Administrative Support Services. St. Charles, Geneva and Batavia, as well as new members and Contract Communication Service Agencies (as defined at Paragraph 19 below), each shall pay to Geneva through Tri Com, an annual sum, as and for reimbursement for administrative support services provided by Geneva to TriCom. The amount of this reimbursement shall be built into the annual TriCom budget. The Administrative Support Services may include financial, human resources, administrative support services, and such other support services, as reasonably determined by Geneva and approved by the Board of Directors of Tri Com.

10.1 Annual Dispatch Service Fee. In addition to the cost for Administrative Support Services, an Annual Dispatch Service Fee shall be paid by each Member to Geneva, in the name of TriCom, in equal quarter annual installments by the tenth day of the month following receipt of an invoice from TriCom. The Annual Dispatch Service Fee is based on the sum of the Base Fee and the Usage Fee, as set forth below:

10.1.2 Base Fee. The purpose of the Base Fee is to allocate among Original/Legacy Members and other members, including Contract Communication Service Agencies, operating expenses of TriCom. The Base Fee is One (1%) percent of the annual day-to-day operating budget for members or Contract Communication Service Agencies with a Calls for Service (as defined below and hereafter referred to as “CFS”) percentage of one (1%) percent or more. In the event the annual CFS is between .5% and 1%, the annual Base Fee shall be \$15,000 and if the member’s or agency’s CFS is below .5%, the annual Base Fee shall be \$10,000. For the purpose of this Agreement, a Call for Service is a telephonic alarm dispatch request or

emergency responder request received by TriCom Central Dispatch from a location within (or for a location within) the corporate boundaries of a member (Original/Legacy Member or Contract Communication Service Agency).

10.1.2 Usage Fee. The Usage Fee is a member's or Contract Communication Service Agency's proportionate share of the remaining balance of the annual day-to-day operating budget (reduced by total Base Fees and non-Usage Fee revenues) based upon the number of Calls for Service received from a member's or agency's corporate jurisdiction for the prior fiscal year. The proportionate share of a member or agency for a fiscal year shall be determined by dividing the total number of Calls for Service originating from a member or agency by the total number of Calls for Service received by TriCom. For illustration purposes only, assume that TriCom's annual day-to-day operating budget for calendar year 2014 is \$2,500,000 and TriCom received 182,500 Calls for Service in year 2013 and Municipality "X" generated 63,875 Calls for Service. The Annual Dispatch Service Fee for Municipality "X" would be calculated as follows:

Base Fee (1% of \$2,500,000) = \$25,000.00

Usage Fee ($63,875/182,500 = 35\% \times \$2,325,000^* = \$813,750.00$)

Annual Dispatch Service Fee (\$25,000.00 + \$813,750): \$838,750.00

***Net day-to-day Operating Budget after Base Fee and non-Usage Fee**

Reductions

Geneva shall keep accurate records of the cost of operating TriCom, which records shall be available at Geneva’s municipal offices for inspection by a duly authorized agent or employee of an Original/Legacy Member, members or Contract Communication Service Agency during regular business hours. The operating expenses shall include a reasonable sum for Geneva’s Administrative Support Services expenses. Geneva shall invoice the Original/Legacy Members, members and Contract Communications Service Agencies for their respective shares of the Annual Dispatch Service Fee quarter annually. Invoices shall be paid within thirty (30) days from receipt thereof. The financial records of TriCom shall be audited annually by an auditor selected by the City of Geneva and the cost of audit shall be a cost of operating TriCom.”

Section 3. Amendment to Paragraph 11 (Board of Directors) of the Agreement.

Paragraph 11 (Board of Directors) of the Agreement is hereby deleted and the following provisions are substituted therefor:

“11. Board of Directors.

11.1 Board of Directors; constituted: The management of TriCom shall be vested in the Board of Directors, consisting of nine (9) Directors, who shall be appointed by the respective Mayor of each Original/Legacy Member, with the advice and consent of each Mayor’s respective City Council, as follows:

Each police chief from each of the Original/Legacy Members to the Agreement (3);

Each fire chief from each of the Original/Legacy Members to the Agreement (3);

and,

One alderperson from each of the Original/Legacy/ Members to the Agreement (3).

In the event an appointed Director is unable to attend a Board of Directors' meeting, each Original/Legacy Member may designate an Alternate Director who may be an elected or appointed officer of such municipality.

11.2. Voting; Quorum. Each Director shall be entitled to cast one vote on each matter coming before the Board of Directors for action, and a majority of the Directors present and voting at a duly noticed Board of Directors' meeting, when there is a quorum of five (5) Directors (at least one (1) from each Original/Legacy Member), shall be required for the Board of Directors to act. In the event that an Original/Legacy member has less than three (3) Directors, but more than one (1) Director, present at a Board of Directors' meeting, the Original/Legacy member shall be entitled to cast a total of three (3) votes, through its Director(s) who are present, on all matters coming before the Board of Directors at the meeting in question.

11.2.1 Each Contract Communication Service Agency whose CFS for the prior fiscal year was greater than 8 % of the total CFS shall be entitled to cast one (1) vote, through its designated representative, on each matter coming before the Board of Directors.

11.2.2 However, for the sole purposes of voting at Board of Director's meetings under this paragraph 11, Contract Communication Service Agencies whose individual CFS, for the prior fiscal year is less than 8 % may, collectively, elect a single representative (hereafter referred to as "Combined Agency"). A Combined Agency, under this paragraph and through its elected representative, may cast one (1) vote on each matter coming before the Board

of Directors for action. A Combined Agency's representative shall be designated on an annual basis.

11.2.3 In the event the CFS for any Contract Communication Service Agency is less than 8% of the total CFS, the right to vote for that Contract Communication Service Agency shall cease *instanter*. Each Contract Communication Service Agency, or a member other than an Original/Legacy Member, may appoint an alternate representative to attend and vote on matters before the Board of Directors if its primary representative is unable to attend a meeting.

11.2.4 Removal of Contract Communication Service Agency representative. The Board of Directors, upon the approval of a two-thirds (2/3) vote of the Board of Directors, may remove a specific Contract Communication Service Agency's representative or a specific Combined Agency's representative from participation in any Board of Directors' meetings. The removal of an individual, specific representative shall be effective for a period of not less than twelve (12) months from the date of the Board of Directors' vote thereon. In such cases, an alternate representative can be selected by the Contract Communication Service Agency or Combined Agency.

11.3 Meetings. The Board of Directors shall meet at least once every 90 days, with at least one meeting being held in May, at which time a chairperson of the Board of Directors shall be elected by the voting members. The chairperson and vice-chairperson can only be a representative from an Original/Legacy agency. Ten (10)

days written notice of all meetings of the Board of Directors shall be given to each party to this Agreement by the chairperson of the Board of Directors with the aid and assistance of the Executive Director. The chairperson or a majority of the Original/Legacy Members of the Board of Directors shall have the authority to call meetings. The Board of Directors shall have the authority to adopt its own rules or by-laws to govern its own deliberation and proceedings.”

Section 4. Amendment to Paragraph 14 (Additional Parties) of the Agreement.

Paragraph 14 (Additional Parties) of the Agreement is hereby deleted and the following provisions are substituted therefor:

“14. Additional Parties/Contract Communication Service Contracts.

14.1.1. Additional Parties. Other municipalities, as defined by Section 1, Article VII of the Constitutions of the State of Illinois, and fire protection districts, as defined by the Illinois Fire Protection District Act, may become a party to the Agreement upon approval of the Board of Directors of TriCom, upon the execution of an appropriate joinder agreement and upon payment of a sum fixed by the Board of Directors to compensate the Original/Legacy Members proportionately for their expenses in acquiring capital assets for TriCom. Such additional parties shall have all of the rights and liabilities of the Original/Legacy Members beginning on the effective date of their membership.

14.1.2 Contract Communications Service Contracts. The Board of Directors may enter into Contract Communications Service contracts with

units of local government or fire protection districts, whether or not contiguous to the corporate boundaries of any Original/Legacy Member. All new members as well as Contract Communications Service Agencies shall be required to, prior to the effective date of commencing service with TriCom, pay to TriCom a proportionate share of the minimum operating reserves of TriCom and any expenses related to the conversion of service to TriCom. The new member's proportionate share of the minimum operating reserves shall be calculated by multiplying one-fourth (25%) of the current year's day-to-day operating budget of TriCom ("minimum 3-month operating reserve") by the anticipated call volume percentage of the new member. The anticipated call volume, which is the aggregate of all Calls for Service received by TriCom, shall be determined by using the new member's call volume for the prior calendar year. The new member's call volume shall be interpolated into an estimated percentage of TriCom call volume. For illustration purposes only, assume TriCom's current day-to-day operating budget is \$2,500,000 and the new member's prior year's call volume would have constituted 1.2% of TriCom's entire call volume for the prior year, the new member's contribution to the operating reserve would be \$7,500. ($\$2,500,000 \times .25 = \$625,000 \times .012 = \$7,500$) for its one-time, nonrefundable contribution to the financial operating reserves of TriCom."

Section 5. Binding Effect. This Agreement shall be binding upon and shall apply only to the legal relationship between St. Charles, Geneva and Batavia. Nothing herein shall be used or construed to affect,

support, bind or invalidate any claims of any Original/Legacy Member insofar as such claims shall affect any entity, which is not a party to this Amendment or the Agreement, as modified.

Section 6. Amendment. No Original/Legacy Member shall directly or indirectly seek any modification of this Amendment or the Agreement, as amended, through court action and the Agreement, as heretofore and herein amended, shall remain in full force and effect until amended or changed in writing by the mutual agreement of the Original/ Legacy Members.

Section 7. Partial Invalidity. If any provision of this Amendment shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Amendment, which can be given effect without the invalid provisions and to this end, the provisions of this Amendment are deemed to be separable.

Section 8. Notice and Service. Any notice hereunder from either municipality hereto to the other municipality shall be in writing and shall be served by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

To St. Charles: City of St. Charles
2 E. Main Street
St. Charles, IL 60174
Attn: City Administrator

To Geneva: City of Geneva
22 South First Street
Geneva IL 60134
Attn: City Administrator

To Batavia: City of Batavia
100 N. Island
Batavia, IL 60510
Attn: City Administrator

or to such persons or entities and at such address as either municipality may from time to time designate by notice to the other municipality. Notice shall be deemed received on the third business day following deposit in the U.S. Mail in accordance with this Section.

Section 9. Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 10. Execution of Agreement, Recordation and Counterparts. Each municipality shall authorize the execution of this Agreement by an ordinance duly passed and approved. This Amendment may be executed by the parties in counterparts.

Section 11. Effective Date. The effective date (“Effective Date”) of this Amendment shall be date the last party executes the Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date set forth below.

CITY OF ST. CHARLES, an Illinois municipal corporation

By: _____
Mayor

ATTESTED on this ____ day of _____, 2016:

City Clerk

CITY OF GENEVA, an Illinois municipal corporation

By: _____
Mayor

ATTESTED on this ___ day of _____, 2016:

City Clerk

CITY OF BATAVIA, an Illinois
municipal corporation

By: _____
Mayor

ATTESTED on this ___ day of _____, 2016:

City Clerk

CITY OF BATAVIA

Date: February 4, 2016
To: Committee of the Whole - CS – February 9, 2016
From: Timothy Grimm, P.E. – Civil Engineer
Engineering Department
Re: **Wilson Street (LAFO) Resurfacing – Raddant Road to Kirk Road
Local Agency Agreement**

- **Resolution 16-12-R - Authorizing execution of the Local Agency Agreement for Federal Participation for the Wilson Street LAFO Resurfacing - Raddant Road to Kirk Road Project with the Illinois Department of Transportation.**

The City of Batavia received Local Agency Functional Overlay (LAFO) Federal funding through Kane-Kendall Council of Mayors (KKCOM) for the resurfacing of Wilson Street, between Raddant Road to Kirk Road. This project will include pavement resurfacing, pavement patching, intermittent curb replacement, structure adjustments, sidewalk replacement, and ADA curb ramp replacement. This project will be included in the April 22, 2016 Illinois Department of Transportation letting, with construction to start in early July and be completed by the middle of August 2016. This roadway will remain open with temporary daily lane closures on an intermittent basis for the duration of construction.

Due to the construction documentation and material testing required utilizing LAFO funding, staff included construction engineering inspection as part of the original funding application. The total LAFO funding approved for this project is \$379,500 and the City's participation is \$126,500, which includes construction engineering services.

Staff is recommending approval of the Local Agency Agreement for Federal Participation. By executing this agreement, the City is indicating that sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriate, if required, to cover the City's total participation cost. The total estimated project breakdown is as follows:

Construction Estimate - \$460,000.00
Construction Engineering Estimate - \$46,000
Total Estimated Project Cost - \$506,000.00

Total LAFO Funding Participation - \$379,500.00
Total Estimated City Participation - \$126,500.00

We have submitted the plans and specifications to IDOT for final review and are awaiting the final comments. Once we have received this information we will be revising the estimates, if needed, to reflect the final design plans. The Local Agency Agreement for Federal Participation amount will be subject to the Illinois Department of Transportation's review and actual construction costs. The funding source for both construction and construction engineering services is Street Improvements Non-MFT (43-47-6471).

Please find attached:



- Resolution 16-12-R - **Authorizing execution of the Local Agency Agreement for Federal Participation for the Wilson Street LAFO Resurfacing – Raddant Road to Kirk Road Project with the Illinois Department of Transportation.**

Recommended Action:

Staff recommends for the City Services Committee to approve the following:

- Staff recommends approving the IDOT Local Agency Agreement for Federal Participation and resolution 16-12-R, in an amount not to exceed \$126,500.00, with the Illinois Department of Transportation, subject the Illinois Department of Transportation's review and approval and actual construction costs.

Cc: File – Wilson Street LAFO

CITY OF BATAVIA, ILLINOIS

RESOLUTION 16-12-R

**AUTHORIZING EXECUTION OF THE LOCAL AGENCY AGREEMENT
FOR FEDERAL PARTICIPATION FOR
THE WILSON STREET LAFO RESURFACING – RADDANT ROAD TO
KIRK ROAD PROJECT WITH THE ILLINOIS
DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Batavia has applied for Local Agency Functional Overlay (LAFO) funds in connection with the Wilson Street – Raddant Road to Kirk Road Resurfacing Project, with said application being in the amount of five hundred six thousand dollars (\$506,000); and

WHEREAS, the City of Batavia will receive 75% Federal Participation of the LAFO grant in the sum of three hundred seventy-nine thousand, five hundred dollars (\$379,500) for use in the construction engineering services and construction of the Wilson Street Resurfacing – Raddant Road to Kirk Road Project; and

WHEREAS, the Federal Participation provides that the cost of said construction engineering services and construction will be divided 75 % (Federal) and 25% (City of Batavia), with the City of Batavia’s 25% share currently estimated to be one hundred twenty six thousand five hundred dollars (\$126,500) broken down into eleven thousand five hundred dollars (\$11,500.00) for construction engineering services and one hundred fifteen thousand dollars (\$115,000) for construction. In the case that the project exceeds this amount, the City will be responsible for the dollar amount above and beyond the project estimate; and

WHEREAS, it is necessary that the City of Batavia demonstrate that sufficient funds have been set aside to cover the City’s local share should the project exceed the project estimate or scope by executing the Local Agency Agreement for Federal Participation with the Illinois Department of Transportation; and

WHEREAS, the estimated sum (as aforesaid) is subject to adjustments based upon the actual construction costs;

CITY OF BATAVIA, ILLINOIS RESOLUTION 16-12-R

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Local Agency Agreement for Federal Participation with the Illinois Department of Transportation attached hereto as Exhibit “1”.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 15th day of February, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 15th day of February, 2016.

Jeffery D. Schielke, Mayor

COUNCIL VOTE:

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzt				
4	Mueller					Stark				
5	Botterman					Thein Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Heidi Wetzel, City Clerk

S:\Eng Shared\CIP\Streets\STR_14_003_Wilson (Raddant to Kirk) LAFO\300 Phase III Construction Engineering Administration\306 Council Agenda Items\16-xxx-R Authorizing Execution of LAFO with IDOT.doc

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Batavia	X			
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	15-00085-00-RS	STU			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-104-16	M-4003(607)				

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

Location

Local Name Wilson Street Route FAU 1441A Length 0.57Mi.
Termini Raddant Road to Kirk Road

Current Jurisdiction LPA TIP Number 09-14-0017 Existing Structure No N/A

Project Description

Work is to include HMA surface removal, resurfacing, curb repairs, sidewalk repairs, manhole frame adjustments, pavement patching, pavement marking and all ancillary and associated items.

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	345,000	(*)	()	115,000	(BAL)	460,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	34,500	(*)	()	11,500	(BAL)	46,000
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 379,500			\$ 126,500		\$ 506,000

*Maximum FHWA (STU) participation 75% not to exceed \$379,500.

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

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

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

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

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

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1- Location Map. Number 2 – LPA Appropriation Resolution
(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

Jeffrey D. Schielke

Name of Official (Print or Type Name)

Mayor

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

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6005785 conducting business as a Governmental Entity.

DUNS Number 010242543

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

CITY OF BATAVIA

Date: February 4, 2016
To: Committee of the Whole - CS – February 9, 2016
From: Timothy Grimm, P.E. – Civil Engineer
Engineering Department
Re: **Wilson Street (LAFO) Resurfacing – Raddant Road to Kirk Road
Construction Engineering Services Agreement**

- **Resolution 16-13-R - Authorizing execution of the Construction Engineering Services Agreement for Federal Participation for the Wilson Street LAFO Resurfacing – Raddant Road to Kirk Road with AECOM.**

The City of Batavia received Local Agency Functional Overlay (LAFO) Federal funding through Kane-Kendall Council of Mayors (KKCOM) for the resurfacing of Wilson Street, between Raddant Road to Kirk Road. This project will include pavement resurfacing, pavement patching, intermittent curb replacement, structure adjustments, sidewalk replacement, and ADA curb ramp replacement. This project will be included in the April 22, 2016 Illinois Department of Transportation letting, with construction to start in early July and be completed by the middle of August 2016. This roadway will remain open with temporary daily lane closures on an intermittent basis for the duration of construction.

Due to the construction documentation and material testing required utilizing LAFO funding, staff included construction engineering inspection as part of the original funding application. The total LAFO funding approved for this project is \$379,500 and the City's participation is \$126,500, which includes construction engineering services.

Following the Illinois Department of Transportation requirements for LAFO funding, staff selected AECOM to submit a request for proposal for the Construction Engineering Services required. AECOM has a significant amount of construction engineering projects working on Federally funded projects in Kane and Dupage Counties, including several LAFO Resurfacing projects. Upon staff review of the project team qualifications and reference checks, staff negotiated a preliminary contract with AECOM in the amount of \$42,909.37. IDOT reviewed the negotiated hours and cost and concurred with our preliminary cost estimate for Construction Engineering. At this time, Staff recommends approving the IDOT Construction Engineering Services Agreement for Federal Participation for the Wilson Street LAFO Resurfacing project, in an amount not to exceed \$42,909.37, with AECOM subject to the Illinois Department of Transportation's review and approval.

The total estimated project breakdown is as follows:

Construction Estimate - \$460,000.00
Construction Engineering Estimate - \$46,000
Total Estimated Project Cost - \$506,000.00

Total LAFO Funding Participation - \$379,500.00
Total Estimated City Participation - \$126,500.00



We have submitted the plans and specifications to IDOT for final review and are awaiting the final comments. Once we have received this information we will be revising the estimates, if needed, to reflect the final design plans. The Local Agency Agreement for Federal Participation amount will be subject to the Illinois Department of Transportation's review and actual construction costs. The funding source for both construction and construction engineering services is Street Improvements Non-MFT (43-47-6471).

Please find attached:

- Resolution 16-13-R - **Authorizing execution of the Construction Engineering Services Wilson Street LAFO Resurfacing – Raddant Road to Kirk Road with AECOM.**

Recommended Action:

Staff recommends for the City Services Committee to approve the following:

- Staff recommends approving the IDOT Construction Engineering Services Agreement for Federal Participation for the Wilson Street LAFO Resurfacing project and resolution 16-13-R, in an amount not to exceed \$42,909.37, with AECOM subject to the Illinois Department of Transportation's review and approval.

Cc: File – Wilson Street LAFO

CITY OF BATAVIA, ILLINOIS
RESOLUTION 16-13-R

**AUTHORIZING EXECUTION OF
THE CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR
FEDERAL PARTICIPATION FOR THE
WILSON STREET LAFO RESURFACING – RADDANT ROAD TO KIRK
ROAD PROJECT WITH AECOM**

WHEREAS, the City of Batavia has identified the need for a resident engineer for the Wilson Street – Raddant Road to Kirk Road Resurfacing Project; and

WHEREAS, in connection therewith, it is necessary and appropriate to retain construction engineering services for construction purposes; and

WHEREAS, the engineering firm of AECOM has the appropriate expertise and experience necessary to provide the professional engineering services; and

WHEREAS, AECOM has submitted a proposal for said services which is fair and reasonable; and

WHEREAS, the proposed total cost of said engineering services is \$42,909.37, which amount is subject to final adjustments and approval by the Illinois Department of Transportation; and

WHEREAS, it is necessary for the City to authorize the services prior to the time of the final adjustments and approval by the Illinois Department of Transportation; and

WHEREAS, the Federal Participation provides that the cost of said construction engineering services will be divided 75% (Federal) and 25% (City of Batavia), as long as the project does not exceed the project estimate or scope. In the case that the project exceeds this amount, the City will be responsible for the dollar amount above and beyond the project estimate;

WHEREAS, it is necessary for the City to authorize the services prior to the time of the final adjustments and approval by the Illinois Department of Transportation; and

WHEREAS, the estimated sum (as aforesaid) is subject to adjustments based upon the actual construction costs;

CITY OF BATAVIA, ILLINOIS RESOLUTION 16-13-R

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Construction Engineering Services Agreement for Federal Participation with AECOM, Chicago, Illinois, for construction engineering services – with the City of Batavia’s 25% share currently estimated to be \$10,727.35, which amount is subject to final adjustments and approval by the Illinois Department of Transportation. The Construction Engineering Services Agreement for Federal Participation is attached hereto as Exhibit “1”.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 15th day of February, 2016.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 15th day of February, 2016.

Jeffery D. Schielke, Mayor

COUNCIL VOTE:

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O’Brien					Fischer				
2	Callahan					Wolff				
3	Hohmann					Chanzit				
4	Mueller					Stark				
5	Botterman					Theelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Heidi Wetzell, City Clerk

Local Agency City of Batavia	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant AECOM Technical Services, Inc.
County Kane				Address 100 S. Wacker Drive Suite 500
Section 15-00085-00-RS				City Chicago
Project No. M-4003(607)				State Illinois
Job No. C-91-104-16				Zip Code 60606
Contact Name/Phone/E-mail Address Rahat Bari (630) 454-2760 rbari@cityofbatavia.net	Contact Name/Phone/E-mail Address David Nissen/312-577-6486 david.nissen@aecom.com			

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

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

Project Description

Name Wilson Street LAFO Route FAU 1441 Length 0.62 mi. Structure No. N/A

Termini Raddant Road to Kirk Road

Description: Work is to include hot-mix asphalt removal, resurfacing, curb repairs, sidewalk repairs, manhole frame adjustments, pavement patching, and pavement marking.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

- a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
- b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
- c. For soils, to obtain samples and perform testing as noted below.
- d. For aggregates, to obtain samples and perform testing as noted below.

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

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

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

II. THE LA AGREES,

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

Cost Plus Fixed Fee
Formulas

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

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

III. It is Mutually Agreed,

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

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

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

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

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

Exhibit A - Construction Engineering

Route: F.A.U. 1441
 Local City of Batavia
 (Municipality/Township/County)
 Section: 15-00085-00-RS
 Project: M-4003(607)
 Job No.: C-91-104-16

*Firm's approved rates on file with
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 149.10 %
 Complexity Factor (R) 0.00
 Calendar Days 65

Cost Plus Fixed Fee Methods of Compensation:
 Fixed Fee 1 14.5%[(DL + R(DL) + OH(DL) + IHDC)]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Pre Construction									
	Project Manager	2	\$67.68	\$135.36	\$201.82			\$48.49	\$386.07
	Const. Engr	16	\$48.88	\$782.08	\$1,166.08		\$65.00	\$291.91	\$2,305.07
Construction									
	Project Manager	5	\$67.68	\$338.40	\$504.55			\$122.23	\$965.18
	Const. Engr	180	\$48.88	\$8,798.40	\$13,118.41		\$1300.00	\$3,366.44	\$26,583.25
	Jr. Technician	55	\$26.79	\$1,473.45	\$2,196.91		\$390.00	\$588.75	\$4,649.11
Post Construction									
	Project Manager	4	\$67.68	\$270.72	\$403.64			\$97.98	\$772.14
	Const. Engr	24	\$48.88	\$1,173.12	\$1,749.12		\$65.00	\$433.15	\$3,420.39
	Jr. Technician	4	\$26.79	\$107.16	\$159.78			\$38.71	\$305.65
QA Testing	See Proposal					\$3,522.51			\$3,522.51
Totals		290.00		\$13,078.69	\$19,500.31	\$3,522.51	\$1,820.00	\$4,987.86	\$42,909.37

CITY OF BATAVIA

DATE: February 5, 2016
TO: Committee of the Whole
FROM: Chris Aiston, Economic Development Consultant
SUBJECT: Resurrecting the Digital Community Message Ground Sign Initiative and Proposed Kane County Riverboat Grant Application for Funds to Assist in Paying Sign Production and Installation

BACKGROUND – The Sign.

During the period September, 2008 through January, 2009, the Batavia Library Board presented a proposal to amend the Library's Planned Development conditional use entitlements to allow for a community ground sign with LED panels to be erected in front of its building at the southeast corner of Wilson Street and Batavia Avenue. Although spear-headed by the Batavia Library Board, when presented for City approvals, this initiative received support from City administration and, at the time, was the subject of a proposed intergovernmental agreement between the Library and City.

At the time the sign was proposed in 2008, the City's Comprehensive Plan, adopted in 2007, included a goal set forth as part of the Plan's "Urban Design Elements" placing "a community message sign at the Batavia Public Library". During the City Plan Commission's November-December, 2008 Public Hearing, the Commission acknowledged that a permanent community sign to identify the Library, as well as serving as a practical means to make public notice of community activities and events, is a worthwhile project. Both City staff and the Commission further opined that installing the proposed multi-sided sign at this prominent location would largely negate the need for the numerous temporary community information signs that were regularly spread across the community, appearing unorganized and often rapidly falling into a deteriorated state of repair.

However, records also indicate that during their respective reviews of the proposed sign, the City staff, and both the City Historic Preservation and Plan Commission were concerned about the height and mass of the sign, the use of the LED message panels (3-sided) and other miscellaneous physical characteristics of the monument sign. In response, the Library District submitted a revised design of the sign, depicting a reduction in the sign's height (10'-8" to 9'-7") and overall area (from ~102 SF to ~90 SF), and addressing some of the concerns over operational issues (brightness, hours of operation, etc.).

In the end and in response to the revised design, staff's December 10, 2008 memo to the Plan Commission recommended approval of the requested conditional use amendment with the following stipulations:

1. A modification to the Zoning Regulations Section 10-8-12-3-B to allow the proposed sign, at a height not to exceed eight (8) feet and an overall size not to exceed 75 square feet;
2. No more than two (2) LED panels shall be used;
3. The display brightness shall be regulated by light sensors;
4. The sign shall be turned off at 11:00 pm and shall not be illuminated before 6 am daily;
5. The frequency of message change shall be no more often than once every two minutes; and
6. Final plans for the sign shall be approved by City staff prior to issuance of a building permit

On January 13, 2009, the City's Community Development Committee considered the matter and, after considerable discussion, moved the item to the City Council with a negative recommendation (Aye 1; Nay 4, Absent 2). After which, and prior to a full City Council consideration, the Library Board formally withdrew its request and, at that time, the District considered the matter closed.

Revised Design

If for no other reason, if the sign initiative were to be presently resurrected, the last design before the City's Plan Commission and Community Development Committee must be revised to account for the masonry retaining/seating wall, constructed at the subject intersection as part of the Wilson Street streetscape project. No doubt, there would also be further consideration with respect to potential design revisions concerning dimensional characteristics of the sign (including but not limited to height, overall massing and the possibility of reducing the number of LED panels from three to two, as recommended by City staff and others), as well as its relative luminescence and period of time a digital message must appear on the sign before it is replaced with another message. Finally, as the design undergoes any additional revisions, original material and construction cost estimates will change as well.

BACKGROUND – Project Funding Sources.

In proposing the community sign in 2008, Library Executive Director, George Scheetz estimated the total cost to construct this sign, per its original design, was \$150,000. At the time, Director Scheetz also presented a comprehensive list of funding sources, including a grant award from the State, and donations from both private sources and certain commitments to providing funding from the Library Board, City Administration, the Batavia School District and the Batavia Park District. A TIF grant was also contemplated at that time, though no grant agreement between the City and Library was ever executed for this project. In total, however, all funding sources taken together exceeded the \$150,000 estimated costs.

After the Library Board withdrew its request for the conditional use amendment, the aforementioned State grant funds were re-allocated to interior improvements within the Library building (in the face of the "use or lose" provisions), and other funding commitments have presumably expired or otherwise passed this project by. However, there is reason that staff can muster the necessary support from elements of the community to bring this matter again before the City and find funding sources to erect a digital community sign at this prominent intersection in the City's central business district. As the City's representative on the Main Street Board of Directors, I can state without hesitation that there is a strong consensus on the Board that the 2008 sign initiative was a lost opportunity and something that should again be pursued.

Kane County Riverboat Grant Application (Economic Development)

After discussing this project with Scott Berger, Director, Kane County Office of Community Reinvestment and determining that it is eligible for grant funds through the County's Grand Victoria Riverboat Grant Program (Economic Development), staff believes that the City should pursue funding for the project by submitting an application for grant funds through this program. In a release dated January 26th, the County announced that grant applications are available on-line, with a March 1st application submittal deadline.

RECOMMENDATION

Staff recommends that the Committee of the Whole move the question to City Council with a recommendation to authorize the staff to submit the a grant application to the Kane County Grand Victoria Riverboat Grant Program, while at the same time, make a determination as to the appropriate amount of funds to be committed toward this project as a local match.

CITY OF BATAVIA

DATE: February 5, 2016
TO: Mayor & City Council
FROM: Bill McGrath, City Administrator
SUBJECT: Communications position

We have discussed a communications position for the last two years, and had actually funded it for 2015, though it ultimately was not filled. We removed \$50,000 in the Draft Budget with the idea that it could be passed upon by the Council with the next Administrator. This memo is to request a reconsideration of that decision and to search for a person to fill the position.

Every year seems to bring an incredible increase in the amount and types of communications with the City. People have the need for, and demand that government get them information and respond to questions and daily events.

Like many other cities, the evolution of certain services follows patterns and the extent of centralization and decentralization ebbs and flows. For the past several years Batavia has had a decentralized communications system. "Editors" from different departments are responsible for the web presence of items as well as production of content for Neighbors magazine, but there is no one particular person who has the time, skills or ownership as a final editor, theme creator, or manager of our "brand" as developed by us and/or understood by the public.

The new website has so much capability yet requires oversight. Howard Chason has done a terrific job but is now estimating that 15% -25% of his time is spent on the site and attendant issues, including training, editing, trouble shooting. While the site is now linked to Facebook and Twitter, those media need to be attended to individually as well. Neighbors could use a more active presence with its publisher, for example, to develop themes and to program items that should be there but just as brief items with links to the free space on the website.

Lastly, as effective government requires consistent, responsive communication, it is incumbent upon us to have someone who can draft press releases based upon significant events whether they are brief synopses of events at public meetings, significant developments in construction projects,, references to resources in cases of events which do not reach the level of emergency, and of course emergencies themselves.

I think a position of this sort is necessary and filling it as soon as possible would take a task from the plate of the new administrator. This is not a policy position either so hiring now would not compromise the new administrator's administration plans.

This matter will be on the February 9, 2016 agenda for discussion. We would appreciate your thoughts and insights. Thank you

C: Department Heads