CITY OF BATAVIA

100 N. Island Avenue, Batavia, IL 60510

630-454-2000 http://www.cityofbatavia.net

PUBLIC UTILITIES COMMITTEE AGENDA

Tuesday, March 26, 2013

8:00 p.m. Council Chamber 1st Floor

1. Roll Call

2. Approval Of Minutes For March 12, 2013

   Documents: PUBLIC UTILITIES MARCH 12 2013 MINUTES.PDF

3. Presentation: Update On Task Order #1 Related To Sanitary Sewer Collection System, RJN Group, Inc.

4. Resolution 13-48-R Approving Task Order #3 With RJN Group, Inc. For Flow Monitoring And Analysis Of The Colonial Village Sewer Basin For An Amount Not-To-Exceed $31,895 (John Dillon 3/14/13)

   Documents: RESOLUTION 13-48-R APPROVAL OF TASK ORDER 3 WITH RJN GROUP.PDF

5. Resolution 13-47-R Approving Cross Connection Control Service Contract With Aqua Backflow, Inc. For An Annual Fee Of $360.00 (John Dillon 3/12/13)

   Documents: RESOLUTION 13-47-R CROSSCONNECTION CONTROL.PDF

6. Resolution 13-30-R Authorizing Execution Of Easement Agreement And Grant Of Easement For 125 W. Wilson (Mustafa Kahvedzic, 2/13/13)

   Documents: RESOLUTION 13-30-R AUTHORIZING EXECUTION OF EASEMENT AGREEMENT FOR 125 W WILSON.PDF

7. Resolution 13-50-R Authorizing Change Order #1, Installation Of Control Cable, To The Cherry Park Substation Project In The Amount Of $57,000.00 (Steve Allen 3/21/13)

   Documents: RES 13-50-R AUTHORIZING CHANGER ORDER 1, INSTALLATION OF CONTROL CABLE, TO THE CHERRY PARK SUBSTATION PROJECT.PDF

8. Resolution 13-51-R Award Cherry Park Equipment Commissioning To L&S Electric For An Amount Not-To-Exceed $25,650.00 (Steve Allen 3/21/13)

   Documents: RESOLUTION 13-51-R AUTHORIZING AGREEMENT WITH LS ELECTRIC FOR CHERRY PARK EQUIPMENT COMISSIONING.PDF

9. Resolution 13-43-R Authorizing Task Order #1 With GS4 To Provide Engineering Services Related To Fiber Optic Infrastructure For The Not-To-Exceed Amount Of $18,682.08 (Bob Rogde 3/21/13)

   Documents: RESOLUTION 13-43-R G4S TECHNOLOGY LLC WO 12-001.PDF

10. Resolution 13-44-R Authorizing Task Order #2 With GS4 To Provide Engineering And

Construction Services Related To Fiber Optic Infrastructure For The Not-To-Exceed Amount Of $28,933.63 (Bob Rogde 3/21/13)

Documents: RESOLUTION 13-44-R G4S TECHNOLOGY LLC WO 12-002.PDF

11. Resolution 13-52-R Authorizing Professional Services Agreement With Morrill And Associates, P.C. For An Amount Not-To-Exceed $50,000.00 (Gary Holm 3/22/13)

    Documents: RESOLUTION 13-52-R AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH MORRILL AND ASSOC.PDF

12. Other

13. Matters From The Public

14. Adjournment

MINUTES
March 12, 2013
Public Utilities Committee
City of Batavia

PLEASE NOTE: These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. Minutes are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. Any references to discussion and/or statements are only to provide greater clarity to the public and they may not reference all, some, or any of an individual speaker's comments.

Chairman Frydendall called the meeting to order at 8:22 p.m.

1. Roll Call

Members Present:	**Aldermen Brown, Clark, Frydendall, Jungels, O'Brien, Volk, and Wolff**
Also Present:	**Aldermen Stark, Tenuta, and Thelin Atac; Gary Holm, Public Works Director; William McGrath, City Administrator; Bob Rogde, Electric Superintendent; Mayor Schielke, and Connie Rizo, Recording Secretary**

2. Approval of Minutes for January 17, 2013

Motion:	To approve the 1/17/13 Public Utilities Committee meeting minutes.
Maker:	Volk
Second:	Jungels
Voice vote:	7 Ayes, 0 Nays, Motion Carried.

3. Discussion – Professional Services Related to the Sale and Distribution of Electricity (Gary Holm 3/7/13)

Bill McGrath advised that the City has been exploring all avenues to shed some of the extra power the City owns through the Prairie State project. McGrath mentioned the City went through the PACE study and went through the steps to see if any other partners (NIMPA and Prairie State project) were interested in buying some of the load. McGrath stated that those attempts were unsuccessful. McGrath explained then the City went out to see if the private market would be interested in some long-term or short-term contracts through the auction, which did not work out either.

McGrath stated that in looking at other scenarios one scenario was whether the City could get authorization to sell the power in the retail sales market. McGrath indicated presently State Statute does not allow the City to sell power on the retail market outside of its borders. McGrath explained when the City takes ownership of the power it can only be sold retail to Batavia's own customers. McGrath mentioned if the City had the ability to change that in some way and perhaps work out some legislation that would be

very beneficial to Batavia. McGrath shared that the City has discussed this with Representative Schmitz and he is supportive of the position of the City of Batavia. McGrath indicated Rep. Schmitz was one of many representatives and opined that there would be no way that Batavia alone could draft legislation and try and get it passed. McGrath expressed that if it was possible to draft the legislation there would be a lot of interest in this legislation and also making sure that it did not infringe on others rights, contract or markets. McGrath mentioned that the only viable way for Batavia to try and move forward with this scenario would be to get some professional services via hiring a law firm (Chicago or Springfield) that works mainly in the energy field. McGrath relayed that at this time the City Staff did not have any law firm to present to the Committee because Staff wanted to discuss this first with the Committee. McGrath stated three firms were recommended to Staff. McGrath commented if the Committee was inclined to hire a law firm then the Staff would get a contract in writing and bring it to the Committee. McGrath shared that the cost for this type of service is significant and would be roughly $75,000 if taken through the entire process. McGrath stated that these situations usually come with the right to cease on a monthly basis. McGrath encouraged Gary Holm to share the information he had because McGrath opined the decisions surrounding this topic could make a significant impact on the economic situation over the next several years. Ald. Thelin Atac inquired what the time frame would be to get the proposed legislation through. McGrath replied it could take an entire season and that there are no guarantees.

Ald. Stark inquired if Batavia was allowed to sell power to other communities would it open the door for others to sell power within Batavia. McGrath stated there would be some navigating through the statutory situation and the City would try to drive legislation that is specifically geared toward Batavia's situation without inviting others to sell power in Batavia. Holm stated it may not be just a Batavia route and could possibly be potentially changing the State Laws regarding the joint action agencies. Holm opined if the joint action agency was allowed to sell at the retail level then Batavia could sell the power through NIMPA. McGrath indicated he was generally talking about selling power to other municipalities or not-for-profits because of the bonds the City has out. Ald. Stark inquired if the City should be concerned about the lobbyists that the energy companies have. Holm stated the City would need to be concerned.

Ald. Volk asked if Batavia was just exploring this option now or whether it had already been discussed at the NIMPA level or with the IMUA. Holm replied the topic has been discussed in the NIMPA meetings. Holm added that this evening it was just Batavia exploring the topic. Ald. Volk inquired if in discussions with NIMPA there was any interest on the part of either Geneva or Rochelle to potentially do the same as what is being proposed by Staff. Chairman Frydendall replied Geneva and Rochelle had no interest. Ald. Volk stated he would like to have an idea on the cost to do this before going much further.

Ald. O'Brien opined if the City would likely just want to take this approach short-term until it is out of the current long position. Ald. Clark stated if the law is changed that would be something different. McGrath opined the way this would be handled would be to minimize the sense of encroachment by those who are not in favor of this. McGrath indicated those who are against this may also come up with ideas to make things workable.

Ald. Stark inquired if this legislation were to go through would Batavia be the electric provider to these other communities. McGrath and Holm replied Batavia would not be the one to maintain the poles and wires for those other communities, but rather just provide the electrons.

Holm reviewed with the Committee information about existing conditions and potential retail sales. Holm mentioned that Batavia would likely be targeting municipalities, wastewater agencies, water districts, and other areas where Batavia can work under with the bonds and get into the market in that way. Ald. Brown stated if the other areas were to purchase power from Batavia they would likely want to buy for less than the current market. Ald. O'Brien inquired how Batavia would find these other municipalities or organizations to sell power to. Holm stated he was familiar with the Northern Illinois Municipal Electric Cooperative that would likely provide potential municipalities or other government agencies that could purchase power from Batavia through a bid process. Holm stated another option besides bidding would be to take the direct approach and accomplish the sale of power through intergovernmental agreements. Ald. Clark stated she was encouraged to hear that retail prices were going up, since that has not been expressed in a long time.

Mayor Schielke stated he was at the Executive Board meeting of the Metropolitan Mayor's Caucus yesterday. Mayor Schielke stated these same topics were discussed because 130 municipalities in the region have found it necessary to hire a law firm to represent them in a cooperative discussion of where the future of aggregation is going. Mayor Schielke stated there needs to be a determination of the authority over regulations and rates and whether that is the **I**llinois **C**ommerce **C**ommission or Illinois Power Development Authority. Mayor Schielke stated there is an administrative law judge trying to provide an opinion and the aggregators' fear that the opinion forthcoming would not be in their favor. Mayor Schielke pointed out that now the ICC membership has been totally reappointed by Governor Quinn. Mayor Schielke stated everyone on the board is an advocate for public agencies that are very much involved in this whole process. Mayor Schielke stated the power companies do not have anyone on the ICC presently.

Mayor Schielke stated the other issue is when many of the towns aggregated the initial contract was generally a 13-month contract. Mayor Schielke stated after the 13 months a negotiated new rate would then come into play. Mayor Schielke stated the 13 months has come or is fast approaching for most and no one is willing to give a future rate.

Mayor Schielke opined that those present believed there would be a significant increase by aggregators in Illinois at the end of the year and would likely become a disappearing industry, which would be favorable for Batavia.

McGrath reiterated he could provide more written materials, proposals, and references from other sources for the Committee. McGrath indicated it would be a hardship to have the law firms come to Batavia because they are in Springfield working during session, but could possibly be done via phone.

Ald. Clark inquired if the law firms would take on the work and charge a fee to Batavia for what it has in mind even if the law firm felt it would be unsuccessful. McGrath replied a law firms' reputation means a lot to them. McGrath stated the law firms they have contacted have advised it would not be an easy task. McGrath stated the law firms certainly would not try to foretell outcomes because it is uncertain what might occur in Springfield. McGrath stated knowing the benefits of this approach would make $75,000 seem like a small amount to pay to sell the power Batavia currently has. Ald. Wolff stated it would be good to have this legislation and would potentially make it easier in the future to sell the power outright. McGrath commented he would not proceed forward without a written contract. McGrath encouraged being in close touch with the assistant minority floor leader, Rep. Tim Schmitz, as well as working through other contacts/networks that Mayor Schielke might have.

Ald. Thelin Atac inquired if there were disadvantages other than price to taking the potential approach being discussed this evening. McGrath replied if any organization tried to bust open the entire municipal power market that would likely not be advantageous. McGrath opined he did not envision that occurring, but rather that the legislation would likely just not occur. McGrath reminded the Committee that the amount of power Batavia was talking about selling would be infinitesimal compared to what the power companies deal with. Ald. O'Brien spoke in favor of working with a law firm to change the legislation. Ald. Wolff stated according to what he had heard from Mayor Schielke this evening this was probably the best time to take this approach. Ald. Clark stated she appreciated Staff brainstorming and coming forward with all options.

Chairman Frydendall stated Rep. Mike Fortner was currently the representative for the largest portion of the City of Batavia. Chairman Frydendall encouraged discussing these matters with Rep. Fortner. McGrath indicated the City Staff would speak to Rep. Fortner and Rep. Kay Hatcher. Chairman Frydendall was in favor of the approach provided by Staff on seeking professional services related to the sale and distribution of electricity as well as potentially changing legislation to help Batavia and keeping options open for a possible end user. Ald. Stark agreed with McGrath that $75,000 seemed like a small amount to pay. Ald. Wolff indicated it could have the most potential benefit to Batavia. McGrath expressed that if rate increases were in the future the City would be in a better position to explain it took every other possible approach prior to incepting any rate increase.

McGrath reiterated he would provide more written materials, proposals, and references from other sources for the Committee. Chairman Frydendall was curious if the law firms were in state or out of state. McGrath indicated the law firms were in Illinois with potential contacts outside of Illinois. Chairman Frydendall opined that these situations with power would likely reverse themselves between 2016-2024 and was hopeful it would be closer to 2016.

4. Other

Gary Holm stated there would likely be a special Public Utilities Committee meeting on 3/26/13.

5. Matters From The Public

None.

6. Adjournment

A motion was made by Ald. Volk and seconded by Ald. O'Brien to adjourn the meeting at 9:02 p.m. All were in favor and the motion was carried.

Minutes prepared by
Connie Rizo

CITY OF BATAVIA

DATE: **March 14, 2013**
TO: **Public Utilities Committee**
FROM: **John Dillon**
SUBJECT: **Resolution # 13-48-R Authorizing Task Order #3 with RJN Group, Professional Engineering Services for Flow Monitoring and Analyses of the Colonial Village Sewer Basin**

As part of the 2013 budget, the City continues to invest in sewer infrastructure engineering, repair and rehabilitation. Staff has been working with RJN Group, Wheaton, IL for engineering services associated with the sanitary sewer system. The contract terms between RJN Group and the City were formalized through a Master Services Agreement in 2012. For the 2013 fiscal year staff is working with RJN to develop short-term and long-term goals associated with the sewer collection system. For 2013 these goals include:

1. Provide engineering analyses of 1st St. Pump Station/Interceptor Sewer Diversion structure for condition assessment, operational analysis, and constructability with regards to the potential improvements that can be made to the structure.
2. Task Order #3 - Provide flow monitoring and engineering analyses of the Colonial Village Basin in anticipation of Inflow/Infiltration field work.
3. Provide engineering services, bid documents and project management services in relation to collection system sewer main rehabilitation.

Attached to this memo is RJN Groups proposal for the necessary work and associated costs for Item #2 above, Task Order #3 – Flow Monitoring and Analyses of the Colonial Village Basin with an amount not to exceed $31,895. The 2013 Budget includes $508,500 for all work associated with the sewer collection system. $158,500 of the total budget is carry-over from the Kane County Recovery Bond Loan Program funds. The vast majority of funds will be expensed to the rehabilitation of the sewer pipelines (Item #3 above).

Recommendation: Staff recommends approval of Resolution #13-48-R authorizing execution of Task Order #3 with RJN Group, Wheaton, IL. for Professional Engineering Services for Flow Monitoring and Analyses of the Colonial Village Sewer Basin for an amount not to exceed $31,895.

C. Mayor & City Council
Bill McGrath
Gary Holm
Peggy Colby
Byron Ritchason

CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-48-R

Authorizing Execution of Task Order #3, Professional Engineering Services for Flow Monitoring and Analyses of the Colonial Village Sewer Basin with RJN Group

WHEREAS, the Batavia Sewer Collection System is in need of repair and rehabilitation; and

WHEREAS, the City of Batavia has a Master Services Agreement with RJN Group, Wheaton, Il. for sanitary sewer maintenance engineering services; and

WHEREAS, RJN Group, Wheaton, IL. has submitted a proposal for Professional Engineering Services for Flow Monitoring and Analyses of the Colonial Village Sewer Basin to the City of Batavia, outlined and attached as Task Order #3; and

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

SECTION 1: That the Mayor and City Council hereby authorize the execution of Task Order #3, Professional Engineering Services for Flow Monitoring and Analyses of the Colonial Village Sewer Basin with RJN Group, Wheaton, IL., for an amount not to exceed $31,895.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, on the __ day of _____, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, on the __ day of _____, 2013.

_____
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

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

ATTEST:

_____
Heidi Wetzel, City Clerk

rjngroup
The Choice for Collection System Solutions

March 6, 2013

Mr. John K. Dillon
Water/Sewer Superintendent
City of Batavia
200 North Raddant Road
Batavia, Illinois 60510-2292

SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR FLOW MONITORING AND ANALYSIS OF COLONIAL VILLAGE BASIN – TASK ORDER NO. 3

Dear Mr. Dillon:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Batavia (City) for flow monitoring and related analysis of the City's sanitary sewer system. This proposal is being submitted under the terms of the Master Services Agreement for Professional Services dated August 6, 2012 between RJN and the City.

PROJECT DESCRIPTION

The City has noticed high flows during rain events at their Colonial Village Lift station. In order to begin the process of addressing the sources of inflow and infiltration (I/I), the City has chosen to conduct flow monitoring of the lift station basin to evaluate the various sub-basins and develop a program by prioritizing areas for locating and removing I/I.

After speaking with the City and reviewing the City's sanitary sewer system GIS, RJN has proposed three flow meters to be installed for the City throughout the basin. These meter locations are identified on the attached map. The locations are summarized as follows:

Meter 1 – South Batavia Avenue near Midway Drive (24" dia): Captures flows from the northern two-thirds of the basin including the Harvell Lift Station.

Meter 2 – Towne Avenue east of Millview Drive (24" dia): Captures flows from the northern portion of the basin, a sub-basin of Meter 1.

Meter 3 – Sycamore Lane east of Batavia Avenue (12" dia): Captures flows from the southern portion of the basin, including the Challenge and Gosslein Lift Stations.

In order to correlate flow rates with rainfall, one rain gauge will be installed within the City to capture rainfall. Additional publicly available data from nearby rain gauges will be used to validate and confirm the rainfall data.

The three meters and rain gauge are proposed for a 90-day flow-monitoring period. The sites will be investigated, meters installed, and the meters will be calibrated multiple times during the duration of the project. Meters will be installed on telemetry and RJN will maintain the data link required for remotely uploading the data from the meters. Experienced data analysts will regularly collect, consolidate, process, and perform a cursory review for data continuity and quality throughout the project.

After the flow-monitoring period is complete, the data will be evaluated and finalized for use in developing the I/I analyses. In addition to addressing the results of the flow monitoring, the report will also include recommendations for reducing the excess flow.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is as follows:

1. Provide three flow meter units with dual depth and velocity sensors and one rain gauge for use during the duration of the project.

2. Investigate targeted sites for flow meter and rain gauge installation. Determine the meter sites that are hydraulically suitable for flow monitoring. Prepare Investigation Site Reports for approval by the City.

3. Prepare flow meters and rain gauges for installation. Install three flow meters and one rain gauge at approved locations.

4. During installation, calibrate each flow meter by taking manual depth and velocity measurements and comparing with meter readings.

5. Provide standard traffic control measures (portable signs, cones, and traffic control schematics) at each site in or near a roadway. If a higher level of traffic control is required, City staff will provide traffic control assistance.

6. Prepare the host system for handling the flow and rain gauge data. Review the data at least twice per week during the "settling in" period, once per week thereafter, and report any equipment service needs to the field crews.

7. Calibrate each meter a second time within two weeks of installation. Utilize the calibrations to adjust the data and prepare final data sets.

8. Provide meter maintenance as necessary to keep meters in proper operation for the duration of the monitoring period. Calibrate each meter at least two additional times within the 90-day initial flow-monitoring period.

9. Procure spare and replacement equipment, such as batteries, probes, and desiccants, as needed, to keep meters within operating standards.

10. Perform a final calibration and remove the meters and rain gauge.

11. Process the collected raw data. Analyze the processed data for wet- and dry-weather flow patterns. Create hydrographs for each meter and determine wet-weather peaking factors at standard storm recurrence and durations for each basin.

12. Perform an inflow analysis, a peak infiltration analysis, and look for evidence of downstream control and surcharging for the 90-day period.

13. Prepare and submit three copies of an Inflow and Infiltration (I/I) draft report to the City outlining flow monitoring results and recommendations.

14. Include the following in the I/I report:
    - Details on each meter and rain gauge location;
    - Summary of the flow and rainfall data collected;
    - Conclusions from the flow metering, including evidence of downstream control, hydraulic bottlenecks, and levels of infiltration and inflow (I/I);
    - Adequacy of the existing system to handle existing flows; and
    - Recommendations for reduction of I/I.

15. Incorporate the City's comments and submit up to five copies of the final I/I report to the City. Provide a pdf of the final report and DVD containing flow-monitoring data.

16. Provide project management services for the duration of the project. Attend up to two meetings with City staff.

ITEMS REQUESTED FROM THE CITY

We request the following items from the City:

1. Assistance with traffic control where needed in high traffic locations.

2. Available lift station data during the flow-monitoring period. This includes wet well level logs, pump run times, wet well and pump capacities, force main meter data, and any other applicable data as available from the four lift stations in the service area.

3. Recommend site for locating one rain gauge within or near the basin.

TIME OF PERFORMANCE

The key schedule parameters are as follows:

- The site investigations will begin within two weeks of a notice to proceed and kickoff meeting.
- Temporary flow meters will be installed within three weeks of a notice to proceed.
- The flow-monitoring period will begin when the last meter has been successfully installed and will last 90 days.
- The draft reports will each be submitted to the City within two months of the end of the flow-monitoring period.
- The final reports will each be submitted within three weeks of receipt of City comments on the draft report.

ESTIMATED FEE FOR SERVICES

This scope of services will be invoiced on a time and materials basis per the attached fee schedule for a not to exceed total of $31,895.

It is our pleasure to submit this proposal to the City of Batavia. Please feel free to contact us at (630) 682-4700 x310 if you would like to discuss this proposal in detail. We are looking forward to the opportunity to begin working with the City on this important project.

Sincerely,

RJN Group, Inc.

Michael N. Young, P.E.
Branch Manager

Zachary J. Matyja, P.E.
Client/Project Manager

Enclosures (2)

CITY OF BATAVIA
COLONIAL VILLAGE FLOW METERING

Summary of Engineering Services Fees

LABOR COSTS

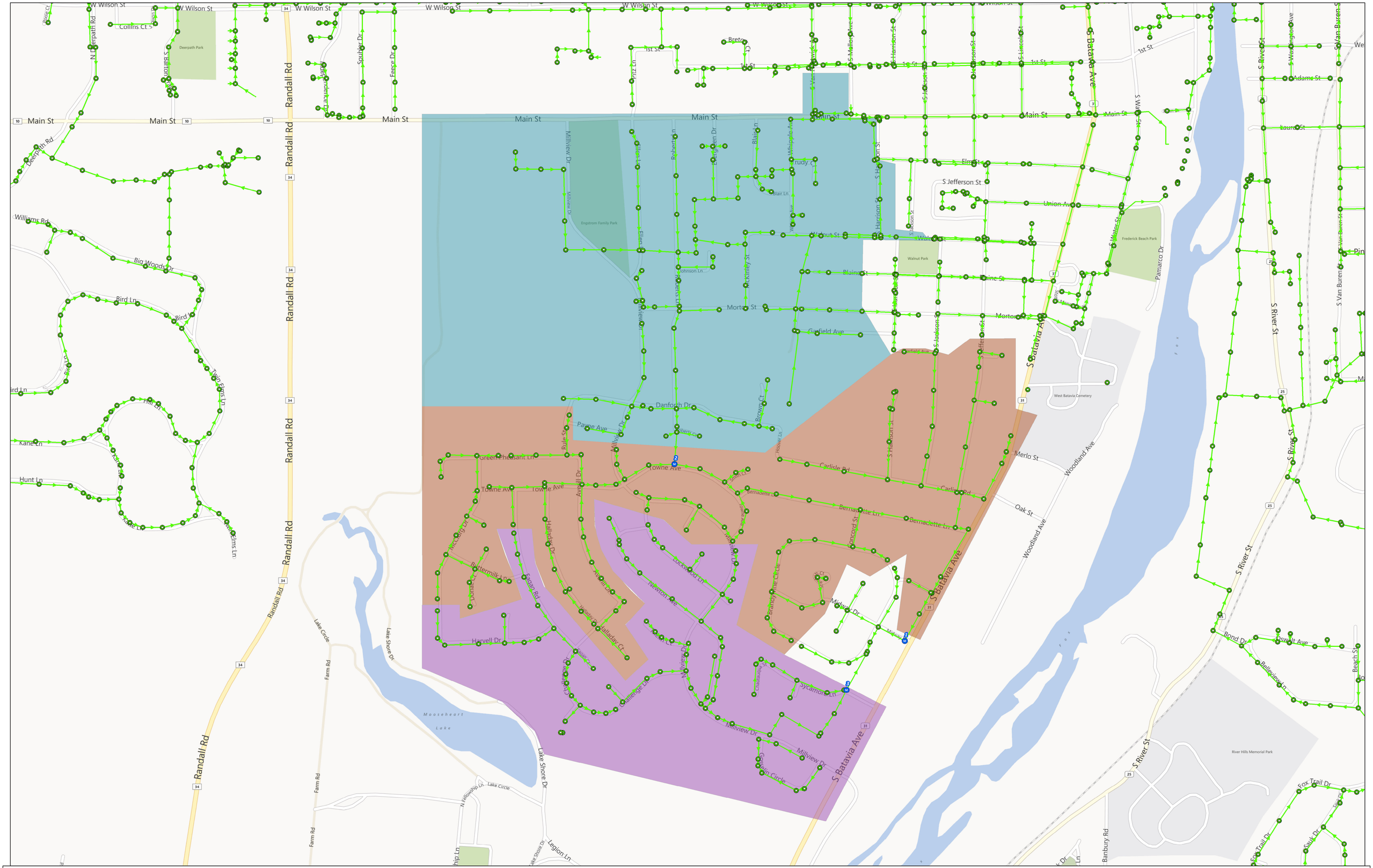
Task No.	Task Description	$ 170 PM	$ 165 QC	$ 135 SPE	$ 110 PE	$ 95 RE	$ 90 GIS	$ 80 EI	$ 65 FT	$ 60 CL	Total Hours	Total Cost
Task 1 - Flow Monitoring												
1001	Flow Meter and Rain Gauge Site Investigations, Preparation, and Installation	2	-	-	4	-	2	11	31	-	50	$ 3,855
1002	Flow Meter and Rain Gauge Calibrations, Maintenance, and Removal	-	-	-	4	-	-	10	56	-	70	$ 4,880
1003	Flow Meter and Rain Gauge Office Management	2	-	2	4	-	-	-	-	-	8	$ 1,050
Task 2 - Data Analysis and Study												
2001	Data Management and Analysis	-	-	-	2	-	-	22	-	2	26	$ 2,100
2002	Inflow and Infiltration Study and Analysis	6	-	-	4	-	2	8	-	-	20	$ 2,280
2003	Compile and Complete Draft Report	6	2	-	6	-	8	24	-	2	48	$ 4,770
2004	Compile Complete Final Report	2	2	-	4	-	2	12	-	2	24	$ 2,370
Task 3 - PROJECT MANAGEMENT												
3001	Project Management	8	-	-	4	-	-	-	-	2	14	$ 1,920
3002	Client Meetings	4	-	-	4	-	-	-	-	-	8	$ 1,120
	Subtotal	**30**	**4**	**2**	**36**	**-**	**14**	**87**	**87**	**8**	**268**	**$ 24,345**

DIRECT EXPENSES

9901	Mileage	$ 200
9902	Printing, Mailing, and Miscellaneous Expenses	$ 150
9903	Rain Gauge Rental Charges ($5 per rain gauge per day)	$ 450
9904	Meter Rental Charges ($25 per meter per day)	$ 6,750
	Subtotal	**$ 7,550**
	TOTAL	**$ 31,895**

Legend

PM	Project Manager
QC	Quality Control Manager
SPE	Senior Professional Engineer
PE	Project Engineer
RE	Resident Engineer
GIS	GIS Technician
EI	Engineer Intern
FT	Field Technician
CL	Clerical



rjngroup
The Choice for Collection System Solutions

Sanitary Manhole
Sanitary Gravity Main

Basin 1 2 3

N W E S

City of Batavia
Review of Critical Line Segments
February 2013

Q:\PROJECTS\11261000 Batavia 2012 Rehab Design\07 Project Data\GIS\Map Documents\Map Documents - Photo\Meter Basins.mxd - Date Printed: 2/28/2013 3:32:13 PM

CITY OF BATAVIA

DATE: **March 12, 2013**
TO: **Public Utilities Committee**
FROM: **John Dillon**
SUBJECT: **APPROVAL OF RESOLUTION 13-47-R,**
Cross Connection Control Service Contract

At the January 17, 2013 Public Utility Committee meeting staff made a presentation regarding the possibility of contracting the administrative functions of the City Water Utility's Cross Connection Control (CCC) program.

While we are fortunate in Batavia that we have an efficient backflow program in place, the need for contract services at this time is related to workload and staffing issues. The Water Utility is in the midst of a multi-year water meter change-out program, which involves scheduling challenges. In addition our staff is spending considerable hours on infrastructure maintenance items and more complex capital improvements related to streetscape and sanitary sewer improvements.

Therefore, with a user fee based model in hand and qualified contractors ready and available to administrate the program, staff is confident the time is right to contract-out the program. The Utility Committee was generally in agreement that the potential benefits of contracting the program outweighed any disadvantages. Staff was directed to develop a contract for this service.

The cross-connection programs are virtually computer programs with complex databases that have to be well synchronized with the City's Utility Billing data. This ensures the annual correspondence is delivered to the right people, in a timely manner. The contractor also needs to be extremely well-versed with plumbing laws regarding cross-connections and municipal government codes for the program to be successful.

During the past year, staff has interviewed three (3) qualified potential contractors that offer this service in northeastern Illinois. Staff has selected Aqua Backflow, Elgin, IL. as the company we would like to work with. Aqua Backflow has shown they have an excellent software program; a team of certified plumbers and a knowledgeable, experienced office staff. Aqua Backflow has also been successful in several other communities including St. Charles and Lombard, IL, both of whom we've talked to.

Aqua Backflow has also agreed to terms of contract which can include firm pricing for up to five-years. The stability of the pricing is a good benefit to our customers who will ultimately be paying for the program through the testing fees. The minimum base fee of $9.95 per test is negotiable, but is the recommended fee while the contract system is being implemented. The fee can be reviewed at a later date if so desired by the City.

The City Council can be assured that Howard Chason and Todd Davis have also been involved in this project and they are confident the City's data will be secure and well preserved. If the City

ever desires to re-institute an in-house program, the data will transfer seamlessly back into the city's database program.

City Attorney Drendel has also reviewed and modified the terms and conditions of the City's contract for this project and has given his approval.

Recommendation: Staff recommends approval of Resolution 13-47-R awarding a contract to Aqua Backflow, Inc., Elgin, IL. to handle administration of the Batavia Cross Connection Control program for an annual fee of $360.00.

C. Bill McGrath
Gary Holm
Peggy Colby
Howard Chason

CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-47-R

Authorizing Execution of Contract, Professional Services for Administration of the Batavia Water Utility Cross Connection Control program with Aqua Backflow, Inc.

WHEREAS, the Batavia Water Utility is in need of contractual services related to the administration of the City's Cross Connection Control program; and

WHEREAS, the City of Batavia has interviewed professional services companies related to the contracting of the professional services tasks associated with the Cross connection Control program; and

WHEREAS, Aqua Backflow Inc., Elgin, IL. has submitted a proposal for Professional Services for administration of the City Cross Connection Control program, outlined and attached which is fair and reasonable and such proposal ought to be accepted; and

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

SECTION 1: That the Mayor and City Council hereby authorize the execution of contract documents, attached hereto as Exhibit 1, associated with the administration of the City's Cross Connection Control Program with Aqua Backflow Inc., Elgin, IL. for an amount not to exceed $365.00.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, on the __ day of _____, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, on the __ day of _____, 2013.

_____
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

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

ATTEST:

_____
Heidi Wetzel, City Clerk

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 20__ by and between the CITY OF BATAVIA, (hereinafter referred to as the "City"), and Aqua Backflow Inc., Elgin, IL., (hereinafter referred to as the "Company), with regard to certain services in connection with the **Batavia Water Utility Cross Connection Control** Project (hereinafter referred to as the "Project".)

NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

2. The Company has made a proposal to the City, dated January 24, 2013, attached hereto and expressly made a part hereof.

3. This contract will constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the City and the Company.

4. The terms and conditions of this agreement will be the sole terms and conditions followed for this Agreement, unless otherwise approved in writing by the City Attorney and attached as an exhibit to this agreement. Any and all terms and conditions contained in Company's Proposal will be superseded by the terms and conditions of this agreement.

5. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.

6. The City does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.

7. Illinois Prevailing Wages: To the extent the proposed contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12, to the extent they are applicable, including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/. Prevailing wage rates are subject to revision monthly.

   Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

If a contractor or subcontractor deems the work is not subject to the Act, the contractor or subcontractor shall then submit to the City, a letter indicating receipt of this notice and their determination that the Act does not apply. If the contractor or subcontractor believes the work is not subject to the Prevailing Wage Act, and it is later determined by the Illinois Department of Labor or a court of competent jurisdiction that prevailing wages should have been paid, the contractor shall indemnify and hold the City harmless therein for all costs and penalties incurred by the City related to the violation, including reasonable attorneys fees incurred by the City to defend such an action.

8. The Company agrees to provide services and the City agrees to pay for the following described items and the management of the program as set forth in the Contract Documents: *Provide labor, software/data input, software maintenance, and management services as necessary to complete cross connection control data management, backflow preventer & tester tracking, and public education for a System-Wide Cross Connection Control Program.* City's costs and specific program details are to be determined by the attached documents.

9. The City will pay the Company for the performance of the Agreement as follows:

   a. The total Agreement payment will not exceed $ $360.00/Annually.

   b. Additions or deductions to the approved total amount for services must be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.

10. The Company shall perform those phases of the Project to which this Agreement applies, and shall give consultation and advice to the City during the performance of the services.

11. The Company shall provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. No insurance may be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

    The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the City, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract

12. The Company shall provide the services as required herein in accordance with the Project Schedule.

13. The Company shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the City.

14. The Company represents and warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.

15. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City not the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. Nothing herein will be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor will it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

    The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs must be outlined in detail in the proposal submitted by the Company. None of the services to be furnished by the Company may be subcontracted, assigned, or transferred to any other party or parties without the written consent if the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company will not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, must be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

16. Company shall indemnify, protect, defend and hold the City and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to the work preformed pursuant to this contract, including all work performed by its employees, agents, sub-contractors and assigns, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of the City, its employees or agents.

17. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.

18. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished hereunder shall be

delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

19. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

20. The City may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided, they are deemed reasonable by the City.

21. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the previsions in the Agreement of fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

    a. Should any of the key personnel identified in the Proposal become unavailable to work on the project, and no permanent substitute personnel reasonably satisfactory to the City is provided by the Company within thirty (30) days, and/or no temporary replacement personnel is provided by the Company immediately following the commencement of the subject Key Personnel's unavailability, the City may, at its election, declare such contract terminated and at an end, reserve the right to maintain and action to recover damages arising due to breach of contract

    b. The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Company, in the event of default by the Company. Default is defined as failure of the Company to perform any of the provisions of this contract of failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the City ay procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

    The Company shall be liable to the City for all excess costs for such similar supplies or service unless evidence is submitted to the City that in the sole opinion of the City clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Company.

c. Upon termination, the Company shall cause to be delivered to the City all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the City. Cost of termination incurred by the Company before the termination date will be reimbursed by the City only, if prior to the effective termination date, the City receives from the Company a list of actions necessary to accomplish termination and the City agrees in writing that those actions be taken. Upon receipt of the termination notice, the Company shall stop all work until said Agreement is reached.

22. The City agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.

23. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City's Contractors, if any.

24. Any notice relating to claims for damages or relating to allegations of default shall be in writing and shall be made by certified or registered mail, postage prepaid, return receipt requested, or reliable overnight courier, to the parties as follows:

If to Company:	Aqua Backflow, Inc. 977 Elizabeth St Elgin, IL. 60120
If to the City:	City of Batavia Attention: City Clerk 100 North Island Avenue Batavia, IL 60510
with copies to:	City of Batavia Attention: Water Superintendent 200 N. Raddant Rd Batavia, IL 60510
and:	City of Batavia Attention: City Attorney 100 North Island Avenue Batavia, IL 60510

25. This Agreement contains the entire agreement between the parties. No other writing, discussion or any other communication about possible terms is to be construed as forming part of the agreement between the parties. Any terms and conditions submitted by the Company as part of its proposal are specifically disavowed and such terms and conditions shall not supersede this Agreement.

26. This Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.

27. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF BATAVIA, an Illinois Municipality,

By: _____
Mayor

Attest:

By: _____
City Clerk

Company,

By: _____
President

Attest:

By: _____
Secretary

Aqua Backflow
Protecting your water supply from contamination
1200 S Pine Island Road, Plantation, FL 33324
8040 Excelsior Drive, Ste 200, Madison, WI 53717
977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax
www.AquaBackflow.com
www.TrackMyBackflow.com

January 24, 2013

Cover Letter

- Cross Connection Control Program Services -

This proposal/information packet is being provided to:

John Dillon
Water & Sewer Superintendent
City of Batavia
200 North Raddant
Batavia, IL 60510
Phone: 630-454-2450
Fax: 630-454-2401
E-Mail: JDillon@cityofbatavia.net

This proposal/information packet is being provided by:

Illinois Office & Mailing Address
Tom Staroske
General Manager
Aqua Backflow, Inc.
977 Elizabeth Street
Elgin, IL 60120
Phone: 847-742-2296
Fax: 847-214-9696
E-Mail: tom@aquabackflow.com

Wisconsin Business Address
Tom Staroske
General Manager
Aqua Backflow, Inc.
8040 Excelsior Drive; Ste 200
Madison, WI 53717
Toll Free: 866-777-2124
Toll Free Fax: 866-777-2125
E-Mail: tom@aquabackflow.com

Florida Business Address
Tom Staroske
General Manager
Aqua Backflow, Inc.
1200 S Pine Island Road
Plantation, FL 33324
Toll Free: 866-777-2124
Toll Free Fax: 866-777-2125
E-Mail: tom@aquabackflow.com

Respectfully Submitted by:

Tom Staroske
(signature)

The information contained within this packet may be proprietary and is true and complete to the best of my knowledge.

1/24/13
(date)

Aqua Backflow is pleased to submit our qualifications and interest in providing professional cross connection control consulting and management services to your community. Our professional services are available to begin immediately upon award of the contract.

Aqua Backflow
Protecting your water supply from contamination
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John Dillon
Water & Sewer Superintendent
City of Batavia
200 North Raddant
Batavia, IL 60510

Dear John Dillon, January 24, 2013

Thank you for the opportunity to provide you with a guide to our professional services. As you will see by the information in this packet, Aqua Backflow has a unique approach to solving a decades old paper-consuming and data entry nightmare.

Just one of the unique features is our Hazard ID system. A tag is sent to each hazard location and is hung on the hazard. The online data entry website is listed on the tag as well as the water hazard and a Hazard ID #. A QR Code is also on the tag for easy scanning and data entry via tablet or smart phone while at the test site. Water purveyor information can be included on the tag as well. The Hazard ID number never changes…Not even if the backflow preventer is replaced!

Please note that our Hazard ID number is not required to enter data through our website. A serial number and building address number can also be used to locate the backflow preventer online.

Each and every program is unique and is set up to the specifications or requests of the water purveyor. We can and will assist with test bids, installation bids, site survey and inspection requests, and more. If you would like surveys and inspections to be included at little to no cost to you, this may also be arranged. Remember too, that all forms and letters are fully customized to you.

Linking to your existing backflow and/or water billing database to ours is included and is not a difficult task for uploading and/or downloading.

In review, Aqua Backflow truly is unique and innovative. Not only will your program be effective, eco-friendly, and low cost, it will also be easy to use for your local testers. We regularly receive testimonials from backflow testers stating that they love the simplicity of our program, love dealing with our courteous staff, and have also noted that they have seen an increase in work since we took over the program.

There is only a $360 annual fee for this program. There is no fee for city-owned backflow preventer online test data input. New installations and/or newly found assemblies are also input at no cost.

Thank you again for your time and consideration. Feel free to contact me if you have any questions.

Sincerely,

Tom Staroske

Tom Staroske
General Manager

Aqua Backflow
Protecting your water supply from contamination
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Web-Based Cross Connection Control Services

City of Batavia, IL

January 24, 2013

Population: 26,300 **Total Water Connections:** 9,250 **Non-Residential Connections:** 850
Total Backflow Preventers: 2,000 **Total Utility-Owned Backflow Preventers:** 12

►***BASE PROGRAM:*** *Add this cost to all options* ..... Purveyor Annual Cost..... $360

A) BASE PROGRAM includes: Notifications, educational material, creation of database, software, maintenance, monthly reports to the water purveyor, and much more! *Also includes:* Tracking all backflow preventers, testers, testing companies, test kits & calibrations, etc. for annual certifications.

SAMPLE OPTIONS
based on the quantities shown above

OPTION #1: Tester funded - *Initial here to accept this option _____for _____ years*
►1-5 year contract *includes 'A' above*
Testers pay ($ 9.95ea) for entering test results online..... Purveyor Annual Cost $0.00

OPTION #2: Utility funded - *Initial here to accept this option _____for _____ years*
►1-5 year contract *includes 'A' above*
Testers pay ($ 0.00ea) for entering test results online..... Purveyor Annual Cost $ 19,900.00

OPTION #3: Utility and Tester funded - *Initial here to accept this option _____for _____ years*
►1-5 year contract *includes 'A' above*
Testers pay ($ 4.95ea) for entering test results online..... Purveyor Annual Cost $ 10,000.00

OPTION #4: Tester funded & revenue generator- *Initial here to accept this option _____for _____ years*
►1-5 year contract *includes 'A' above*
Testers pay ($ 19.95ea) for entering test results online..... Purveyor Annual Cost <$20,000.00>

Any amount can be used as a tester fee. The water purveyor selects the fees to be implemented. Amounts above our minimum cost of $ 9.95 per test can be utilized to help cover other related costs and will be returned via monthly check or direct deposit to the water purveyor to use at its discretion.

Costs and revenues are estimated and are based on the quantity of tests entered each month.

Notes:
* Other than what is noted on this page, there are no start-up, program, registration, tester, or filing fees.
* Newly found, located, or installed backflow preventers do not incur test or data entry fees.
* Purveyor-owned backflow preventers do not incur <u>any</u> data entry filing fees

Aqua Backflow recommends OPTION #1 or #4 *as your annual cost will never change. Please realize that any utility-funded program may see an increase in costs as more backflow preventers are found and are placed into the system.*

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Scope of Services

Program and scope of work:

1) Track all existing as well as newly found and/or installed assemblies
2) Track all testers, tester licensing, certifications, test kits and annual test kit calibrations.
3) Track the testing companies, employees, licensing, and certifications
4) Track the quality and skill level of the testers…verify that they are performing the tests per recommended practices.
5) Send notifications of "test due" to the customer
6) Send notifications of "past due" to the customer
7) Send notifications of "final notice" via registered/certified mail to the customer *(only if approved by the utility as there are additional costs associated with this service…can be funded by increased test entry fee)*
8) If the water purveyor has a cross connection control inspector, we will work with him/her to gain compliance. Installation notices, follow-up notifications, and installation compliance is all included.

- We will attend a start-up meeting with you and create a CCC plan specific to your needs.
- We will train and educate your employees and local CCC assembly testers on the program.
- We will educate the public with mailers, brochures, written newspaper articles, informative websites, answering phones with educated office employees, etc.
- ALL letters, brochures, educational material, etc are fully customized to each water purveyor.
- Educational brochures will be forwarded to water customers as needed. We include a brochure in our initial contact letters with your water customer. The Purveyor will also receive up to 500 additional brochures annually to pass out as it pleases.
- We will receive an electronic database and your loose test reports from you initially and regularly throughout the contract listing all water connections, backflow prevention devices, contact information etc.
- We immediately begin tracking of the existing backflow prevention assemblies. Once testers are approved, they are issued a user name and password. Data is easily entered into our TrackMyBackflow.com website by using the Hazard ID assigned to each device or by serial number and address. *Each hazard is given an ID tag and that tag and # stay with the hazard indefinitely!*
- Our offices are fully staffed from 7am – 5pm Central Time daily. We can be reached via our toll-free phone number, fax, or email at any time during the business day.
- Utility staff will also receive emergency contact information and can reach us 24 hours a day.
- Informational and/or tracking websites maintained by us:

www.TrackMyBackflow.com www.AquaBackflow.com www.BackflowCases.com www.TrackMyFOG.com

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www.TrackMyBackflow.com

Scope of Services

(cont'd)

- Electronic reports will be sent to you at the start of each month. Complete electronic program results as well as a CD get sent to you annually. Reports include: Tests Due, Tests Past Due, New Assemblies Entered, Complete Database, and any other report you may desire from our database. These are generally sent in an Excel spreadsheet format or PDF and can be sent via email, Postal Service, fax, compact disc OR any combination thereof. Reports can be generated for you at any time for property, backflow preventer, or any category you may request.

- Aqua Backflow utilizes a cross connection control software program in which we customize each community's forms, letters, brochures, etc. Information is easily imported and exported using Excel or similar programs. Your community must provide us with regular database updates to keep your water customer's information current in our database. Easy upload/download using Excel and Access.

- The senior staff at Aqua Backflow has been involved with implementation and management of programs for decades.

- At this point, most functions of your program will operate out of our corporate Elgin, IL offices. We are just a few minutes away from you and will hire additional professional, experienced staff in your area as the need arises.

- Aqua Backflow is a "spin-off" of a well-respected 50 year-old mechanical firm, Skirmont Mechanical Contractors. The principle operators of Skirmont Mechanical have been in the business of plumbing and backflow prevention for well over 30 years!

- Our contract is "extendable" and we can also be utilized on an "as-needed" basis for consultations, site surveys, site inspections, program management, etc during or upon completion of our contract.

- Aqua Backflow does not have, nor has it ever had any litigation or been disqualified from any project. We believe that just the opposite is true…we hear constant praise!

- We have included the computer software costs of adding your database into our systems.

- Aqua Backflow cannot be held responsible for tester mistakes, items and/or overlooked water connections during surveys, circumstances beyond our control, etc and does not accept liability or responsibility for any errors or omissions.

- All data received on behalf of the water purveyor or directly from the water purveyor remains the property of the water purveyor. Water and backflow information is kept in the strictest confidence and is not accessible or distributed to anyone without the express written consent of the water purveyor. Upon completion of the contract, all paper and electronic files will be returned to the water purveyor.

1200 S Pine Island Road, Plantation, FL 33324
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977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax
www.AquaBackflow.com
www.TrackMyBackflow.com

References

Village of Lombard
255 E Wilson Avenue
Lombard, IL 60148

Site Inspections, consultations, and online tracking
Includes Fats, Oils, and Grease (FOG) Program

Contact: Angela Podesta
Title: Utilities Superintendent
Phone: 630-620-5740
Email: PodestaA@VillageofLombard.org
Website: http://www.villageoflombard.org/
CCC Link: http://www.villageoflombard.org/index.aspx?NID=1140
FOG Link: http://www.villageoflombard.org/index.aspx?NID=1139
Quantity of Backflow Preventers: 2,200 FOG Devices: 224
Customer Since: 2007

City of Princeton
2 S Main Street
Princeton, IL 61356

Site Inspections, mailed surveys and online tracking

Contact: Mike Eggers, Sr.
Title: Water Superintendent
Phone: 815-879-8066
Email: Mike.Eggers@Princeton-IL.com
Website: http://www.princeton-il.com/
CCC Link:
Quantity of Backflow Preventers: 150
Customer Since: 2008

City of Wauwatosa
7725 W North Avenue
Wauwatosa, WI 53213

Site Inspections and off-line tracking

Contact: Jim Wojcehowicz
Title: Water Superintendent
Phone: 414-479-8965
Email: JWojcehowicz@Wauwatosa.net
Website: http://www.wauwatosa.net/
CCC Link: http://www.wauwatosa.net/index.aspx?NID=791
Quantity of Backflow Preventers: 800
Customer Since: 2009

City of Naperville
1200 W Ogden Avenue
PO Box 3020
Naperville, IL 60563

Site Inspections by City Staff and online tracking

Contact: Woody Boehnke
Title: Water Distribution Manager
Phone: 630-305-5263
Email: BoehnkeW@Naperville.il.us
Website: http://www.naperville.il.us/
CCC Link: http://www.naperville.il.us/ccc.aspx
Quantity of Backflow Preventers: 14,200
Customer Since: 2012

Maxwell Air Force Base & Gunter Annex
400 Cannon Street; Building 1860
Maxwell AFB, AL 36112
Contact: Jeff Hensley
Title: Site Maintenance Supervisor
Phone: 334-558-5066
Email: Jeffrey.Hensley@Maxwell.af.mil
Website: http://www.maxwell.af.mil/
CCC Link:
Quantity of Backflow Preventers: 1,000
Customer Since: 2010

Site Inspections and compliance consultations

Village of La Grange
320 East Avenue
La Grange, IL 60525
Contact: Ryan Gillingham
Title: Director of Public Works
Phone: 708-579-2328
Email: RGillingham@VillageofLagrange.com
Website: http://www.villageoflagrange.com/
CCC Link: http://www.villageoflagrange.com/index.aspx?NID=318
Quantity of Backflow Preventers: 500
Customer Since: 2012

Site Inspections and online tracking

City of Ottawa
828 E Norris Drive
Ottawa, IL 61350
Contact: Bob Rick
Title: Water Department Assistant Superintendent
Phone: 815-434-0025 x10
Email: Water@CityofOttawa.org
Website: http://www.cityofottawa.org/index.htm
CCC Link: http://www.cityofottawa.org/codes/index.htm (Chapter106; Sections 106-211 thru 106-240)
Quantity of Backflow Preventers: 400
Customer Since: 2012

Site Inspections, mailed surveys and online tracking

Fort McCoy – US Army
100 East Headquarters Road
Fort McCoy, WI 54656
Contact: Michael Miller
Title: Public Works Director
Phone: 608-388-6543
Email: Michael.1.Miller1@us.army.mil
Website: http://www.mccoy.army.mil/
CCC Link:
Quantity of Backflow Preventers: 420
Customer Since: 2010

Site Inspections and compliance consultations

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8040 Excelsior Drive, Ste 200, Madison, WI 53717
977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax
www.AquaBackflow.com
www.TrackMyBackflow.com

Village of Oak Park
123 Madison Street
Oak Park, IL 60302
Contact: Brian Jack
Title: Water & Sewer Superintendent
Phone: 708-358-5700
Email: JackB@Oak-Park.us
Website: http://www.oak-park.us/
CCC Link: http://www.oak-park.us/Building_and_Property_Standards/Building_and_Property_Standards.html
Quantity of Backflow Preventers: 750
Customer Since: 2011

Mailed Surveys by City Staff and online tracking

City of North Miami
776 NE 125th Street; 3rd Floor
North Miami, FL 33161
Contact: Aleem Ghany, PE
Title: Director of Public Works
Phone: 305-895-9830 x12247
Email: AGhany@NorthMiamifl.gov
Website: http://www.northmiamifl.gov/
CCC Link: http://library.municode.com/index.aspx?clientId=11358
Quantity of Backflow Preventers: 4,000
Customer Since: 2012

Site Inspections by City Staff and online tracking

City of Brookfield
19700 Riverview Drive
Brookfield, WI 53005
Contact: Mark Simon
Title: Water Utility Superintendent
Phone: 262-796-6717
Email: Simon@ci.Brookfield.wi.us
Website: http://www.ci.brookfield.wi.us/
CCC Link: http://www.codepublishing.com/wi/brookfield/ (Section 13.12.030)
Quantity of Backflow Preventers: 1,000
Customer Since: 2012

Site Inspections, staff training and off-line tracking

Dept of the Air Force, Randolph AFB
902nd Contracting Squadron
395 B Street West, Ste 2
Universal City, TX 78150
Contact: Clifton Young
Title: Base Backflow & Refrigerant Manager
Phone: 386-418-6140
Email: clifton.young@us.af.mil
Quantity of Backflow Preventers: 500
Customer Since: 2012

600 Site inspections and compliance consultations
* Complete program start-up, new software training, data input into the Department of Defense laptop, attach digital photos, create hazard and cost analysis, and more. Includes off-site locations.

Some professionals available for your project...

Jack Skirmont – Inspector/Tester/Consultant *(President)*

- B.S. Construction Management.
- Licensed Plumber for over 16 years. Grew up in a family plumbing business.
- Cross Connection Control Device Inspector (CCCDI) for over 11 years.
- Involved in plumbing and backflow prevention for entire life. Current president of Skirmont Mechanical which was founded in 1962.
- Took over Skirmont Mechanical in 1996 as president. President of Aqua Backflow since 2005.
- Oversee operation of Skirmont Mechanical and Aqua Backflow.
- Continuing education classes.
- Certified in cross connection control testing, certifications, & installations; University of Florida TREEO Center certified for site surveys & inspections, cross connection control ordinance & organization, and program management. Has been consulting on plumbing systems and been performing site inspections for decades.

Tom Staroske – Inspector/Tester/Consultatnt *(General Manager)* ..... *will be running your program!*

- Business Management, Mathematics, and HVAC college credits.
- Involved in plumbing and backflow prevention for entire life. Grew up in a family plumbing business.
- Licensed plumber for over 30 years. Father is a State of Illinois Plumbing Inspector for over 19 years.
- Certified for installations & repairs for Burnham, Weil McLain, Hydro Pulse, etc steam and hot water boilers.
- Licensed Cross Connection Control Device Inspector (CCCDI) for over 22 years.
- Managed office and field personnel in backflow inspections, installations, and repairs for well over 20 years.
- Owned and operated a successful plumbing and backflow prevention company until bought out by a competitor.
- Manager for successful mechanical contractor's backflow prevention program as well as General Manager of Aqua Backflow. Helped design and implement new Cross Connection Control (CCC) programs and implement new tracking software. Currently oversee databases of cross connection control programs with well over 200,000 water connections containing literally tens of thousands of backflow prevention assemblies and devices.
- Graduate – University of Wisconsin – School of Engineering – Cross Connection Control Surveying.
- Graduate – Illinois Environmental Protection Agency (IEPA) Cross Connection Control tester, installer and tech.
- Graduate - Disney Institute of Management Training.
- Graduate - University of Florida - TREEO Center - Cross Connection Control Survey & Inspection; Cross Connection Control Ordinance & Organization; Cross Connection Control Management.
- Sub-chairman in Illinois Section AWWA Backflow Committee. Chairman of the "blog" backflow Q & A division. Member of 12 local AWWA Chapters scattered throughout the United States.
- Member in good standing of the University of Southern California (USC) Foundation for Cross Connection Control and Hydraulic research.
- Certified as an OSHA "Competent Person" for confined spaces.
- Texas Commission on Environmental Quality (TCEQ) licensed Customer Service Inspector (CSI) and Backflow Prevention Assembly Tester (BPAT)
- Has been consulting on Cross Connection Control, Plumbing Systems, Fats, Oils, and Grease, and been performing site inspections for decades.

Edgar Villa – Inspector

- Licensed plumber apprentice.
- Graduate – University of Florida – TREEO Center – Cross Connection Control Program Manager, Survey & Inspection.
- HVAC & Boiler Technician for over 9 years.
- Ongoing continued education classes, seminars, and training.

Paul Lippitt– Inspector/Tester/Consultant/Engineer

- 32 years working in the mechanical trades and construction industry.
- Licensed Plumber for over 30 years.
- Cross Connection Control tester for over 20 years.
- Involved in plumbing and backflow prevention for entire life. Grew up in a family plumbing business.
- Fire Systems Engineering, Design, Fabrication, Start-up & Management for over 20 years.
- Plumbing & Fire Systems Plan Review and Code interpretation/application for over 10 years.
- Licensed by the State of Wisconsin as both a Plumbing & Fire Systems Design Engineer.
- Graduate – University of Wisconsin – School of Engineering: Electrical System Design.
- Graduate – University of Wisconsin – School of Engineering: Fire Protection System Design.
- Graduate – Mechanical Contractors Association of America: Project Manager Training.
- Graduate – Midwest Renewable Energy Association: Solar Domestic Hot Water Installations.
- Graduate – Chemetron Fire Systems: Clean Agent Fire Suppression Systems and Fire Alarm, Detection, Control, & Release Systems.
- Graduate – Badger Fire Products: Kitchen Hood and Industrial Dry Chemical Fire Suppression Systems Training.
- Managed a large-scale fire protection firm with up to 50 employees.
- Managed large-scale plumbing projects for many years.
- Owned and operated a successful Fire & Plumbing Consulting firm for over 5 years.
- Ongoing continued education classes, seminars, and training.
- Has been consulting on, designing, engineering, and performing plumbing & fire system inspections for decades

Floyd York, Jr. – Inspector/Tester/Consultant

- Certified backflow prevention tester.
- Over 20 Years experience as a plumber- Master Plumber's License.
- Licensed plumbing contractor in the State of Florida.
- Experience in all phases of plumbing and cross connection control.
- Owned and operated a successful plumbing and cross connection control business until his employment with Aqua Backflow.
- Substitute instructor at the Contractor's Exam School in South Florida.
- Graduate – University of Florida – TREEO Center – Cross Connection Control Survey & Inspection; Cross Connection Control Management.
- Ongoing continued education classes, seminars, and training.

Richard Kontny – Inspector/Tester/Consultant

- Born and raised into a plumbing family
- Family plumbing firm expanded into a full mechanical firm in the 1970s
- Ran many of the firms operations and performed sales, inspections, service, new installations, and consultations
- Licensed Plumber for over 30 years. Licenses held in numerous states
- Master Plumber for over 37 years
- Certified as a Plumber Apprenticeship Instructor
- Has held a cross connection control certification for several years
- HVAC & Boiler Technician for over 30 years and certified by numerous manufacturers.
- Ongoing continued education classes, seminars, and training.
- Consults and inspects numerous plumbing, heating and cross connection control situations

Dale Vogel - Inspector/Tester

- Licensed plumber for over 21 years.
- Licensed for backflow prevention inspectors, installations, and repairs (CCCDI) for over 12 years.
- Ongoing continued education classes, seminars, and training.

Manfred (Fred) Staroske – State of Illinois Plumbing Inspector, CCC Site Inspector, Consultant

- Attended Trade School in Germany to become a plumber before immigrating to the USA in 1957.
- Union training and apprenticeship for 5 years before becoming a licensed plumber
- Became a Plumbing Foreman and was so for over 10 years until starting his own Plumbing & Heating company
- Ran a successful plumbing company for well over 20 years
- HVAC & Boiler Technician for over 30 years and certified by numerous manufacturers.
- Became licensed as a Cross Connection Control Inspector. Tester, and Repair Technician roughly 25 years ago
- Certified for over 18 years as a Licensed Plumbing Inspector
- Has been a State of Illinois Plumbing Inspector for over 18 years.
- Has received training in and holds a Certificate of Ethics
- Provides training to Plumbers & Plumbing Inspectors approximately 8 times per year.
- Administers testing services to plumbing inspectors for them to become certified
- Attends approximately 20 – 40 hours annually of continued education classes
- Is asked to consult on numerous projects including federal, state, county, and local.

Leslie Craig – Data Input, phones, customer service, etc. *(Office Manager)*

- Worked in a local municipality under the finance director for over 5 years.
- Has held administrative positions in which her responsibilities were to several senior managers; she is adept at multi-tasking and able to provide customer service to multiple organizations without loss of quality.
- US Navy diesel mechanic…very experienced and knowledgeable with "hands-on" mechanical operations.
- Assists in correspondence, coordination, and scheduling of site inspections as well as performing data input duties
- Oversees all office operations and also assists water purveyors by providing any requested information or reports

Joyce Anderson - Data input, mailings, letters, compliance, phones, invoicing, etc. *(Customer Service)*

- Has been office manager and in charge of customer service and dispatch for several mechanical contractors
- Former assistant computer lab instructor for Illinois School District U46.
- Currently inputs tester license information, testing equipment, and backflow preventer tracking.
- Assists in correspondence, coordination, and scheduling of site inspections as well as performing data input duties.
- Assists our water purveyors, the customers of our purveyors, and licensed plumbers/testers with any questions
- Cross connection control software and assistant program management for over 4 years.

Pam Swan- Receptionist, phones, etc.

- Has over 10 years experience of involvement in backflow prevention tracking and related programs.
- Has held numerous office managerial and dispatch positions with several mechanical firms.

Diane Sirotzke – Data Input, phones, mailings, organization, customer service, etc. *(Administrative Assistant)*

- Has been in the Customer Service industry for over 12 years
- Has held administrative positions in which her responsibilities were to several senior managers.
- Worked as an Office Manager for an extremely large plumbing firm until the economic downturn
- Has been in charge of Human Resources, Payroll, Phone Services, Customer Service, and Dispatch
- Oversees operations to promote an efficient use of time and resources
- Assists in correspondence, coordination, and scheduling of site inspections as well as performing data input duties

CITY OF BATAVIA

DATE: February 13, 2013
TO: Public Utilities Committee
FROM: Mustafa Kahvedzic, Project Engineer
SUBJECT: Resolution 13-30-R Authorizing Execution of Easement Agreement and Grant of Easement for125 W. Wilson

Summary:

- Attached is Resolution 13-30-R authorizing the Mayor to execute the Easement Agreement Grant of Easement for 125 W. Wilson. This easement area will be utilized for distribution network improvement and enhance electric system reliability for downtown area.

Staff recommendations:

- Recommend Public Utilities Committee and City Council approve Resolution 13-30-R, Authorizing Execution of Easement Agreement and Grant of Easement for125 W. Wilson.

Attachments:
1. Resolution 13-30-R
2. Exhibit 1

CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-30-R

AUTHORIZING EXECUTION OF EASEMENT AGREEMENT AND GRANT OF EASEMENT FOR 125 W. WILSON

WHEREAS, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power and resells same to its citizens; and

WHEREAS, in connection therewith, it is necessary and appropriate to make improvements to upgrade and to improve the electric system; and

WHEREAS, the City of Batavia has negotiated permanent easements from the owner of the property which said project is to be constructed, pursuant to the terms of easement agreements, attached here to as Exhibit 1; and

WHEREAS, it is in the best interest of the City to enter into such agreements.

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute the easement agreement for 125 W. Wilson attached hereto as Exhibit 1.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

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

ATTEST:

_____

Heidi Wetzel, City Clerk

GRANTOR:
Franchise Realty Investment Trust - IL

PROPERTY ADDRESS:
125 W. Wilson Street
Batavia, IL 60510

P.I.N. 12-22-252-012

Return to:
City Clerk
City of Batavia
100 North Island Avenue
Batavia, Illinois 60510-1930

Orig. Esmt. Books **Above space reserved for the County Recorder**

AGREEMENT FOR A PUBLIC UTILITIES AND DRAINAGE EASEMENT

This Agreement is entered into this _____day of_____, 2013, between Franchise Realty Investment Trust - IL, a Maryland corporation, located at US Legal Department (12-0325), One McDonalds Plaza, Oak Brook, Illinois, 60523, ("Grantor"), and the City of Batavia, an Illinois Municipal Corporation, and home rule unit of government under the constitution and laws of the State of Illinois with offices at 100 North Island Avenue, Batavia, Illinois, 60510-1930,
("Grantee").
[Please leave the above date lines blank. The City Clerk will insert the above date when the City officials sign the Agreement.]

RECITALS

WHEREAS, the Grantor is the owner of the real property identified above and legally described on Exhibit A attached hereto and made part hereof ("Subject Property"), and

WHEREAS, the Grantee is responsible for the acquisition, construction, and maintenance of certain public utilities and drainage systems, as well as obtaining easements across private properties for constructing and maintaining such systems; and

WHEREAS, the Grantee has determined that it is necessary to acquire easement rights across the Subject Property in order to provide and maintain public utilities and drainage facilities; and

WHEREAS, the Grantor has determined to grant to the Grantee a non-exclusive permanent easement on a portion of the Subject Property for the purpose of the installation, maintenance, repair, and replacement of various public utilities, drainage facilities and the distribution of energy, sounds and signals as provided herein.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, the parties agree that:

1. The foregoing Recitals are hereby incorporated herein and made part hereof.

2. The Grantor hereby grants to the Grantee a non-exclusive permanent easement on, over under, across and through the property legally described on Exhibit A and depicted on Exhibit B ("Easement Premises") for public utilities purposes.

3. The Grantor further grants to the Grantee, or any of its agents, contractors, employees, and successors the perpetual right, privilege, and authority to enter upon the Easement Premises, with reasonable notice to the Grantor, either by vehicle or on foot to survey, construct, reconstruct, test, repair, inspect, maintain, renew, and operate the various utilities transmission and distribution systems and equipment, including electrical systems, water, sewer, drainage and stormwater systems together with any and all necessary manholes, ductbanks, main valve vaults hydrants, catch basins, connections, appliances, appurtenances, and other structures located on the Easement Premises now or in the future for the purpose of serving the subject property as well as other property, whether or not contiguous thereto, together with the right of access across the Grantor's property for necessary workers and equipment to do any of the required work, collectively ("Grantees Work").

4. This grant of easement shall be subject to the conditions that:

   a. No permanent structures or buildings shall be constructed or placed by the Grantors on the Easement Premises.

   b. The Easement Premises may be used for gardens, landscaping, and other purposes that do not then or later conflict with the Grantee's uses or rights.

   c. The Grantee shall have the right to trim or remove trees, shrubs, or other vegetation on the Easement Premises that interfere with the operation or use of the public utilities.

5. The Grantee or its designees shall, upon completion of any work authorized by this grant of easement, restore the Easement Premises to the same or better surface condition than that existing prior to beginning of the work.

6. The Grantor hereby releases and waives all rights under the Homestead Exemption laws of the State of Illinois as to this grant of easement.

7. Indemnification. Grantee will hold harmless, indemnify and defend Grantor, its lessees, franchisees, licensees, employees, agents, personal representatives, contractors, successors and assigns, against any and all claims, demands, loss, damage, liabilities, costs, expenses and all suits, liens, causes of actions and judgments (including, but not limited to reasonable attorney's fees) arising out of, or in any way related to, or in connection with, or as a result or consequence of Grantee's Work in and/or use of the Easement Premises or Grantee's acts or omissions under this easement agreement, to the extent of Grantee's willful or negligent exercise of rights and privileges granted by this

easement agreement. The Grantee's obligations in this section shall survive any termination or expiration of this easement agreement.

8. Release. Grantee shall enter upon the Easement Premises and conduct Grantee's Work at its sole risk, cost and expense. Grantee hereby waives and relinquishes any and all claims, demands, loss, damage, liabilities, costs, expenses and all suits, liens, causes of actions and judgments related to the subject matter of this easement agreement now or hereafter arising in Grantee or any of its employees', contractors' or agents' favor occasioned by, directly or indirectly, the conditions of the Grantor's Subject Property and the Easement Premises or any improvements thereon or any other facts or occurrences with respect to Grantee's conduct under this easement agreement, other than willful or negligent acts of Grantor. The Grantee's obligations in this section shall survive any termination or expiration of this easement agreement.

9 This document contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this agreement shall be of no force and effect, and modifications to this agreement shall be in writing and shall be signed by all parties to this agreement.

10 This Agreement for a Public Utilities and Drainage Easement shall constitute a covenant running with the land binding upon the Grantors and any of the Grantors' lessees, transferees, successors in interest, heirs, executors, and administrators.

11. The laws of the State of Illinois shall govern the terms of this agreement both as to interpretation and performance and any action brought to enforce the agreement shall be brought in the 16th Judicial Circuit Court, Kane County, Illinois.

12. This Agreement shall be recorded by the Grantee with the Kane County Recorder.

IN WITNESS WHEREOF, this Agreement is made and executed as of the date and year first written above.

GRANTOR: FRANCHISE REALTY INVESTMENT TRUST – IL, a Maryland corporation

By: _____ Attest: _____
Heather L. Smedstad, Vice President Catherine A. Griffin, Assistant Secretary

State of Illinois)
) ss
County of DuPage)

I, JoAnn M. Carmody, a Notary Public in and for the county and state set forth above, CERTIFY that Heather L. Smedstad as Vice President and Catherine A. Griffin as Assistant Secretary of Franchise Realty Investment Trust – IL, a Maryland corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 4th day of February, 2013.

JoAnn M. Carmody
Notary Public

My commission expires _____.

OFFICIAL SEAL
JOANN M CARMODY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/23/14

GRANTEE: CITY OF BATAVIA

BY:_____
Jeffrey D. Schielke
Mayor

ATTEST BY:_____
Heidi L. Wetzel
City Clerk

State of Illinois)
)ss
County of Kane)

The foregoing instrument was acknowledged before me by Jeffrey D. Schielke, Mayor, and Heidi L. Wetzel, City Clerk, this _____day of _____, 20____.

_____
Notary Public

_____
Print Name

EXHIBIT A

Legal description of the Grantors' property:

That part of the Northeast quarter of Section 22, Township 39 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the Northerly line of Wilson Street with the Westerly line of Island Avenue; thence South 89 Degrees 20 Minutes 00 Seconds West, along the North line of Wilson Street 151.88 feet to an iron pipe and the point of beginning; thence continuing at South 89 Degrees 20 Minutes 00 Seconds West along the North line of Wilson Street, 165.07 feet; thence North 01 Degrees 36 Minutes 00 Seconds West 250.00 feet to an iron pipe; thence continuing at North 01 Degrees 36 Minutes 00 Seconds West 144.62 feet to an iron pipe on the South line of Houston Street; thence North 84 Degrees 19 Minutes 31 Seconds East, along the South line of Houston Street 157.87 feet to an iron pipe; thence South 26 Degrees 32 Minutes 45 Seconds East 32.63 feet to an iron pipe at the Northwest corner of property described in Document Number 1134470 recorded in Book 2508, page 59; thence South 00 Degrees 40 Minutes 00 Seconds East along the West line of said property, 378.99 feet to the point of beginning, in the City of Batavia, Kane County, Illinois.

Address of the Grantors' property:

125 W. Wilson Street
Batavia, IL 60510

Tax parcel number (PIN) of the Grantors' property:

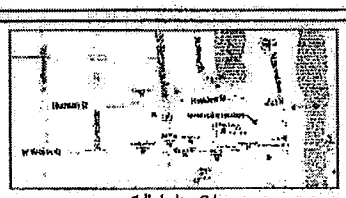
12-22-252-012

Legal description of the Permanent Easement Premises:

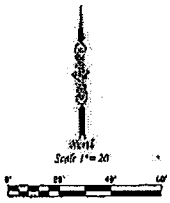
That part of the Northeast Quarter of Section 22, Township 39 North, Range 8, East of the Third Principal Meridian, more particularly described as follows: Commencing at the point of intersection of the Northerly line of Wilson Street with the Westerly line of Island Avenue; thence South 89 Degrees 20 Minutes 00 Seconds West, along the North line of Wilson Street, 316.80 feet to the West line of property as described in Document Number 2011K008424; thence North 01 Degrees 35 Minutes 17 Seconds West, along said West line, 287.35 feet to the Point of Beginning; thence continuing along the last described course, 107.27 feet to the South line of Houston Street; thence North 84 Degrees 22 Minutes 58 Seconds East, along said South line, 10.02 feet; thence South 01 Degrees 35 Minutes 17 Seconds East, 97.93 feet; thence North 87 Degrees 03 Minutes 08 Seconds East, 2.34 feet; thence South 02 Degrees 56 Minutes 52 Seconds East, 2.50 feet; thence North 87 Degrees 03 Minutes 08 Seconds East, 15.22 feet; thence South 19 Degrees 57 Minutes 42 Seconds East, 22.24 feet; thence South 26 Degrees 42 Minutes 32 Seconds East, 24.87 feet; thence South 24 Degrees 11 Minutes 03 Seconds East, 47.36 feet; thence North 89 Degrees 32 Minutes 36 Seconds East, 60.98 feet; thence North 82 Degrees 05 Minutes 36 Seconds East, 39.39 feet; thence North 00 Degrees 39 Minutes 57 Seconds West, 175.08 feet to the Northeast line of property as described in Document Number

Seconds West, 175.08 feet to the Northeast line of property as described in Document Number 2011K008424; thence South 27 Degrees 03 Minutes 59 Seconds East, along said Northeast line, 11.24 feet to the Northwest corner of property as described in Document Number 1134470, said Northwest corner also being on the East line of property as described in Document Number 2011K008424; thence South 00 Degrees 39 Minutes 57 Seconds East, along said east line, 169.41 feet; thence South 82 Degrees 05 Minutes 36 Seconds West, 44.12 feet; thence South 89 Degrees 32 Minutes 36 Seconds East, 59.92 feet; thence South 01 Degrees 07 Minutes 15 Seconds East, 19.19 feet; thence South 88 Degrees 52 Minutes 45 Seconds West, 10.00 feet; thence North 01 Degrees 07 Minutes 15 Seconds West, 31.80 feet; thence North 24 Degrees 11 Minutes 03 Seconds West, 36.86 feet; thence North 26 Degrees 42 Minutes 32 Seconds West, 25.06 feet; thence North 19 Degrees 57 Minutes 42 Seconds West, 18.83 feet; thence South 87 Degrees 03 Minutes 08 Seconds West, 11.52 feet; thence South 02 Degrees 56 Minutes 52 Seconds East, 2.50 feet; thence South 87 Degrees 03 Minutes 08 Seconds West, 12.58 feet to the Point of Beginning, in the City of Batavia, Kane County, Illinois.

Exhibit-B



Vicinity Map
(No Scale)



ABBREVIATION LEGEND

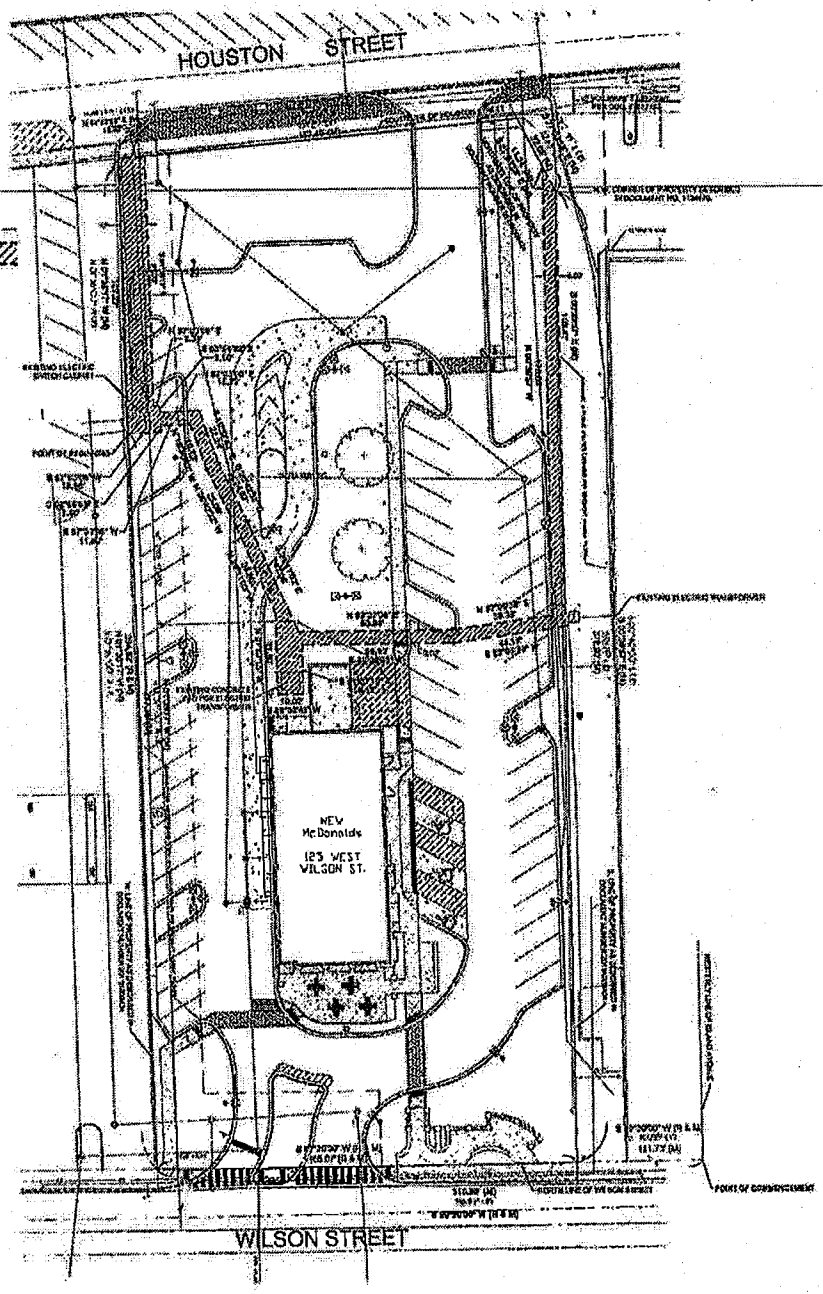
E = EAST
ELY = EASTERLY
(D) = UNMEASURED DISTANCE
N = NORTH
NLY = NORTHERLY
(R) = RECORD DISTANCE
S = SOUTH
SLY = SOUTHERLY
W = WEST
WLY = WESTERLY

LINE TYPE LEGEND

EASEMENT
EXISTING PROPERTY

SYMBOL LEGEND

= CABLE TV PEDESTAL
= CATCH BASIN
= CONCRETE
= ELECTRIC MANHOLE
= ELECTRIC PEDESTAL
= ELECTRIC TRANSFORMER
= ELECTRIC HANDHOLE
= HYDRANT
= SANITARY MANHOLE
= STORM MANHOLE
= TELEPHONE PEDESTAL
= WATER MANHOLE



NOTES:

1) ALL BEARINGS SHOWN (BASIS) ARE BASED ON RECORD BEARINGS PER DOCUMENT NO. 20110100201 (FORMERLY USE OF WILSON STREET BAS A RECORD BEARING OF S 89°26'07" W)

2) A CURRENT TITLE REPORT WAS NOT FURNISHED, THEREFORE, ALL RESTRICTIONS, LOAD DEDICATIONS, ROAD VACATIONS, AND EASEMENTS MAY NOT BE SHOWN.

3) ALL UTILITIES MAY NOT BE SHOWN. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.

4) THIS PROPERTY MAY BE WITHIN THE CORPORATE LIMITS OF THE CITY OF BATAVIA AND AS SUCH IS SUBJECT TO ZONING AND BUILDING RESTRICTIONS.

5) FIELD WORK COMPLETED ON 10-15-2013.

Page 1 of 1

CITY OF BATAVIA DEPARTMENT OF ELECTRIC UTILITIES

CALL J.U.L.I.E. 48 HRS. PRIOR TO CONSTRUCTION

EASEMENT PREMISES @ NEW MCDONALDS
123 W. WILSON STREET, BATAVIA, IL

SITE

Spaceline

PROFESSIONAL DESIGN FIRM NO. 184-001456

Project: 2012-0000-00-(B.L.) DUCT

CITY OF BATAVIA

DATE: March 21, 2013
TO: Public Utilities Committee
FROM: Steven Allen, Senior Project Engineer
SUBJECT: Resolution 13-50-R Authorizing Change Order #1, Installation of Control Cable, to the Cherry Park Substation Project

Summary: The City of Batavia Electric Utility will be rebuilding the Cherry Park substation during the Spring of 2013. With this rebuild control cable is to be installed in the conduits between the new control building and the equipment in the yard.

Background: The subgrade construction and conduit installation was awarded to Michels Power in February. Construction is currently on schedule. Once the conduits are installed control cable must be pulled in to provide the signals between the devices in the yard of the substation and the protective relaying and SCADA in the control building. Since the new building is not in the same location as the existing building all cable must be new runs.

Electric Utility Staff sought quotations for the control cable installation and after review the most acceptable quote was Michels Power of Neenah, WI, which is the current contractor on site. They will pull all of the cable into conduits, and terminate the cable at the equipment in the yard and the panels inside the control building. Michels Power is able to furnish the control cable with lead times shorter and less expensive than our vendors. They are also able to take advantage of already being on site with personnel available to continue working straight through to pull cable after the conduit is installed. Other quotations that were received were unable to meet the construction schedule and were higher in cost.

Staff is recommending that Change Order #1 in the amount not to exceed $57,000 be granted to Michels Power with the terms of the contract approved in Resolution 13-32-R in full force, to provide the material and labor to install and terminate the control cable for the Cherry Park substation rebuilding project. The engineering estimate range of the cost of the cable pulling and termination work is between $65,000 and $95,000. The cost of this work is included in the already approved 2013 budgeted dollars for the Cherry Park project.

Staff recommendations:

- Recommend Public Utilities Committee and City Council approve Resolution 13-50-R Authorizing Change order #1, installation of control cable, to the Cherry Park Substation Project

Attachment:
1. Michels Power Change Order #1

ATTACHMENT #1

MICHELS POWER A DIVISION OF MICHELS CORPORATION

Contract Change Order Request

No. 1

CONTRACTOR: MICHELS POWER
1775 E. Shady Lane
Neenah, WI 54956
Phone: 920.720.5200
FAX: 920.720.5214
ATTN: Andrew Schmitz

OWNER: City of Batavia Electric Municipality

Address: 1401 Larkspur Lane
Batavia, IL

Phone: 1-630-669-5090

FAX: 1-630-454-2351

ATTN: Steve Allen

Owner Project No.: _____

Michels Project No.: 37269

This Effective Date: 3/18/13

DESCRIPTION OF CHANGE ORDER REQUEST

Michels Power is submitting this change order to perform additional scope items of wire pulling and cable terminations for the Cherry Park Subgrade construction. Michels power will furnish and install the following:

2C#10-2000'
7C#14-2000'
4C#8-2000'
4C#10-1000'
4C#14-1000'
62.5UF Mulitmode fiber-1000'
1" Inner Duct-850'
Terminations-600

Michels did not include terminating fiber optic cabling. Michels did not include single runs of "odd" cabling, owner to route and terminate as previously discussed. The multi-conductor wire specified is a non-stock item, lead time for this wire will be 2 weeks. Installation time will be approximately 2 weeks. If any changes occur they will be handled on a T&M basis.

Applicable backup is attached to explain price, scope and/or schedule change.

Approval below will serve as a Notice to Proceed with the above-detailed work.

Change Order Price: $57,000

CONTRACTOR: Michels Power
Authorized Signature: _____
Print Name: Andrew Schmitz
Print Title: Project Manager Date: 3-18-13

OWNER _____
Authorized Signature: _____
Print Name: _____
Print Title: _____ Date: _____

CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-50-R

AUTHORIZING CHANGE ORDER #1, INSTALLATION OF CONTROL CABLE, TO THE CHERRY PARK SUBSTATION PROJECT

WHEREAS, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power and resells same to its citizens; and

WHEREAS, the City of Batavia Municipal Electric Utility will be upgrading the Cherry Park Substation in 2013; and

WHEREAS, the City of Batavia Municipal Electric Utility requires that control cable be installed and terminated at the yard apparatus and in the new control building; and

WHEREAS, it has been determined that Michels Power has submitted a responsible quotation for a Change Order to the existing contract under Resolution 13-32-R and further, that Michels Power has the experience and qualifications necessary to provide the work in a satisfactory and safe manner; and

WHEREAS, it is in the best interests of the City of Batavia that the Change Order #1 from Michels Power be accepted, with the full terms and conditions of the contract approved under Resolution 13-32-R in force; and

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute Change Order #1 with Michels Power for the installation and termination of control cables for the Cherry Park Substation in the amount of $57,000.00 – said Change Order#1 being attached hereto as Exhibit #1.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE: Ayes Nays Absent Abstentions Total holding office: Mayor and 14 aldermen										

ATTEST:

_____

Heidi Wetzel, City Clerk

MICHELS POWER A DIVISION OF MICHELS CORPORATION

Contract Change Order Request

No. 1

CONTRACTOR: MICHELS POWER
1775 E. Shady Lane
Neenah, WI 54956
Phone: 920.720.5200
FAX: 920.720.5214
ATTN: Andrew Schmitz

OWNER: City of Batavia Electric Municipality

Address: 1401 Larkspur Lane
Batavia, IL

Phone: 1-630-669-5090

FAX: 1-630-454-2351

ATTN: Steve Allen

Owner Project No.: _____

Michels Project No.: 37269

This Effective Date: 3/18/13

DESCRIPTION OF CHANGE ORDER REQUEST

Michels Power is submitting this change order to perform additional scope items of wire pulling and cable terminations for the Cherry Park Subgrade construction. Michels power will furnish and install the following:

2C#10-2000'
7C#14-2000'
4C#8-2000'
4C#10-1000'
4C#14-1000'
62.5UF Mulitmode fiber-1000'
1" Inner Duct-850'
Terminations-600

Michels did not include terminating fiber optic cabling. Michels did not include single runs of "odd" cabling, owner to route and terminate as previously discussed. The multi-conductor wire specified is a non-stock item, lead time for this wire will be 2 weeks. Installation time will be approximately 2 weeks. If any changes occur they will be handled on a T&M basis.

Applicable backup is attached to explain price, scope and/or schedule change.

Approval below will serve as a Notice to Proceed with the above-detailed work.

Change Order Price: $57,000

CONTRACTOR: Michels Power
Authorized Signature: _____
Print Name: Andrew Schmitz
Print Title: Project Manager Date: 3-18-13

OWNER _____
Authorized Signature: _____
Print Name: _____
Print Title: _____ Date: _____

CITY OF BATAVIA

DATE: March 21, 2013
TO: Public Utilities Committee
FROM: Steven Allen, Senior Project Engineer
SUBJECT: Resolution 13-51-R Award Cherry park Equipment Commissioning to L&S Electric

Summary: The City of Batavia Electric Utility will be rebuilding the Cherry Park substation during the Spring of 2013. The new equipment in the yard needs to be commissioned for proper operation and any damage caused during shipment.

Background: The new circuit breakers, reclosers, and protective relaying being installed at Cherry Park require commissioning to prove that they are worthy for service prior to energizing for the first time. The commissioning tests will also prove the total operation of the protective systems that operate the substation for faults, failures, and other conditions to protect the equipment from extensive damage.

Electric Utility Staff sought quotations for the commissioning and after review the most acceptable quote was L&S Electric. They will perform testing of all of the outdoor power equipment, calibration of the protective relaying, and proving in of the control circuits. Other quotations that were received were unavailable for the timeframe of the testing window.

Staff is recommending that an Agreement be entered into with L&S Electric in the amount not to exceed $25,625.00 for the commissioning testing of the Cherry Park substation equipment. The engineering estimate range of the cost of the commissioning work was between $22,000 and $42,000. The cost of this work is included in the already approved 2013 budgeted dollars for the Cherry Park project.

Staff recommendations:

- Recommend Public Utilities Committee and City Council approve Resolution 13-51-R Award Cherry Park Equipment Commissioning to L&S Electric

Attachment:
1. L&S Electric Quotation

ATTACHMENT #1

Power Services Division
1730 County Rd XX
Rothschild, WI 54474
U.S. Watts: 800-283-8332
Phone: 715-241-3538
Fax: 715-359-9450
E-Mail: kmueller@lselectric.com
Web: www.lselectric.com

QUOTATION

To:	City of Batavia 200 N Raddant Rd Batavia, IL 60510	Quote No:	71501-KDM-032013
		Terms:	Net 30
		Delivery:	N/A
		F.O.B.	N/A
Attn:	Steve Allen	Freight:	N/A
		Cust No:	1642301
		Prices:	Firm For 90 Days
Subject:	Cherry Park Substation	Date:	March 20, 2013

L&S Electric is pleased to quote the commissioning and testing of the following equipment at the Cherry Park Substation:

- (1) 38KV Reclosure
- (3) 15KV Reclosures
- (4) Schweitzer 651R Relays
- (3) Schweitzer 751A Relays
- (1) Schweitzer 787 Differential Relay
- (1) ABB 1200A 15KV Circuit Breaker

Electrical testing also includes:

- Ratio and polarity checks on all associated CT's for equipment listed above
- Testing of CT and PT control connections against customer drawings

PRICING

Price.....$25,650.00

The above pricing includes all labor, travel, material, expenses and report preparation costs.

Expected time to complete this work is four days.

NOTE: City of Batavia is responsible for relay setting and station power.

Thank you for the opportunity to provide you with this quotation. Should you have any questions, please contact me at 715-432-7763.

Sincerely,

L&S ELECTRIC, INC.

Kurt Mueller
Power Services Technician

clb
cc: 13

CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-51-R

AWARD CHERRY PARK EQUIPMENT COMMISSIONING TO L&S ELECTRIC

WHEREAS, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power and resells same to its citizens; and

WHEREAS, the City of Batavia Municipal Electric Utility will be upgrading the Cherry Park Substation in 2013; and

WHEREAS, the City of Batavia Municipal Electric Utility requires that new equipment be commissioned for proper function; and

WHEREAS, it has been determined that L&S Electric has submitted a responsible quotation for equipment commissioning and further, that L&S Electric has the experience and qualifications necessary to provide the work in a satisfactory and safe manner; and

WHEREAS, it is in the best interests of the City of Batavia that the quotation from L&S Electric be accepted; and

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an Agreement for the Cherry Park Equipment Commissioning with L&S Electric in the amount of $25,650.00 – said Agreement being attached hereto as Exhibit #1.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

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

ATTEST:

_____

Heidi Wetzel, City Clerk

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

City of Batavia – Cherry Park Substation Equipment Commissioning

THIS AGREEMENT, made this 1st day of April 2013 by and between the CITY OF BATAVIA, (hereinafter referred to as the "City"), and L&S Electric., 1730 County Rd XX, Rothschild, WI 54474 (hereinafter referred to as the "Company), with regard to certain services, Attached as Exhibit A, in connection with the City of Batavia Cherry Park Substation Equipment Commissioning____, (hereinafter referred to as the "Project".)

The City and the Company agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

2. The terms and conditions of this agreement shall be the sole terms and conditions, unless otherwise approved in writing.

3. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Services, and/or required by federal, state, and local regulations and laws.

4. The Company shall not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.

5. Illinois Prevailing Wages: To the extent the proposed contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois. Certified payroll shall be timely submitted when applicable as required by law

Any bond furnished shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract. The Contractor and each of his Sub-Contractors shall pay each of its employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

If a contractor or subcontractor deems the work is not subject to the Act, the contractor or subcontractor shall then submit to the City, a letter indicating receipt of this notice and their determination that the Act does not apply. If the contractor or subcontractor believes the work is not subject to the Prevailing Wage Act, and it is later determined by the Illinois Department of Labor or a court of competent jurisdiction that prevailing wages should have been paid, the contractor shall indemnify and hold the City harmless therein for all costs and penalties incurred by the City related to the violation, including reasonable attorneys fees incurred by the City to defend such an action.

6. Freedom of Information Act: Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act. Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

7. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.

8. Company shall indemnify, protect, defend and hold the City and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to the work performed pursuant to this contract, including all work performed by its employees, agents, sub-contractors and assigns, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of the City, its employees or agents.

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

9. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the City a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The City will pay the Company for the performance of the Agreement as follows:
   a. Monthly payments based on actual work satisfactorily completed, less 10% retainage until final completion of the work

   b. The total Agreement payment shall not exceed: Twenty-Five Thousand Six Hundred and Fifty Dollars ($25,650.00)

   c. Additions or deductions to the approved total amount for services shall be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.

   d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois, and approved with the State of Illinois and/or the City of Batavia.

10. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. All insurance will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

    The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the City, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract

11. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

    The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent if the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

12. Any reports, specifications, sketches, drawings or other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

13. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

14. The City may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided, they are deemed reasonable by the City.

15. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the previsions in the Agreement of fails to make delivery within the time stated.

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

Company: Name: L&S Electric
Address: 1730 County Rd XX
Address: Rothschild, WI 54474
Phone: 715-247-538

By: _____ Title: _____
Signature

_____ _____
Print Name Date

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

Power Services Division
1730 County Rd XX
Rothschild, WI 54474
U.S. Watts: 800-283-8332
Phone: 715-241-3538
Fax: 715-359-9450
E-Mail: kmueller@lselectric.com
Web: www.lselectric.com

QUOTATION

To:	City of Batavia 200 N Raddant Rd Batavia, IL 60510	Quote No:	71501-KDM-032013
		Terms:	Net 30
		Delivery:	N/A
		F.O.B.	N/A
Attn:	Steve Allen	Freight:	N/A
		Cust No:	1642301
		Prices:	Firm For 90 Days
Subject:	Cherry Park Substation	Date:	March 20, 2013

L&S Electric is pleased to quote the commissioning and testing of the following equipment at the Cherry Park Substation:

- (1) 38KV Reclosure
- (3) 15KV Reclosures
- (4) Schweitzer 651R Relays
- (3) Schweitzer 751A Relays
- (1) Schweitzer 787 Differential Relay
- (1) ABB 1200A 15KV Circuit Breaker

Electrical testing also includes:

- Ratio and polarity checks on all associated CT's for equipment listed above
- Testing of CT and PT control connections against customer drawings

PRICING

Price.....$25,650.00

The above pricing includes all labor, travel, material, expenses and report preparation costs.

Expected time to complete this work is four days.

NOTE: City of Batavia is responsible for relay setting and station power.

Thank you for the opportunity to provide you with this quotation. Should you have any questions, please contact me at 715-432-7763.

Sincerely,

L&S ELECTRIC, INC.

Kurt Mueller
Power Services Technician

clb
cc: 13

CITY OF BATAVIA

DATE: **March 21, 2013**
TO: **Public Utility Committee**
FROM: **Robert Rogde, Superintendent of Electric**
SUBJECT: **Resolution 13-43-R: Authorizing Work Order #12-001 with GS4 to Provide Engineering Services related to Fiber Optic Infrastructure**

Summary: The City of Batavia Electric Utility has a back log of fiber optic work. Staff feels the most cost effective method for reducing the back log is to augment Staff with a firm familiar with this type of work. In November of 2012, the City entered in to a Master Services Agreement for this type of work. This first work order is to start finishing the construction of our system.

Background: G4S Technology was formally known to us as Adesta. The City of Batavia Electric Utility has worked with G4S previously and G4S has always done very good work for us.

The goals of this Work Order are to increase the capacity of our system in places where we need and to create the operational records required to efficiently maintain the system.

When the fiber optic system was installed, only a portion of the 96 fibers were spliced. We have experienced growth and there are segments of our system where all of the fibers spliced are used. We have some places in our system where we have run out of fibers that are spliced through. We are asking, in Work Order #12-001, for G4S to assist us with getting the remainder of the fibers spliced through where needed. G4s will be required to go through our construction records and investigate what splicing will need to be completed. There can be a few to several splice points that will need to be completed between patch panels. Once we open a splice, we complete the entire cable. We will have our crews perform as much of the splicing as we can to keep everyone proficient. There may be some splicing performed by G4S if needed.

We have good records and drawings from the construction of the system. The records needed to operate the system are lacking. To operate the system we need a record of circuits that are provisioned through the system and what parts are left un-provisioned for future use. These records are similar to "telephone system provisioning records" are not usually part of a construction set of drawings.

Here is a list of questions that are answered but provisioning records and not construction records.

1. What fibers are carrying active circuits in this cable and which are dark?
2. Do we have enough dark fibers to provision a new circuit from Point A to Point B?
3. We need to work on Cable C. Do we have dark fibers in Cable D that would work temporarily while we work on Cable C? Which circuits must be moved?
4. We have a broken fiber 6500 feet from Patch Panel Q. Is the break in a splice or mid-span?

5. Which cables are full and where do we need to reinforce the system?

I hope you can see from these examples how the operational records are different from the construction plans. These operational records are one of the tasks where we would like to draw on G4S's experience to build. We feel the record systems that they have created for other and have used themselves will be replicated here very cost effectively.

We feel the mix of G4S's experience and our crews help will build a strong foundation for system.

Staff recommendation:

- Recommend Public Utilities Committee and City Council approve Resolution 13-43-R to authorize execution of Work Order #12-001 with G4S Technology LLC for a not to exceed amount of $ 18,682.08.

CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-43-R

AUTHORIZING EXECUTION OF WORK ORDER #12-001 WITH G4S TECHNOLOGY LLC

WHEREAS, the City of Batavia owns and operates a fiber optic utility; and

WHEREAS, in connection therewith, it is necessary and appropriate to retain professional engineering services for the preparation of plans to upgrade and improve the fiber optic system; and

WHEREAS, the City of Batavia has executed a Master Services Agreement with G4S Technology LLC for Professional Engineering Services; and

WHEREAS, G4S Technology LLC has the appropriate expertise and experience necessary to provide the professional engineering services for the fiber optic system; and

WHEREAS, Work Order #1 of the Master Services Agreement shall be for the professional engineering services for coordinating splicing and updating as-built records; and

WHEREAS, G4S Technology LLC has the appropriate expertise and experience necessary to provide the professional engineering services for coordinating splicing and updating as-built records and has submitted a proposal for said services which is fair and reasonable; and

WHEREAS, the estimated total cost of said engineering services is $ 18,682.08; and

WHEREAS, funding for said professional engineering services is available in the 2013 City of Batavia Electric Utility budget.

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute a Work Order #12-001 attached hereto as Exhibit 1 for professional services related to expanding and improving the fiber optic system with G4S Technology LLC.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

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

ATTEST:

Heidi Wetzel, City Clerk

G4S Technology, LLC

City of Batavia
Splicing Coordination and As-built Update
System Wide
Work Order 12-001
December 7, 2012

SCOPE OF WORK:
The following quote involves the estimated labor to coordinate the remaining splicing on the Batavia Fiber System and to update the as-built records.

The quote assumes the following:
1. Splicing will be completed by the City of Batavia crews
2. Actual hours will be invoiced based on MSA rates
3. A bond is not included in this quote.

PRICING:

Description	Quantity
Labor and Equipment	$ 18,682.08
Materials	$ -
Not To Exceed Cost	**$ 18,682.08**

ACCEPTANCE:

By: _____

Title: _____

Date: _____

	City of Batavia
Description	As-built and splicing
Location:	System Wide
Work Order	12-001
Date Updated:	12/7/12

Position	Unit	Hourly Rate	Quantity	Cost
Fiber Optic Maintenance and Management				
Project Manager	HR	$ 105.00	8	$ 840.00
Project Superintendent	HR	$ 90.00	4	$ 360.00
Superintendent	HR	$ 85.00	8	$ 680.00
General Foreman	HR	$ 100.00	4	$ 400.00
OSP Inspector	HR	$ 172.56	80	$ 13,804.80
CADD Technician	HR	$ 94.72	24	$ 2,273.28
Pick Up Truck	HR	$ 13.50	24	$ 324.00
	Total Labor and Equipment Cost			$ 18,682.08

	Unit	Quantity	Waste	Total	Unit Rate	Cost
Material and permits						
				-		$ -
				-		$ -
Shipping - 2.5% of Total Material Cost	LS		-	-	$ -	$ -
				Sub Total		$ -
				Sales Tax		$ -
				Material Markup @ 15%		$ -
				Material Total		$ -

Total Cost	**$ 18,682.08**

CITY OF BATAVIA

DATE: **March 21, 2013**
TO: **Public Utility Committee**
FROM: **Robert Rogde, Superintendent of Electric**
SUBJECT: **Resolution 13-44-R: Authorizing Work Order #12-002 with GS4 to Provide Engineering Services related to Fiber Optic Infrastructure**

Summary: The City of Batavia Electric Utility has a back log of fiber optic work. Staff feels the most cost effective method for reducing the back log is to augment Staff with a firm familiar with this type of work. In November of 2012, the City entered in to a Master Services Agreement for this type of work. This second work order is to put the North Kirk Road Water Tower on the fiber optic system. There are also provisions for other uses as we have at the other water towers.

Background: G4S Technology was formally known to us as Adesta. The City of Batavia Electric Utility has work with G4S previously and G4S has always done very good work for us.

In this project we are installing facilities to connect to the fiber optic system. We are installing a vault, a patch panel cabinet, and some conduits for future use. This will enable us to connect the North Kirk Road Water Tower to the fiber optic network. We also have left room for expansion like we have at the other water towers.

GS4's scope of the work:

- Provide labor, equipment, and materials to install a cabinet at the North Kirk Road Water Tower and relocate the existing aerial fiber optic cable to the cabinet.
- The existing slack is coiled on the pole in the southwest corner of the water tower property.
- Three (3) ducts will be placed from the new cabinet to a pole on the southeast corner of the property.
- Relocate aerial slack from the pole to the new cabinet location.
- Pour concrete pad and place the cabinet.
- Place 1 2x3 handhole.
- Place 125 LF of 3-1.25" HDPE from new cabinet to pole along Kirk Road.
- Place FDP (fiber distribution panel) in new cabinet and terminate fibers.
- Create as-built drawings.
- Landscape and restoration.

Staff recommendation:

- Recommend Public Utilities Committee and City Council approve Resolution 13-44-R to authorize execution of Work Order #12-002 with G4S Technology LLC for a not to exceed amount of $ 28,933.63.

CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-44-R

AUTHORIZING EXECUTION OF WORK ORDER #12-002 WITH G4S TECHNOLOGY LLC

WHEREAS, the City of Batavia owns and operates a fiber optic utility; and

WHEREAS, in connection therewith, it is necessary and appropriate to retain professional engineering services for the preparation of plans to upgrade and improve the fiber optic system; and

WHEREAS, the City of Batavia shall execute a Master Services Agreement with G4S Technology LLC for Professional Engineering Services; and

WHEREAS, G4S Technology LLC has the appropriate expertise and experience necessary to provide the professional engineering services for the fiber optic system; and

WHEREAS, Work Order #2 of the Master Services Agreement shall be for the professional engineering services for the North Kirk Road Water Tower Fiber Cabinet; and

WHEREAS, G4S Technology LLC has the appropriate expertise and experience necessary to provide the professional engineering services for the North Kirk Road Water Tower Fiber Cabinet and has submitted a proposal for said services which is fair and reasonable; and

WHEREAS, the estimated total cost of said services is $28,933.63; and

WHEREAS, funding for said professional engineering services is available in the 2013 City of Batavia Electric Utility budget.

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute a Work Order #12-002 attached hereto as Exhibit 1 for professional services related to expanding and improving the fiber optic system with G4S Technology LLC.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

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

ATTEST:

Heidi Wetzel, City Clerk

G4S Technology, LLC

City of Batavia
North Kirk Rd Water Tower Cabinet
North Kirk Rd, North of Douglas Rd
Work Order 12-002
December 14, 2012

SCOPE OF WORK:

The following quote involves the estimated labor, equipment and materials to install a cabinet at the North Kirk Rd Water Tower and relocate existing aerial fiber to the cabinet. The existing slack coil is on the pole at the southwest corner of the water tower. Three (3) ducts will be placed from the new cabinet to a pole on the southeast corner of the water tower. The specific scope is as follows.

- Relocate aerial slack from pole to new cabinet location
- Pour contrete pad and place cabinet
- Place 1 2x3 handhole
- Place 125 LF of 3-1.25" HDPE from new cabinet to pole along kirk Rd
- Place FDP in new cabinet and terminate fibers
- Create as-built drawings
- Landscape and restoration.

The quote assumes the following:

1. G4S will supply all materials
2. All work will be completed during day time hours except splicing which will be during off peak hours.
3. G4S will obtain required permits but Batavia will responsible for pemit fees.
4. Actual hours will be invoiced based on MSA rates
5. A bond is not included in this quote.

PRICING:

Description	Quantity
Labor and Equipment	$ 22,363.16
Materials	$ 6,570.47
Not To Exceed Cost	**$ 28,933.63**

ACCEPTANCE:

By: _____

Title: _____

Date: _____

	City of Batavia
Description	Kirk Rd Water Twr Cabinet
Location:	System Wide
Work Order	12-002
Date Updated:	12/7/12

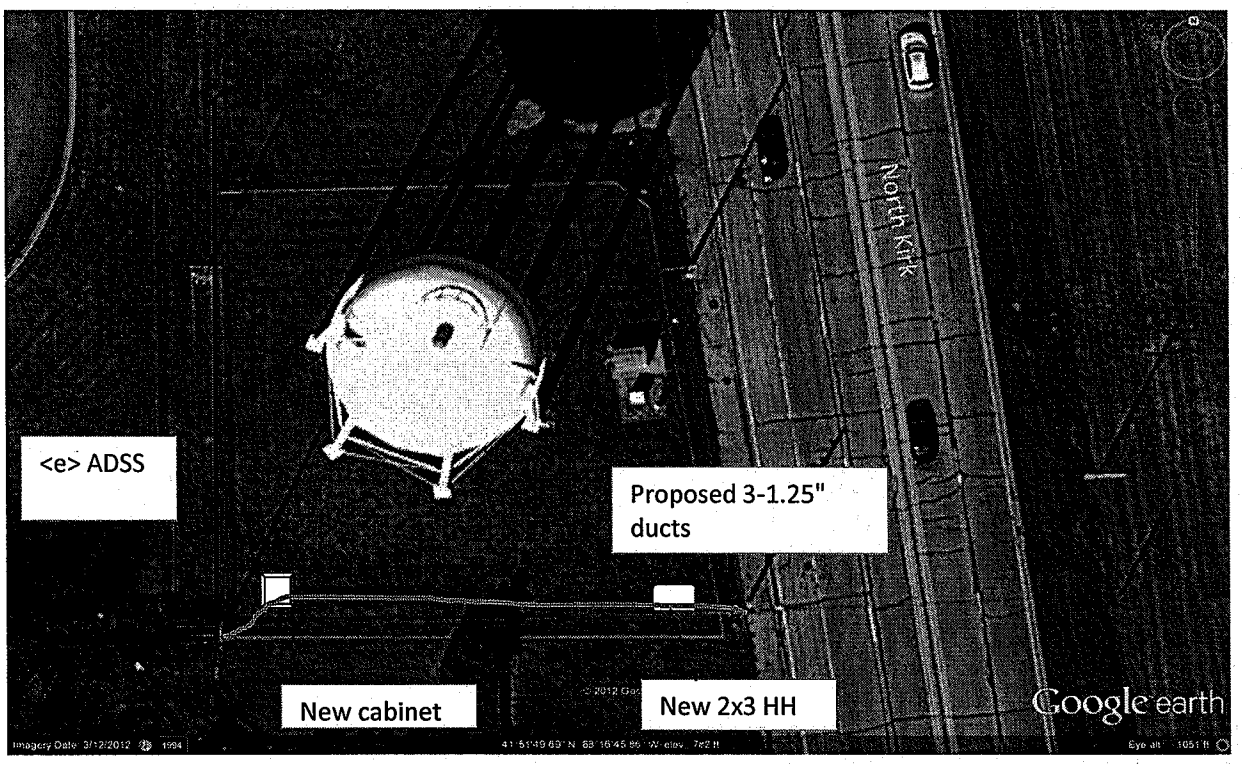
Position	Unit	Hourly Rate	Quantity	Cost
Fiber Optic Maintenance and Management				
Project Manager	HR	$ 105.00	8	$ 840.00
Project Superintendent	HR	$ 90.00	2	$ 180.00
Superintendent	HR	$ 85.00	4	$ 340.00
General Foreman	HR	$ 100.00	8	$ 800.00
Foreman	HR	$ 92.00	4	$ 368.00
Foreman - double time	HR	$ 184.00	8	$ 1,472.00
Splicer	HR	$ 85.00	4	$ 340.00
Splicer - double time	HR	$ 170.00	8	$ 1,360.00
OSP Inspector	HR	$ 172.56	40	$ 6,902.40
CADD Technician	HR	$ 94.72	8	$ 757.76
Operator	HR	$ 119.00	24	$ 2,856.00
Operator - over time	HR	$ 161.00	4	$ 644.00
Laborer	HR	$ 92.50	24	$ 2,220.00
Mini Ex	HR	$ 30.00	16	$ 480.00
Trailer	HR	$ 18.50	24	$ 444.00
trencher	HR	$ 35.00	8	$ 280.00
Reel Cart	HR	$ 5.50	8	$ 44.00
Compressor	HR	$ 30.00	4	$ 120.00
Splicing Machine	HR	$ 10.00	8	$ 80.00
OTDR	HR	$ 10.00	8	$ 80.00
Pick Up Truck	HR	$ 13.50	130	$ 1,755.00
	Total Labor and Equipment Cost			$ 22,363.16

	Unit	Quantity	Waste	Total	Unit Rate	Cost
Material and permits						
Seed	EA	2		2	$ 8.32	$ 17
Netting	EA	2		2	$ 35.48	$ 71
1.25 SDR 11	EA	375	75	450	$ 0.55	$ 248
2x3 handhole	EA	1		1	$ 600.00	$ 600
Cabinet	EA	1		1	$ 2,500.00	$ 2,500
4" PVC	LF	20		20	$ 4.25	$ 85
ground wire	LF	125	25	150	$ 0.68	$ 102
Locate post	EA	1		1	$ 25.00	$ 25
Misc matl	EA	1		1	$ 250.00	$ 250
Plugs	EA	6		6	$ 4.50	$ 27
Grounding material	EA	2		2	$ 25.00	$ 50
Warning markers	EA	2		2	$ 25.00	$ 50
FDP	EA	1		1	$ 350.00	$ 350
Pigtails	EA	12		12	$ 100.00	$ 1,200
Shipping - 2.5% of Total Material Cost	LS	1	-	1	$ 139.35	$ 139
				Sub Total		$ 5,713
				Sales Tax		$ -
				Material Markup @ 15%		$ 857
				Material Total		$ 6,570.47

Total Cost	$ 28,933.63

City of Batavia

North Kirk Road Water Tower Cabinet
Work Order 12-002



Installation of 1 handhole, 1 cabinet, and 3-1.25" HDPE

CITY OF BATAVIA

DATE: March 21, 2013
TO: Public Utilities Committee
FROM: Gary Holm
SUBJECT: Resolution #13-52-R Authorizing Professional Services Agreement with Morrill and Associates, P.C.

This memo is a follow-up to the March 12 committee meeting where various options related to the sale and distribution of electricity were discussed. At that meeting Staff was directed to research and interview firms who could potentially assist the city with legislative matters. Staff has interviewed three firms and is recommending approval of Resolution #13-52-R authorizing a professional services agreement with Morrill and Associates, P.C. for an amount not-to-exceed $50,000.00. Attached please find background information and a summary of qualifications for Morrill & Associates, P.C.

CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-52-R

AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH MORRILL AND ASSOCIATES, P.C.

WHEREAS, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power; and

WHEREAS, the City of Batavia desires to research and potentially pursue various options related to the sale and distribution of electricity; and

WHEREAS, the City of Batavia has reviewed the qualifications and interviewed several consulting firms;

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute a professional services agreement with Morrill and Associates, P.C. for an amount not-to-exceed $50.000 in accordance with the engagement letter attached hereto as Exhibit A.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

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

ATTEST:

_____

Heidi Wetzel, City Clerk

MORRILL &
ASSOCIATES PC

March 18, 2013

VIA E-MAIL AND U.S. MAIL

Mr. Jeff Schielke
Mayor
City of Batavia
100 N. Island Avenue
Batavia, IL 60510

Mr. William McGrath
City Administrator
City of Batavia
100 N. Island Avenue
Batavia, IL 60510

Re: Professional Services Agreement Under which Morrill and Associates, P.C. Will Provide the City of Batavia with Illinois Government Relations Representation During Calendar Year 2013

Dear Mayor Schielke, City Administrator McGrath, and City Council Members:

This letter agreement reflects the terms under which Morrill and Associates, P.C. ("M&A") will provide the City of Batavia ("Batavia") with Illinois government relations representation during the remainder of the 2013 calendar year. This letter: (*i*) provides background information relevant to this engagement; *(ii)* outlines the services we will provide; (*iii*) gives you background information on our firm; and (*iv*) outlines the financial terms for this engagement.

I. BACKGROUND

Located in Kane County, Batavia was founded in 1833. Batavia was one of the first Illinois communities to procure electrical service for its residents, enjoys close proximity to Fermi National Accelerator Laboratory, and is nicknamed the "City of

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433 W. Edwards St. · Springfield, IL 62704 · 217. 789-5411 ph · 217. 789-5413 fax
www.smorrill.com

Energy" in part due to Batavia's history of support for innovation and advancements in energy technologies.

In 2007, the Northern Illinois Municipal Power Agency ("NIMPA"), of which Batavia is a member, agreed to a long-term power contract to purchase electricity from the Prairie State Energy Campus ("PSEC"). Batavia, as a member of the NIMPA, is responsible for 55 megawatts of electricity purchased by NIMPA. Other members of NIMPA include Geneva, Illinois and Rochelle, Illinois, and the NIMPA-purchased electricity serves a population of approximately 60,000 residents in Illinois.

Located in Washington County, Illinois, PSEC includes a coal-fired generating plant and adjacent coal mine and generates 1600 megawatts of power, with 95 percent of the output already dedicated to eight Midwestern-based public power utilities. In addition to NIMPA, PSEC currently sells its power to Prairie Power Inc., the Illinois Municipal Electric Association, the Kentucky Municipal Power Agency, the Missouri Public Utility Alliance, the Indiana Municipal Power Agency, the Southern Illinois Power Cooperative, and American Municipal Power Ohio. PSEC is overseen by a Management Committee comprised of representatives from all entities that have ownership of PSEC.

In October 2012, NIMPA facilitated a proposed sale of the power (of up to 50 megawatts, in 5 megawatt blocks) allocated to Batavia under its current agreement with PSEC; however, there was little interest from potential buyers and the proposed sale was ended in January 2013.

II. DESCRIPTION OF SERVICES

A. Specific Services

M&A will provide Batavia with governmental relations services to encourage the passage and enactment of legislation to either: *(a)* allow Batavia, as a home-rule municipal electric utility, obtain the ability to sell a portion of the power it receives from PSEC at the retail level to consumers located outside of its municipal boarders -- while continuing to keep its municipal boarders closed to other electric suppliers; or *(b)* allow NIMPA to sell the electric power it receives from PSEC at the retail level.

In this regard, M&A will provide Batavia with Illinois government relations representation during the remainder of calendar year 2013 directed generally at the members and staff of the Illinois General Assembly, the Office of the Governor, the Illinois Commerce Commission, the Illinois Power Agency, and those outside interests that may be impacted by the desired legislative effort (*e.g.*, Illinois Municipal League and other Illinois councils of government, investor-owned electric utilities in Illinois, alternative retail energy suppliers, and representatives of electric customer groups).

The legislative effort shall occur during the balance of calendar year 2013, with particular emphasis on the time during which the Illinois General Assembly is in session. At this writing, the Illinois legislature is almost midway through its spring session. Adjournment is scheduled for late May. Should the session adjourn on time, and should the desired legislation pass (as most legislation does) just prior to the conclusion of the session, Governor's action on the bill will take place in mid-to-late August.

B. General Services

Morrill and Associates, P.C. ("M&A") proposes to provide Batavia with legislative representation before the Illinois General Assembly during the remainder calendar year 2013, including the regular session, veto session and any special session.

In pursuing the foregoing legislative objectives for Batavia, M&A will do the following: *(1)* draft final legislative language, with input from Batavia and others as appropriate, for formal introduction with the General Assembly, as well as draft any amendments that may be necessary; *(2)* prepare fact sheets and other supportive documents for use in securing legislative and executive branch support; *(3)* develop and implement, with input and approval from Batavia, a legislative strategy for the desired legislation; *(4)* solicit support from key potential allies; *(5)* obtain bill sponsors who would be particularly effective in obtaining passage; *(6)* educate legislative and executive branch staff; *(7)* lobby General Assembly members and the Governor for support; *(8)* monitor carefully the progress of the desired legislation, and help ensure that all procedural posting and other requirements are met; *(9)* appear and testify before legislative committees as needed; *(10)* keep Batavia reasonably apprised on the progress of our efforts; and *(11)* give Batavia guidance on its supportive participation in this legislative effort, particularly with outreach efforts at potential allies.

As part of this engagement, and without additional fee to Batavia, M&A will informally consult and collaborate with Christopher Townsend, a noted energy attorney with Quarles & Brady with whom M&A enjoys a longstanding and close relationship; however, any work with Townsend will be advisory in nature and shall not include the filing or prosecution of any proceedings before any court or administrative agency by Townsend or his firm.

III. PROFESSIONAL EXPERIENCE

A. Our Experience

We collectively have well over 100 years of experience in state government and state government relations work. Our professionals know Illinois government from having served in both its legislative and executive branches, and having represented a wide range of clients including corporations, associations, partnerships, non-profits, governments and individuals.

We bring substantial resources to our practice. Our Springfield office, located a block-and-a-half from the state capitol, is staffed throughout the year. In Chicago, we are a subtenant of a 450-attorney law firm with offices in Chicago and Washington, D.C, among other cities, affording us with substantial resources and ready access to attorneys who concentrate in virtually every legal discipline. We have a fully-equipped and stocked library, and subscribe to numerous electronic databases and governmental periodicals and newsletters.

In our government relations work, in addition to pursuing specific client objectives, we provide comprehensive monitoring of all bills, amendments, conference committee reports and resolutions introduced before the General Assembly, monitoring of all rulemaking efforts of state agencies, and review of major Illinois newspapers for articles pertaining to Illinois government. A summary of our backgrounds appears below.

B. Professional Backgrounds

The professional backgrounds of our personnel may be found at our website (www.smorrill.com); the background of key M&A personnel expected to be involved in this engagement are as follows:

Stephen S. Morrill. Mr. Morrill is an attorney who concentrates in the government relations and administrative law areas, having served as a lawyer, lobbyist and government official for more than 25 years. After graduating from Northwestern University with a B.A. in Economics, Morrill was a Governor's Fellow in Springfield, working for a year in various areas of the Illinois Governor's Office. Following graduation *cum laude* from the Northwestern University School of Law, where he was an editor of the Law Review, Morrill served as Parliamentarian of the Illinois Senate and staffed the Senate Judiciary Committee during the tenure of Senate President Philip J. Rock. Morrill thereafter practiced for six years in the governmental, administrative law and litigation departments of the Chicago law firm Winston & Strawn. Before forming his own firm, Morrill returned to Springfield to serve as Chief Legal Counsel to the Senate President, developing new rules for the Senate and assisting then newly elected President during his first legislative session. As a lobbyist, Morrill has represented scores of clients before the Illinois General Assembly, Illinois Joint Committee on Administrative Rules and Cook County Board. As a lawyer, Morrill has practiced before virtually every Illinois agency and executive branch office, as well as in the state and federal courts. Morrill's governmental experience includes service as Commissioner of the Illinois Human Rights Commission, the agency that adjudicates anti-discrimination claims with respect to employment, housing, education and public accommodations, Special Assistant Attorney General, Special Counsel to the Cook County Board, Counsel to the State Employees' Retirement System, Counsel to the Board of Trustees of the Teachers' Retirement System of Illinois, and Member of the Illinois Attorney General Advisory Board on Not-For-Profit Corporations. Morrill has served on transition teams of state constitutional officers, on the boards of charities, and as a member of numerous legal and civic organizations. Morrill has published articles in such publications as the Northwestern University Law Review, DePaul University Law Review and Illinois Bar Journal, as well as magazines such as Chicago Southland Business and Chicago Office.

Morrill has been recognized by his peers in the Illinois legal community as a "Leading Lawyer" in his field, a designation maintained by the Law Bulletin Publishing Company, and is a member of the Illinois Bar Association and the Chicago Bar Association. Morrill resides in Glenview, Illinois.

Chuck Hartke. Mr. Hartke is a government relations consultant working exclusively with Morrill & Associates. In his distinguished governmental career, he has held the positions of Director, Illinois Department of Agriculture (2003–2008); Illinois State Representative, 108th District (1985–2003); and Assistant Majority Leader (1997–2003). During his tenure overseeing the Department of Agriculture, Mr. Hartke supported the expansion of livestock in the State of Illinois, and worked to expand the biofuels industry, including ethanol, biodiesel, and biomass by strengthening relations with foreign trading partners. He served as president of the Midwest Association of State Departments of Agriculture, and was also a board member of the National Association of State Departments of Agriculture. From 2003–2008, he served as chairman of the following boards and commissions: Advisory Board of Livestock Commissioners; Agricultural Export Advisory Committee; Biotechnology Advisory Council; Board of Agricultural Advisors; Board of State Fair Advisors; County Fair Advisory Board; DuQuoin State Fair Advisory Board; Export Promotion Coordinating Council; Fertilizer Research and Education Council; Illinois Grain Insurance Corporation; Illinois Horse Racing and Breeding Industry Promotion Board; Illinois Standardbred Breeders Fund Advisory Board; Illinois Thoroughbred Breeders Fund Advisory Board; Interagency Committee on Farmland Preservation; Interagency Committee on Pesticides; the Seed Arbitration Act-Review Committee and Seed Arbitration Council. From 1985–2003, Mr. Hartke was the State Representative for Illinois 108th District. For the final six years of his service in the General Assembly, he was the Assistant Majority Leader of the House, and an ex officio member of all House committees. Mr. Hartke has a long record of service in Effingham County and in agricultural organizations all across the state. From 1966–1968, he served his country in the United States Army, including a tour in Vietnam. Mr. Hartke lives on his farm in Teutopolis, Illinois.

Curt A. Fiedler. Mr. Fiedler focuses on the legislative process, government relations, and legislative research for Morrill & Associates. Fiedler manages the legislative monitoring program of Morrill & Associates, and he enjoys strong staff relationships within all four legislative caucuses and the Office of the Governor. Since joining Morrill & Associates, Fiedler has developed broad lobbying experience at the state and local levels of government. Prior to joining Morrill & Associates, Fiedler spent five years working under House Republican Leader Tom Cross concentrating on state finance, economic development, state gaming, and taxation issues. Fiedler graduated *cum laude* from Olivet Nazarene University in 2000, earning a B.A. in Political Science. Fiedler resides in Tinley Park, Illinois.

Michelle L. McAnarney. Ms. McAnarney serves as Office Manager for Morrill & Associates. In addition to her duties as Office Manager for M & A, she oversees the lobbyist registration and disclosure program for the firm and its clients, participates in legislative monitoring and client reporting programs of the firm, and assists with lobbying the members of the General Assembly. Ms. McAnarney has almost

ten years of client-focused, public service, and government relations experience. She has served as the legislative aide for two Illinois State Senators, Dan Kotowski and Toi Hutchinson. In that role, Ms. McAnarney focused on constituent services, state agency relations, committee clerking for the Senate Revenue committee, and assisting with and monitoring legislation. Ms. McAnarney has thorough knowledge of the legislative process and enjoys strong relationships with members of the Illinois General Assembly and legislative staff. Ms. McAnarney resides in Springfield, Illinois.

IV. TERMS OF ENGAGEMENT

In addition to the description of services above, the terms of this engagement shall be as follows:

1. This representation shall be for a nine-month period beginning on April 1, 2013, and ending on December 31, 2013, at a monthly rate of $5,555.55 (or $50,000 total). Consistent herewith, M&A will send monthly invoices to Batavia, with payment due within 10 business days after receipt. All checks shall be made payable to Morrill and Associates, P.C., FEIN 36-4003011.

2. In any month during this engagement the legislative effort becomes non-viable, through mutual agreement of the parties (which agreement may not be unreasonably withheld), Batavia may early terminate this engagement, and in such event shall be responsible for the payment of services through the end of the month of early termination.

3. Expenses incurred by M&A specifically in connection with this representation, including messenger delivery or overnight mail charges, copying charges, lobbyist registration fees, travel and lodging costs in connection with the legislative session (pro-rated among other legislative clients), and pre-approved entertainment expenses, shall be reimbursable by Batavia and included on the appropriate monthly invoice. Expenses under this engagement agreement shall not exceed $2,500 without prior authorization from Batavia. Expenses shall be billed at cost, without markup.

4. This work shall be performed by Stephen S. Morrill, together with such staff of M&A as he may assign. M&A will regularly report to City Administrator William McGrath, or his designee, throughout the course of this representation. Such reporting shall be by telephone calls, emails or written reports, as appropriate. Reporting may also be accomplished through the use of a secure area, developed exclusively for Batavia, on M&A's website.

5. Throughout the entirety of its work for Batavia, M&A shall comply with the Illinois Lobbyist Registration Act and its implementing regulations. M&A shall also advise Batavia on its independent obligations related to Illinois lobbyist registration and expenditure reporting.

6. This engagement agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

V. EXECUTION OF AGREEMENT

Please indicate your acceptance of and agreement to the terms of this letter agreement by signing below and returning one of the two enclosed original copies, fully executed, to me – thereby creating an enforceable contract between us.

Very truly yours,

Stephen S. Morrill
MORRILL AND ASSOCIATES, P.C.

AGREED AND ACCEPTED:

_____
Mr. Jeff Schielke, Mayor
CITY OF BATAVIA