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

CITY COUNCIL AGENDA  
Monday, May 17, 2021  
7:30 p.m. – Council Chambers 1st Floor  
Hybrid Meeting

To participate in the live meeting use the Webinar link below to register for the event at Registration Link https://cityofbatavia.net.zoom.us/webinar/register/WN_72jdT4YuSyWtNqmmTnwSrQ. You will need to provide your name and email address.

Residents can listen by phone to the City Council meeting by Dialing (312) 626-6799 and use the Webinar ID 921 3210 5685. Webinar Passcode is 898383. Callers can ask question by pressing *9 to raise their hand. Questions can be asked prior to the meeting at publiccomment@cityofbatavia.net.

For viewing purposes only, the meeting will be broadcast live on BATV’s YouTube channel which can be accessed from their website at myBATV.com at https://www.youtube.com/user/BATV1017

If you attend in person please be advised there is a 25 person limit in the Council Chambers.

1. MEETING CALLED TO ORDER
2. INVOCATION Followed By PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. REMINDER: Please Speak Into The Microphone For BATV Recording
5. ITEMS REMOVED/ADDED/CHANGED
6. CONSENT AGENDA  
   (The consent agenda is made up of items recommended by city staff or council subcommittees which require approval. This agenda is placed as a separate item on the overall City Council agenda. The items on the consent agenda usually have unanimous committee support and are voted on as a “package” in the interest of saving time on non-controversial issues. However, the Mayor or any council member may, by simple request, remove an item from the consent agenda to have it voted upon separately.)

Accept and Place on File:
A. Building Reports April 2021

Approvals:
CITY COUNCIL AGENDA

MEETING CALLED TO ORDER

H. ORDINANCE 21-27: Declaring Certain Property to be Surplus and Authorizing Sale Thereof (Scott Haines 4/27/21 COW 5/04/21 12/0) CS


J. ORDINANCE 21-26: Demolition COA for 14 N Washington Ave (JA 4/30/21 COW 5/04/21 12/0) CD

K. RESOLUTION 21-043-R: Upgrade Electric Service on S. Water Street to accommodate Amplified Entertainment (LN 4/30/21 COW 5/04/21 12/0) GS

Documents:

BuildingActivity_April.pdf
21-05-14 PR B10.pdf
21-05-17 AP TOTALS.pdf
RES 21-049-R IDOT Permit for Road Closures for 2021 BHS Homecoming Parade.pdf
RES 21-047-R Auth Mayor to Exec IGA w IDOT for Maint State Traffic Signals.pdf
RES 21-048-R Auth Mayor to Exec IGA w IDOT for Maint Local Traffic Signals.pdf
RES 21-50-R Dynamic Rating for Paramount and Main Sub.pdf
ORD 21-27 Surplus Property.pdf
RES 21-045-R 2019 TruVac Prodigy Hydro-Excavator from Standard Equipment.pdf
ORD 21-26 14 N Washington Ave.pdf
RES 21-043-R Authorizing Upgrade of Electric on S Water Street.pdf

7. MATTERS FROM THE PUBLIC: (For Items NOT On The Agenda)

8. PRESENTATION: Flag Day Committee

9. PRESENTATION: Casa Kane County – Gloria Kelly, Executive Director

10. RE-APPOINTMENT: Batavia Plan Commission – Sarah Harms, Tom LaLonde And Thomas Gosselin For A Three Year Term – Term Expires 6/01/24

11. PROCLAMATION: National Public Works Week

12. APPROVAL: Class F Special Event (Not For Profit) Liquor License For Elderday Center For Pearls Around The World Food Extravaganza And Celebration Fundraising Event Held At 328 W. Wilson St, Batavia IL 60510 (DE 5/13/21)

Documents:

Class F Liquor License · Elderday.pdf
13. MAINSTREET MINUTE

14. MOTION: Approve Of Bids To Purchase Parcels 1 And 2 Of Old Railroad Parcels South Of Bernadette Lane (SCB 4/22/21 COW 5/11/21 13/0) ¾ Majority Vote Required

Documents:

Railroad Parcels Sale 2021 MEM2.docx.pdf

15. RESOLUTION 21-044-R: Award Of Bid For Demolition Of 916 Park St To Fowler Enterprises LLC For An Amount Of $25,200 Plus Alternate #1 Of $4.25 Per Square Foot. (JA 4/30/21 COW 5/04/21 12/0) GS

Documents:

RES 21-044-R 916 Park St--Demolition Bid.pdf

16. APPROVAL: DRAFT Batavia Bullet Point Outreach To Local Legislators (GH)

Documents:

DRAFT Batavia One-Page Bullet Point Outreach to Local Legislators.pdf

17. ADMINISTRATOR’S REPORT

18. COMMITTEE REPORTS

19. OTHER BUSINESS

20. MAYOR’S REPORT

21. ADJOURNMENT

Individuals with disabilities should notify the City Administrator’s office at 630-454-2053 if they have a disability which will require special assistance or services and, if so, what services are required. This notification should occur as far as possible before the City-sponsored function, program, or meeting.
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City of Batavia Finance Department

Judith Weiss
Payroll

FUND TOTALS
May 14, 2021
#B10

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ACCOUNTING PERIOD: 5/21

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TOTAL FUND

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TOTAL FUND
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- FUND: 0.00  109,230.43  
- REPORT: 0.00  3,614,662.94
TO: Committee of the Whole – City Services

FROM: Gary Holm

DATE: May 5, 2021

RE: Resolution #21-049-R Requesting a Permit from IDOT for the Closure of Various Roadways for the BHS Homecoming Parade Special Event

The Illinois Department of Transportation requires that a permit be obtained whenever one of their routes needs to be closed (or partially closed) to accommodate a special event.

The attached resolution is required as part of IDOT’s permitting process. The resolution outlines various event dates and the associated affected roadways.

We recommend approval of Resolution 21-049-R.
CITY OF BATAVIA
RESOLUTION 21-049-R

A RESOLUTION TO SEEK A PERMIT FROM I.D.O.T.
TO CLOSE STATE ROUTE 31, AND TO CLOSE N. RIVER STREET,
A LOCAL ROAD WITHIN A STATE SIGNALIZED INTERSECTION,
FOR THE DATE/TIME SPECIFIED FOR A BHS HOMECOMING PARADE

WHEREAS, the City of Batavia is sponsoring a BHS Homecoming Parade in the City of Batavia on September 22, 2021; and

WHEREAS, this Parade will require the temporary closure of State Route 31 where it intersects with Wilson Street, in the City of Batavia; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State highways for such public purposes; and

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

Section 1. That permission to temporarily close the intersection of Route 31, between Main Street and McKee Street for the period from 5:20 P.M. to 6:15 P.M., Wednesday, September 22, 2021, is requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, all S/B highway traffic on Route 31 will be diverted to W/B McKee Street to Western Avenue or Randall Road, and all N/B highway traffic on Route 31 will be diverted to W/B Main Street to Randall Road, during the periods of time specified for the BHS Homecoming Parade.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, all highway traffic on Route 31 during the periods of time specified for the BHS Homecoming Parade, should be reopened to the public no later than 6:15 P.M., for the time periods described herein, and that thereafter traffic will be allowed to proceed.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, the City of Batavia assumes full responsibility for the direction,
protection, and regulation of the traffic during the times the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the State highway, and it is further agreed that efficient all-weather detours shall be maintained to the satisfaction of the Department of Transportation, and conspicuously marked for the benefit of traffic diverted from the State highway. Detour marking shall conform to the requirements of the Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permissions sought in this resolution.

PRESENTED to and PASSED by the City Council of the City of Batavia, Illinois, this 17th day of May, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of May, 2021.

Jeffery D. Schielke, Mayor

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Mayor Schielke

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

ATTEST:

Kate Garrett, City Clerk
TO: Mayor and City Council

FROM: Gary Holm

DATE: May 3, 2021

RE: Resolution 21-047-R and Resolution 21-048-R Authorizing the Mayor to execute Intergovernmental Agreements with the Illinois Department of Transportation related to maintenance of traffic control devices on State highways and Local roadways (CS)

On June 14, 2011 the City of Batavia executed a single Intergovernmental Master Agreement with the Illinois Department of Transportation (IDOT) for maintenance of Traffic Control Devices. The Agreement had a term of ten (10) years and is set to expire in June, 2021. The Agreement outlined maintenance and electrical energy responsibilities for traffic control signals at the following intersections:

- IL Rte 25 (Washington) at Wilson St.
- IL Rte 25 (S. River) at Wilson St.
- Wilson St. at Island Ave.
- IL Rte 31 at Wilson St.
- IL Rte 31 at Main St.
- IL Rte 31 at Fabyan Pkwy.

On July 23, 2012 and February 19, 2013 the City of Batavia executed Local Agency Agreements to amend the 2011 Agreement. On August 17, 2020 the City approved another amendment to the 2011 Agreement.

IDOT now requires that separate agreements be executed for State and Local maintained traffic signals, instead of a single agreement for both. Resolution 21-047-R is an Intergovernmental Master Agreement for State maintained traffic signals. Resolution 21-048-R is an Intergovernmental Master Agreement for Local maintenance of traffic signals. Both agreements are consistent with the terms & conditions that were established with the 2011 agreement and subsequent amendments.

Staff recommends Resolution 21-047-R approving an Intergovernmental Master Agreement with the Illinois Department of Transportation for State maintained traffic signals.

Staff recommends Resolution 21-048-R approving an Intergovernmental Master Agreement with the Illinois Department of Transportation for Governmental Body maintenance of traffic control devices.
CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-047-R

AUTHORIZING MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR STATE MAINTAINED TRAFFIC SIGNALS

WHEREAS, on June 17, 2011 the City of Batavia and the Illinois Department of Transportation (IDOT) executed an Intergovernmental Agreement (IGA) for traffic control devices; and

WHEREAS, the IGA specified maintenance and electrical energy responsibilities for certain State maintained traffic signals within the City; and

WHEREAS, the IGA expires in June, 2021 and both parties desire to establish a new agreement; and

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute an intergovernmental agreement with the Illinois Department of Transportation for State maintained traffic signals included hereto as Exhibit “1”.

Page 1 of 2 excluding exhibits
PRESENTED to the City Council of the City of Batavia, Illinois, this 17th day of May, 2021.

PASSED by the City Council of the City of Batavia, Illinois, this 17th day of May, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of May, 2021.

______________________________
Jeffery D. Schielke, Mayor

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

ATTEST:

______________________________
Kate Garrett, City Clerk
INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement is entered into between the City of Batavia ("GOVERNMENTAL BODY") and the Department of Transportation ("DEPARTMENT") pursuant to the "Intergovernmental Cooperation Act" (5 ILCS 220) and in accordance with the DEPARTMENT's rules at 92 Ill. Adm. Code 544.

1. Governmental Body and the DEPARTMENT have a mutual interest in and the maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A, which is hereby made a part of this agreement.

2. In furtherance of said interests of, the entities agree:
   a. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
   
   b. **Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT indicated on Exhibit A, either with its own forces or through contractual agreements.
   
   c. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document (Exhibit B) upon agreement by both parties.
   
   d. **Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems or Advanced Traffic Management System and interconnects with at-grade railroad crossings, at DEPARTMENT maintained locations. The DEPARTMENT shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The GOVERNMENTAL BODY shall submit to the DEPARTMENT any changes proposed in signal timings.
   
   e. **Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
   
   f. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or
State routes. The GOVERNMENTAL BODY may connect traffic signals to a State-owned master controller or Advanced Traffic Management System for the coordination or operation of non-State-owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

g. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT’S proportionate share of the energy charges.

h. **Indemnity.** The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third-party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.

i. **Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

j. **Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

k. **Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Department and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.

l. **Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

m. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government, however, other
DEPARTMENT policies and practices require cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance costs of the interconnect system and related equipment as well as engineering costs for any approved coordination and timing studies shall be shared within the interconnect system, unless otherwise agreed to in a permit or by other agreement.

n. **Jurisdictionally Transferred.** The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signal and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).

o. **Billing.** Bills shall be submitted by the DEPARTMENT on a three (3) month basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

   i. Any proposed single expenditure in excess of $10,000 for repair or damage to an installation must be approved by the GOVERNMENTAL BODY before the expenditure is made.

   ii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task.

   iii. THE DEPARTMENT costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

   iv. The cost for contracted work will be the actual cost for the contractor. In District One, maintenance costs are based on the District's Electrical Maintenance Contract's (EMC) related bid cost and may vary from contract to contract. The length of District One’s EMC is generally 2 to 3 years.

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3. Notice under this agreement shall be as follows:

3
4. **Effective Date.** This Agreement shall be effective from **July 1, 2021** through **June 30, 2031** and may be terminated prior to that date, by either party, upon 30 days written notice.

**FOR THE GOVERNMENTAL BODY:**

Signature and Job Title of Authorized Representative

**FOR THE DEPARTMENT:**

Jose Rios, Regional Engineer, Division of Highways

Phillip C. Kaufmann, Chief Counsel
(Approved as to form)

By:

Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer

Joanne Woodworth, Acting Chief Fiscal Officer

By:

Omer Osman, Acting Secretary of Transportation

By:
EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the City of Batavia in Kane County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>TS#</th>
<th>% OF MAINTENANCE RESPONSIBILITY</th>
<th>% OF ENERGY CHARGES RESPONSIBILITY</th>
<th>AGENCY PERFORMING MAINT.</th>
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<td>IL 25 (River St) at Wilson St</td>
<td>TS750</td>
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<td>100</td>
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<td>IL 31 at Main St</td>
<td>TS4640</td>
<td>50</td>
<td>50</td>
<td>STATE</td>
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<tr>
<td>IL 31 at Wilson St</td>
<td>TS4655</td>
<td>50</td>
<td>50</td>
<td>STATE</td>
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<tr>
<td>Wilson St at Shumway/Island Av</td>
<td>TS920</td>
<td>100</td>
<td>100</td>
<td>LOCAL</td>
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<tr>
<td>IL 25 (Washington) at Fabyan Parkway</td>
<td>TS780</td>
<td>100</td>
<td>100 Geneva</td>
<td>Kane Co</td>
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<tr>
<td>IL 31 at Fabyan Parkway</td>
<td>TS825</td>
<td>100</td>
<td>100</td>
<td>Kane Co</td>
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</tbody>
</table>
A. GENERAL PROVISIONS

1. CABINET PACK
Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS
All equipment and material used shall comply with the requirements of the DEPARTMENT’s Standard Specifications for Road and Bridge Construction and the district special provisions.

3. HIGHWAY LIGHTING
For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole lighting arm, luminaire and lighting cable and all signal cable shall be considered part of the traffic signal system and are the responsibility of the DEPARTMENT.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All costs of repairing or replacing damaged or missing non-standard IDOT highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM
Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION
At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the GOVERNMENTAL BODY of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.
The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS
Repair or replace any and all standard DEPARTMENT equipment damaged by any cause whatsoever. Equipment owned by a third party, such as EVP, lighted street name signs, TSP, and the like are the responsibility of others.

7. ACCIDENT DAMAGE
Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL
Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL
Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT
Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT
Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS
Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT
An L.E.D. module shall be considered failed and shall be replaced if the indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.
Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

C. WEEKLY

1. MASTER CONTROLLER or ADVANCE TRAFFIC MANAGEMENT SYSTEMS
At locations that are a part of a closed loop signal or advance traffic management systems maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-MONTHLY (Every 2 months)

1. CABINET INSPECTION
Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer’s recommendations.

2. OBSERVE SIGNALS
Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING
Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

4. VIDEO DETECTION TESTING
Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. CONTROLLER CHECK
When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.
6. FUSE AND BREAKER CHECKS
Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

7. CLEARANCE TRIMMING
Remove any obstruction blocking the line of sight of the traffic signal face to the motorist including trimming trees, bushes or any other form of vegetation blocking said lines of sight.

E. GENERAL

1. ANNUAL HARDWARE INSPECTION
Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis.

2. ANNUAL CONFLICT MONITOR AND MMU TEST
Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations.

3. PAVEMENT MARKINGS
In District 1, the GOVERNMENTAL BODY shall inspect stop bars, symbols, special pavement treatments and crosswalks and replace as necessary to insure proper motorist and pedestrian guidance;

Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

4. The GOVERNMENTAL BODY shall also be responsible for maintenance of the installed street name signs on approaches to a State highway from a local road. Because of the value of street name signs to motorists, the GOVERNMENTAL BODY shall provide such signs at all named State highway intersections.
TO: Mayor and City Council
FROM: Gary Holm
DATE: May 3, 2021
RE: Resolution 21-047-R and Resolution 21-048-R Authorizing the Mayor to execute Intergovernmental Agreements with the Illinois Department of Transportation related to maintenance of traffic control devices on State highways and Local roadways (CS)

On June 14, 2011 the City of Batavia executed a single Intergovernmental Master Agreement with the Illinois Department of Transportation (IDOT) for maintenance of Traffic Control Devices. The Agreement had a term of ten (10) years and is set to expire in June, 2021. The Agreement outlined maintenance and electrical energy responsibilities for traffic control signals at the following intersections:

- IL Rte 25 (Washington) at Wilson St.
- IL Rte 25 (S. River) at Wilson St.
- Wilson St. at Island Ave.
- IL Rte 31 at Wilson St.
- IL Rte 31 at Main St.
- IL Rte 31 at Fabyan Pkwy.

On July 23, 2012 and February 19, 2013 the City of Batavia executed Local Agency Agreements to amend the 2011 Agreement. On August 17, 2020 the City approved another amendment to the 2011 Agreement.

IDOT now requires that separate agreements be executed for State and Local maintained traffic signals, instead of a single agreement for both. Resolution 21-047-R is an Intergovernmental Master Agreement for State maintained traffic signals. Resolution 21-048-R is an Intergovernmental Master Agreement for Local maintenance of traffic signals. Both agreements are consistent with the terms & conditions that were established with the 2011 agreement and subsequent amendments.

Staff recommends Resolution 21-047-R approving an Intergovernmental Master Agreement with the Illinois Department of Transportation for State maintained traffic signals.

Staff recommends Resolution 21-048-R approving an Intergovernmental Master Agreement with the Illinois Department of Transportation for Governmental Body maintenance of traffic control devices.
AUTHORIZING MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES

WHEREAS, on June 17, 2011 the City of Batavia and the Illinois Department of Transportation (IDOT) executed an Intergovernmental Agreement (IGA) for traffic control devices; and

WHEREAS, the IGA specified maintenance and electrical energy responsibilities for certain Local maintained traffic signals within the City; and

WHEREAS, the IGA expires in June, 2021 and both parties desire to establish a new agreement; and

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute an intergovernmental agreement with the Illinois Department of Transportation for Local maintained traffic signals included hereto as Exhibit “1”.

Page 1 of 2 excluding exhibits
PRESENTED to the City Council of the City of Batavia, Illinois, this 17\textsuperscript{th} day of May, 2021.

PASSED by the City Council of the City of Batavia, Illinois, this 17\textsuperscript{th} day of May, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17\textsuperscript{th} day of May, 2021.

______________________________
Jeffery D. Schielke, Mayor

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Mayor Schielke

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

ATTEST:

______________________________
Kate Garrett, City Clerk
Intergovernmental Agreement

Governmental Body Name
City of Batavia

Address
City
State
Zip Code
100 North Island Avenue
Batavia
IL
60510

Remittance Address (if different from above)

City
State
Zip Code

Phone
Fax
FEIN/TIN
DUNS
(630) 454-2000
(630) 454-2001
36-6005-785

Brief Description of Service (full description specified in Part 5)
This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A.

Compensation Method (full details specified in Part 6)

Total Compensation Amount
$0.00

Advance Pay
□ Yes  □ No

Start Date
Agreement Term
Expiration Date
07/01/21
06/30/31
REQUIRED SIGNATURES
By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature ____________________ Date _____________
Name ____________________ Title ____________________

☐ Check if under $250,000. If under $250,000 the Secretary's signature may be delegated.

FOR THE DEPARTMENT:

Signature ____________________ Date _____________
Omer Osman, Acting Secretary of Transportation Date _____________
Delegate Name ____________________
Printed Name ____________________
Printed Title ____________________

Signature ____________________ Date _____________
Joanne Woodworth, Acting Chief Fiscal Officer Date _____________
Philip C. Kaufmann, Chief Counsel Date _____________

(Approved as to form)
INTERGOVERNMENTAL AGREEMENT
FOR
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

City of Batavia
100 North Island Avenue
Batavia, IL 60510

Attention

Email

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1 Scope/Compensation/Term
Part 2 General Provisions
Part 3 Federally Funded Agreements
Part 4 Specific Provisions
Part 5 Scope of Services/Responsibilities
Part 6 Compensation for Services
Part 7 Certification Regarding Lobbying
Part 8 Agreement Award Notification

Part 1
SCOPE / COMPENSATION / TERM

A. Scope of Services and Responsibilities The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.

B. Compensation Compensation (if any) shall be as specified in Part 6.

C. Term of Agreement This Agreement will start 07/01/21 and will expire 06/30/31

D. Amendments All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

E. Renewal This Agreement may not be renewed.
Part 2
GENERAL PROVISIONS

A. Changes If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.

B. Compliance/Governing Law The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

C. Availability of Appropriation This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT’s funding by reserving some or all of the DEPARTMENT’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY’s work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation The GOVERNMENTAL BODY, shall maintain for a minimum of three (3) years after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Cost Category Transfer Request For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.

G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel

1. Subcontracting - Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than $3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at $100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for $100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at $30,000.00; and $20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for $30,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.
Part 3

☒ FEDERALLY FUNDED AGREEMENTS
[Not applicable to this Agreement]
PART 4
SPECIFIC PROVISIONS

A. Invoices Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
Attention
District One-Bureau of Administrative Services
Address
201 West Center Court
City State Zip Code
Schaumburg IL 60196-1096

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

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

F. Software All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.
G. Confidentiality Clause Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Compliance with Freedom of Information Act. Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

I. Reporting/Consultation The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

J. Travel Expenses Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.

K. Indemnification Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action; whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

L. Equal Employment Practice The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;

2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minoritys and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;

5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;

7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;

8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigatory, and complaint process available through the Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and

2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and

3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Batavia

Taxpayer Identification Number: 36-6005-785

Legal Status (check one):

☐ Tax-exempt ☒ Government ☐ Other

N. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

O. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Equipment The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;

2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;

3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;

4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;

5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;

6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and

7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least $100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.
PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

A. Cost. The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals, and other traffic control devices listed on the attached Exhibit A, which is hereby made part of this Agreement and shaded or highlighted.

B. Maintenance. Modernization of traffic control devices is not covered under this Agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.

C. Maintenance Level. It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made part of this Agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document as agreed upon by both parties.

D. Interconnect & Timing. "Railroad interconnect" shall mean an electrical connection between a traffic signal controller and a railside railroad control system. A "signal interconnect" shall mean an electrical connection between two on-street traffic signal controllers or between a master controller and a central signal system. The GOVERNMENTAL BODY agrees to maintain all signal equipment and connection of railroad crossing warning devices with signal controller. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time. A railroad interconnect shall not be modified without prior notification to and approval by the Illinois Commerce Commission and the DEPARTMENT. If a railroad interconnect needs repairs, such repairs shall not be performed without prior notification and approval, if required, by the Illinois Commerce Commission and the Department.

E. Interconnections: Installation and Damage. The DEPARTMENT will not be responsible for the cost of installing or maintaining traffic signals and signal system interconnects not on but interconnected to traffic signals on U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.

F. Master Monitoring Costs. Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to its office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

G. Payment for Energy Costs. The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.

H. Costs for Pavement Markings. Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.
I. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary rates for the type of work being performed.

J. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any GOVERNMENTAL BODY must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

K. Existing Agreements or Letters of Understanding. All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

L. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the DEPARTMENT’S Regional Engineer and its Engineer of Operations, and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the DEPARTMENT and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modifications of Exhibit A. This Agreement can be modified according to Part 1.D, by completing the Intergovernmental Agreement Amendment.

M. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this Agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.
PART 6
COMPENSATION FOR SERVICES

Funding

Not Applicable

Subtotal

Local Match Provided Through the GOVERNMENTAL BODY

GRAND TOTAL

Funding Breakdown

The DEPARTMENT and GOVERNMENTAL BODY agree to the following funding requirements:

A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government however, other DEPARTMENT policies and practices requires cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system, unless otherwise agreed to in a permit or by other agreement. The share of the signal maintenance cost at an intersection will be borne one hundred percent by the DEPARTMENT where the ADT for the route is more than or equal to 35,000. The one hundred percent share will not apply to signal modernization, energy charges, new signal, and signal timing.

i. The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signals and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).

B. Billing. Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.

ii. Any proposed single expenditure in excess of $10,000.00 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

iii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

iv. The GOVERNMENTAL BODY costs are composed of labor, equipment, materials, and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, Social Security, health, hospitalization and life insurance, holidays, vacation, sick leave and worker’s compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

v. The cost for contracted work will be the actual cost for the contractor.

a. Maintenance of the traffic signals shall be performed by the GOVERNMENTAL BODY through the DEPARTMENT’s approved electrical contractor. If, at any time, the contractor fails to perform any work deemed necessary by the DEPARTMENT’s Regional Engineer to keep the traffic signals in proper operating condition, or if the Engineer finds it impossible to contact the designated persons to perform any work, the DEPARTMENT reserves the right to have other electrical contractors perform the needed work. The cost of such work will be invoiced to the GOVERNMENTAL BODY directly from the appointed contractor providing the service.

C. Notices. Notices under this Agreement shall be directed to the following addresses by regular mail or
email to the address shown below:

For the DEPARTMENT: For the GOVERNMENTAL BODY:

Budget
Not Applicable
PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)
☒ [NOT APPLICABLE TO THIS AGREEMENT]
PART 8
AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No
Amount of Federal funds
Name of Project

Federal Project Number

CFDA Number*, Federal Agency, Program Title

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend $750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended $750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

2. If your agency expended less than $750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.

3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:


Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.
NOTICE

Do not submit this certification to the DEPARTMENT with your signed contract.

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

Single Audit Not Required Certification

I certify that ___________________________ expended less than $750,000 in Federal awards in our fiscal year ____________________, and was not required to have a single audit conducted.

Signature

Date

Title

Subrecipient Contact Information

Subrecipient

Contact Person

Title

Address

City

State

Zip Code

Phone

Fax

Fiscal Year End

E-mail
EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the City of Batavia in Kane County that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>TS#</th>
<th>% OF MAINTENANCE RESPONSIBILITY</th>
<th>% OF ENERGY CHARGES RESPONSIBILITY</th>
<th>AGENCY PERFORMING</th>
</tr>
</thead>
<tbody>
<tr>
<td>IL 25 (River St) at Wilson St</td>
<td>TS750 100</td>
<td>STATE</td>
<td>100</td>
<td>STATE</td>
</tr>
<tr>
<td>IL 25 (Washington) at Wilson St</td>
<td>TS785 100</td>
<td>STATE</td>
<td>100</td>
<td>STATE</td>
</tr>
<tr>
<td>IL 31 at Main St</td>
<td>TS4640 50</td>
<td>STATE</td>
<td>50</td>
<td>STATE</td>
</tr>
<tr>
<td>IL 31 at Wilson St</td>
<td>TS4655 50</td>
<td>STATE</td>
<td>50</td>
<td>STATE</td>
</tr>
<tr>
<td>Wilson St at Shumway/Island Av</td>
<td>TS920 100</td>
<td>STATE</td>
<td>100</td>
<td>LOCAL</td>
</tr>
<tr>
<td>IL 25 (Washington) at Fabyan Parkway</td>
<td>TS780 100</td>
<td>STATE</td>
<td>100 Geneva</td>
<td>Kane Co</td>
</tr>
<tr>
<td>IL 31 at Fabyan Parkway</td>
<td>TS825 100</td>
<td>STATE</td>
<td>100</td>
<td>Kane Co</td>
</tr>
</tbody>
</table>
EXHIBIT B
LONG FORM
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. DOCUMENTATION
   The GOVERNMENTAL BODY shall provide the supporting documents for the items being billed. The approval of an invoice is contingent upon the supporting documentation. If the GOVERNMENTAL BODY'S invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

2. REFERENCES
   All governing specification texts and manuals (ex: the Standard Specifications for Road and Bridge Construction, the Manual on Uniform Traffic Control Devices ((MUTCD))) cited and referred to herein shall be latest editions of those specification texts and manuals.

3. CABINET PACK
   Wiring diagrams, phase diagrams, and manuals are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes, repairs and maintenance activities shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

4. HARDWARE SPECIFICATIONS
   All equipment and material used shall comply with the requirement of the DEPARTMENT's latest edition of Standard Specifications for Road and Bridge Construction and the district special provisions. Maintain logs of equipment installation dates for warranty and for end of service life determination purposes. Catalog cuts shall be submitted to the DEPARTMENT for compliance with the district special provisions.

5. ROADWAY LIGHTING
   Maintenance of roadway lighting on combination pole assemblies, including but not limited to lighting mast arm(s), luminaire(s), cable, fusing, and control shall be the responsibility of the GOVERNMENTAL BODY. Agreements regarding other roadway lighting equipment shall remain unchanged by this IGA.

   The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, replacing damaged or missing combination pole lighting system equipment is the responsibility of the GOVERNMENTAL BODY.
6. **EMERGENCY VEHICLE PREEMPTION SYSTEM**
Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

7. **TRAFFIC SIGNALS INTERCONNECTED TO RAILROAD WARNING DEVICES**
At all locations with railroad/traffic signal interconnects, respond to any failure or damage and all emergency and all red flash alarms within one (1) hour and notify the DEPARTMENT and the Illinois Commerce Commission of any malfunction with railroad preemption equipment.

Traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals shall not be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission. The interconnect controller cabinet shall display the location, the minimum preemption time and the railroad and the Department twenty-four-seven contact phone numbers. The display stickers one for the signal cabinet and another for the railroad bungalow will be furnished by the DEPARTMENT.

8. **DAMAGE REPAIRS**
Repair or replace any or all equipment damaged by any cause whatsoever within the time shown in the Response Table. Replaced equipment shall be new.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>RESPONSE TIME</th>
<th>SERVICE RESTORATION</th>
<th>PERMANENT REPAIR (calendar days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cabinet</td>
<td>1 hour</td>
<td>24 hours</td>
<td>21 days</td>
</tr>
<tr>
<td>Controllers and Peripheral Equipment</td>
<td>1 hour</td>
<td>4 hours</td>
<td>21 days</td>
</tr>
<tr>
<td>System Detector Loop</td>
<td>1 hour</td>
<td>NA</td>
<td>7 days</td>
</tr>
<tr>
<td>All Other Detectors</td>
<td>1 hour</td>
<td>NA</td>
<td>21 days</td>
</tr>
<tr>
<td>Signal Head and Lenses</td>
<td>1 hour</td>
<td>4 hours</td>
<td>7 days</td>
</tr>
<tr>
<td>Aviation Red Beacon</td>
<td>1 hour</td>
<td>4 hours</td>
<td>7 days</td>
</tr>
<tr>
<td>Mast Arm Assembly and Pole</td>
<td>1 hour</td>
<td>4 hours</td>
<td>7 days</td>
</tr>
<tr>
<td>Traffic Signal Post</td>
<td>1 hour</td>
<td>4 hours</td>
<td>7 days</td>
</tr>
<tr>
<td>Cable and Conduit</td>
<td>1 hour</td>
<td>4 hours</td>
<td>7 days</td>
</tr>
<tr>
<td>Interconnect and Telemetry</td>
<td>1 hour</td>
<td>4 hours</td>
<td>7 days</td>
</tr>
<tr>
<td>Graffiti Removal</td>
<td>NA</td>
<td>NA</td>
<td>7 days</td>
</tr>
<tr>
<td>Misalignment of Signal Heads</td>
<td>1 hour</td>
<td>4 hours</td>
<td>4 hours</td>
</tr>
<tr>
<td>Closed Loop Monitoring System</td>
<td>1 hour</td>
<td>24 hours</td>
<td>14 days</td>
</tr>
<tr>
<td>Post and Poles Plumb Vertically</td>
<td>NA</td>
<td>NA</td>
<td>21 days</td>
</tr>
<tr>
<td>Controller, Post &amp; Pole Foundations</td>
<td>NA</td>
<td>NA</td>
<td>21 days</td>
</tr>
<tr>
<td>Complaints, Calls, Controller or System Alarms, Timing, Phasing, Programming</td>
<td>1 hour</td>
<td>4 hours</td>
<td>NA</td>
</tr>
<tr>
<td>Patrol Truck Deficiencies</td>
<td>NA</td>
<td>24 hours</td>
<td>24 hours</td>
</tr>
<tr>
<td>Signal Heads Visibility</td>
<td>1 day</td>
<td>2 days</td>
<td>14 days</td>
</tr>
</tbody>
</table>
9. ACCIDENT DAMAGE
   Be responsible to make recovery for damage to any part of the installation or system from the
   party causing the damage. Document damage to facilities and notify the Department of the
   damage to determine the required repair or replacement.

   Whenever third-party claims cannot be recovered, the GOVERNMENTAL BODY shall share in
   the loss in accordance with the percentages shown in Exhibit A.

10. TEMPORARY TRAFFIC CONTROL.
    Provide temporary traffic control during a period of equipment failure or for when the controller
    must be disconnected. This may be accomplished through the installation of a spare controller,
    placing the intersection on flash, manually operating the controller, or manually directing traffic
    through the use of proper authorities.

    When work is within the traveled way, provide protection for workers and for traveling public by
    providing adequate traffic control. The traffic control shall conform to the latest edition of Manual
    on Uniform Traffic Control Devices.

11. EMERGENCY PERSONNEL.
    Provide skilled maintenance personnel who will be available to respond within one (1) hour to
    emergency calls. This may be provided by agency forces, contract, or maintenance agreement.
    Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered
    emergencies.

B. AS REPORTED OR OBSERVED

1. SIGNAL ALIGNMENT
   Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller
   cabinets, signal posts and controller pedestals should be tight on their foundations and in
   alignment.

2. CONTROLLER PROBLEMS
   Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that
   they are functioning properly and make all necessary repairs and replacement.

3. LED SIGNAL HEAD AND LED MODULE REPLACEMENT
   An LED module shall be considered failed and shall be replaced if at least one-fourth of the
   signal indication is dark or if the module fails to meet ITE specification on minimum maintained
   luminous intensity.

   Replace failed modules for all red signal indications within twenty-four (24) hours of notification
   of failure or on the next business day following the notification. However, if two or more red
   indications for an approach are failed, these modules must be replaced as soon as possible, and
   under no circumstances longer than twenty-four (24) hours after notification. Replace all other
   failed modules within forty-eight (48) hours or next business day of notification of failure.

   Provide replacement LED modules and LED signal heads that fully comply to the latest
   applicable Institute of Transportation Engineers (I.T.E.) specifications.

4. PAINTING
   Painted signal components shall be repainted as necessary per the paint system's
   manufacturer's requirements.

5. The GOVERNMENTAL BODY shall also be responsible for maintenance of the
    installed street name signs on approaches to a State highway from a local road.
    Because of the value of street name signs to motorists, the GOVERNMENTAL
    BODY local agencies shall provide such signs at all named State highway
    intersections.
C.  WEEKLY

1. MASTER CONTROLLER SYSTEMS
At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central and closed loop signal system management software (Aries, Tactics, Centracs, etc.) on a PC or a server so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

Ensure that communications to master controllers and central signal systems (telephone lines, radio broadband connections, etc.) are functioning and report issues to service providers for repair. Where applicable the GOVERNMENTAL BODY shall utilize JULIE for locate services.

D.  BI-MONTHLY (Every 2 months)

1. CABINET INSPECTION
Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times. Replace filters per manufacturer's recommendations.

2. OBSERVE SIGNALS
Observe the signals at the time of the bi-monthly cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING
Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-monthly.

4. VIDEO DETECTION TESTING
Inspect, maintain, and clean all video detection and surveillance systems bi-monthly or as needed, to achieve clean lenses, and adjust for proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. CONTROLLER CHECK
When controllers malfunction, they shall be removed, repaired, and bench checked. The controllers shall not be removed for annual maintenance inspections.

This bi-monthly check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during the bi-monthly cabinet inspection.

6. FUSE AND BREAKER CHECKS
Fuse and breaker checks should occur during the bi-monthly cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.
E. ANNUALLY

1. SIGNAL HEADS VISIBILITY
Remove any obstruction blocking the line of sight of the traffic signal face to the motorist, including snow and ice. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banner blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

2. ANNUAL HARDWARE INSPECTION
Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close-up arm’s length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), take corrective action in a timely manner.

3. ANNUAL CONFLICT MONITOR AND MMU TEST
Test all conflict monitors and MMUs once every two years in accordance with manufacturer recommendations. Failed conflict monitors or MMUs shall be replaced with new units.

The GOVERNMENTAL BODY, upon request, shall submit copies of the CMU/MMU test reports to the DEPARTMENT. These reports shall be maintained pursuant to Part 2, Paragraph E., “Records Preservation” of the AGREEMENT.

4. PAVEMENT MARKINGS
Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.
TO: The City Council
FROM: Rahat Bari, City Engineer
DATE: May 7, 2021
RE: Resolution 21-050-R Authorizing a contract with Dynamic Ratings Inc to provide and perform monitoring equipment installation at Paramount Substation and Main Substation for an amount not to exceed $139,328

The Dynamic Ratings Transformer Monitor performs monitoring, control, and communication for our substation transformers. One of the sensors for this monitor is a Morgan Schaffer Calisto 2 Dissolved Gas Analyzer. The dissolved gas analyzer continually monitors the oil in the transformer for hydrogen, carbon monoxide, and moisture. These substances, dissolved in the oil, indicate problems developing inside the transformer. The Calisto and all other sensors are connected to the Dynamic Ratings unit, which collects, analyzes, and forwards the data to the SCADA System.

Any Substation Transformers purchased after 2005 are equipped with these units. The transformers that have these units are NE Sub Transformer 1, NE Sub Transformer 2, NE Distribution Sub, SE Sub Transformer 1, McKee Sub Transformer 2, and Cherry Park Sub Transformer. The following transformers do not have these units - Paramount Transformer McKee Transformer 1, and Main Sub Transformer. Through this project, Dynamic Ratings will be providing and installing monitoring system along with Calisto for Paramount substation and Main Substation transformers. The last transformer that needs to get this installation will be McKee Transformer and staff is planning to bring this back to the City Council later this year.

Attached is the E-Series Brochure which describes the Dynamic Ratings Unit in detail. Some of the highlights are:

- Reliability Improvement – continuous monitoring and notification
- Maintenance Savings – analytics and predictive maintenance
- Realizing True Capacity – real-time measurement of operational parameters
- Monitor and Control of the Load Tap Changer (Voltage Control)
- Monitor and Control of the Cooling System
- Monitor of the Dissolved Gas Analyzer
- Monitor of all transformer alarms
- Communication with the SCADA System
The company’s Americas Headquarters is in Sussex, WI and we will be serviced from that office. These units do have a considerable lead time and we want to perform the upgrades before fall.

The cost of these monitoring equipment installation is included in 2021 budget.

Account Number: 21-61-6435
Budgeted Amount: $140,000

**Staff recommendations:**

Staff is recommending Resolution 21-50-R Authorizing a contract with Dynamic Ratings Inc to provide and install monitoring equipment installation at Paramount Substation and Main Substation for an amount not to exceed $139,328.

Attachments:

1. Resolution 21-50-R
2. Contract
CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-50-R

RESOLUTION 21-050-R AUTHORIZING A CONTRACT WITH DYNAMIC RATINGS INC TO PROVIDE AND PERFORM MONITORING EQUIPMENT INSTALLATION AT PARAMOUNT SUBSTATION AND MAIN SUBSTATION FOR AN AMOUNT NOT TO EXCEED $139,328

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 owns and operates an electric transmission and distribution network; and

WHEREAS, the City of Batavia has identified the need to install monitoring equipment at the Paramount and Main substations; and

WHEREAS, Dynamic Ratings Inc. has the expertise to perform the work specified; and

WHEREAS, Dynamic Ratings Inc. has submitted a cost proposal of $139,328 to perform the work; 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 a contract, attached hereto as Exhibit 1, with Dynamic Ratings for an amount not to exceed $139,328.
PRESENTED to the City Council of the City of Batavia, Illinois, this 17th day of May 2021.

PASSED by the City Council of the City of Batavia, Illinois, this 17th day of May 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of May 2021.

______________________________
Jeffery D. Schielke, Mayor

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<tr>
<th>Ward</th>
<th>Alderperson</th>
<th>Ayes</th>
<th>Nays</th>
<th>Absent</th>
<th>Abstain</th>
<th>Alderperson</th>
<th>Ayes</th>
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</table>

Mayor Schielke

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

ATTEST:

______________________________
Kate Garrett, City Clerk
Exhibit 1
AGREEMENT

THIS AGREEMENT, made this 17 day of May, 2021 by and between the CITY OF BATAVIA, (hereinafter referred to as the “City”), and Dynamic Ratings Inc, (hereinafter referred to as the “Company), with regard to certain services in connection with the Dynamic Ratings Model E3-9200 installation at Batavia Paramount and Main Substations Project (hereinafter referred to as the “Project”).

NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, agree 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 April 29, 2021, attached hereto Exhibit 1 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.

The Contractor and each of his Sub-Contractors shall pay each of his 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.

8. 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 will not exceed $139,328.

   c. 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.

   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.

9. 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.

10. The Company shall secure and maintain in force throughout the duration of this Agreement, Comprehensive General Liability including Products Liability/Completed Operations insurance naming the City as an additional insured written on an occurrence basis with a minimum coverage of $1,000,000 per occurrence and $2,000,000 policy limit, including Broad Form Contractual Liability insurance, in an amount not less than $1,000,000 per occurrence and $2,000,000 policy limit subject to the terms and conditions of the policy.

The Company shall secure and maintain in force throughout the duration of this Agreement, Automobile Liability insurance in an amount not less than $1,000,000
combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.

The Company shall secure and maintain in force throughout the duration of this Agreement, Umbrella or Excess Liability coverage of $2,000,000.

The Company shall secure and maintain in force throughout the duration of this Agreement, Workers’ Compensation insurance, as required by statute, by an insurance company licensed to write worker’s compensation in the State of Illinois. Employer’s Liability, in an amount not less than $500,000 each accident, $500,000 disease-policy limit and $500,000 disease-each employee.

The insurance provided by Company shall be primary, and not contributory to any insurance purchased by the City. All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A. The certificate of insurance shall provide that it 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.

If the Company is providing architectural, engineering, or surveying services, Company shall also file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage.

In the event the City requires contractors or subcontractors working on City projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the City as an insured, the City shall require said contractors or subcontractors to name the Company as an additional insured.

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

12. 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.

13. 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.

14. 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.

15. The Company shall indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by the negligent act, omission, or failure of the Company, its officers, agents and employees, in performing the work required by this Agreement.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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,

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.

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

22. 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.
23. An 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: Rob Schroeder
Dynamic Ratings Inc
256 W24789 N. Corporate Circle
Sussex, WI 53089

If to the City: City of Batavia
Attention: City Clerk
100 North Island Avenue
Batavia, IL 60510

with copies to: City of Batavia
Attention: Rahat Bari
200 N. Raddant Road
Batavia, IL 60510

and: City of Batavia
Attention: City Attorney
100 North Island Avenue
Batavia, IL 60510

24. 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.

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

26. 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, Company,

By: __________________________ By: __________________________
Mayor President
May 17, 2021
CITY OF BATAVIA, ILLINOIS, RES 18-39-R EXHIBIT 1
Re: Dynamic Ratings Model E3-9200 installation at Batavia Substations

Attest: Attest:

By: __________________________ By: ________________________________

City Clerk Secretary
Comprehensive Transformer Monitoring
Dynamic Ratings Model E3-9200

We are pleased to offer to you a comprehensive transformer monitoring system that will provide monitoring of the transformer loading, temperatures, and other critical data points through a single platform.

ITEM 1: DR-E3 Series Comprehensive Monitoring System (Paramont and Main Substation):

DR-E3-9200 Scope of Supply will Include:

➢ Engineering: We will review your control drawings and create a set of wiring diagrams in DR standard drawing format to match your control scheme and your specific alarms.
➢ Programming: We will completely program and test the control prior to shipment.
➢ Hardware: All controls will be provided in our standard 28"x28" subpanel for installation in a 30"x30"x12" enclosure with heater and thermostat. Enclosure to be mounted on a dual I-Beam rack.
➢ Support: Installation service options are quoted below.

➢ E3 with options noted as follows:
  o Dynamic Rating, Monitoring, Control and Communication (DRMCC) system:
    • Local User Display:
      The user display includes an LCD display, pushbuttons, keypad and status LED’s will be provided for installation in the swing panel of the cabinet.
    • Control Unit (CU):
      The CU provides the connection point for all the sensors and IEDs. The base unit will include:
      ❖ Universal Power Supply Module (AC or DC)
      ❖ 1 E3 CPU Module
        o ST Fiber Ethernet – SCADA Connection (Modbus, TCP/IP, IEC61850)
        o System Alarm Contact
      ❖ 1 Multi-Port Module
        o Port 0: Fiber Optic Card - SCADA
        o Port 1: RS485 Card - SCADA
        o Port 2: Fiber Optic Card - Spare
        o Port 3: RS485 Card - DGA Connection
        o Port 4: RS485 Card - Dynamic Ratings Tap Position Sensor
        o Port 5: Spare
        o Port 6: Spare
        o Port 7: AC Input Card - LV X2 voltage and current
      ❖ 2 Digital Input Modules
        o 12 Inputs per Module
        o Individually Isolated
      ❖ 1 Digital Output Module
        o 8 Form C Contacts per Module
        o Continuous or Pulse Output
      ❖ 2 Analog Input Modules
        o 2 CT Inputs per Module
        o 2 RTD Inputs per Module
        o 2 4-20 mA DC Analog Inputs per Module
      ❖ Load Monitoring
        o LV X2 Phase Current and Voltage
❖ Thermal Monitoring
  o Ambient Temperature
  o Top Oil Temperature
  o Main Tank Temperature
  o LTC Tank Temperature
  o Calculated winding temperatures for LV, HV and TV (if applicable)
  o Calculated loss of life for each winding based on either IEEE or IEC algorithm.
  o Calculated dynamic rating of the transformer
  o Calculated maximum time remaining at present load
  o Dynamic “what if” calculations
❖ Cooling System Monitoring
  o Fan Current for up to 2 Cooler Groups
  o Fan Contactor status
❖ Control and form C relay output contacts.
  o Cooling Control – Fan stage 1
  o Cooling Control – Fan stage 2
  o LTC Raise contact
  o LTC Lower contact
❖ LTC Monitoring
  o LTC Temperature
  o LTC Tap Position Via Dynamic Ratings Tap Position Sensor
❖ On-line DGA
  o Connection to Customer Supplied DGA
❖ System Alarm contact from CPU module
❖ 24 Volt Power Supply

➢ Loose Equipment/Sensors:
  • (1) [SE-070] Ambient Temp RTD with weather shield housing
  • (3) [SE-060] Cut-to-Length RTD Probe – Single Element with Connection Head
  • (3) [CT-F] Fixed Core CT – Ratio TBD
  • (1) [SEN-0001] Dynamic Ratings Tap Position Sensor
  • Assorted Conduit for Installation
  • (1) Dual I-Beam Rack for Installation
  • Assorted Misc Equipment for Installation

Monitoring System Total Investment (Per Transformer): $35,638*
(As Described Above)

Shipment Lead Time: 8 weeks ARO*

*Transformer Data & Customer Drawings must be supplied no longer than 1 weeks ARO. This lead time may be adjusted based on current factory loading conditions. Contact factory for current lead time information.
ITEM 2: [190-CALIS-DR] Morgan Schaffer Calisto 2 (Per Transformer): $18,026
   (Hydrogen, Carbon Monoxide and Humidity)
   o (2) Stainless Tubing, 3/8” OD, 2” Long for Isolation Valve
   o (2) Swagelok Isolation Valves
   o Includes SC fiber optic Ethernet connection
   o Installation manual
   o Calisto Manager Software and User Guide
   o (2) All Metal Corrugated Hose with Braid, Instrumentation Fittings (M), 3/8”, Length TBD
   o 2 year warranty
   o (Lead Time: 12 Weeks ARO)

ITEM 3: Turnkey Installation and Commissioning (Per Transformer): $16,000
   o Walkdown of DR250 & DR252
   o DR to install and commission the DR-E3, Calisto 2 and all associated sensors. This is planned to take (2) Field Service Engineers (3) days on site.
   o Installation of (1) I-Beam Rack for E3 and DGA. (Provided Above)
   o Connection to existing power and communication cables.
   o Dynamic Ratings will supply up to 200’ of control wire, power wire, and 3-pair shielded wire for CTs.
   o Dynamic Ratings will use rigid conduit (Provided Above).
   o Weekend or holiday work or travel days, if agreed to by Dynamic Ratings, will be charged an additional $1,600 per day.
   o Work delays due to lack of site readiness will be billed at $1,600 per day.
   o DR Service schedule must be planned 6-8 weeks in advance.

E3, Calisto and Turnkey Installation Total Investment (Per Transformer): $69,664
   (Includes: ITEM 1, ITEM 2 and ITEM 3)

Service Scheduling Lead Time: 6 Weeks Before Installation
Dynamic Ratings Products and Services Terms and Conditions

1. DEFINITIONS
   b. Buyer – Buyer of products and/or as listed on the quotation and purchase order.
   c. End User – The end user of products and/or services.
   d. Customer – Buyer or End User receiving products and/or services
   e. Quotation – The accompanying quotation and these terms and conditions.
   f. Purchase Order – The accompanying Purchase Order and these terms and conditions.
   g. Products and services – Any products and services as described in the quotation from the Seller.

2. AGREEMENT. All sales including products and services made by the Seller to the Buyer are made according to the Dynamic Ratings Inc Product and Services Terms and Conditions notwithstanding anything to the contrary in Buyer’s purchase order or any other document received from the Buyer.

3. CANCELLATION OF PURCHASE ORDER. The accompanying Purchase Order and these terms and conditions and any Seller approved attachments in writing.

4. INTELLECTUAL PROPERTY. The design of Seller’s products, software, and documentation remain the intellectual property of Seller. Software includes the original, whole, and partial copies of software. Seller shall not be used, copied, modified, transferred, distributed, reverse engineered, reverse compiled, altered, sublicensed, rented, or leased. The Buyer does not purchase any rights in any copyright, patent, trademark, or trade secret to products, software, or documentation. Buyer is granted a non-exclusive license to use the software in the products for the life of the hardware. Buyer may transfer all license rights and obligations to another party by transferring the hardware and a copy of this document. This transfer terminates the rights of the original Buyer.

5. PRICING. All prices quoted in USD unless otherwise specified on the quotation. Prices do not include any applicable taxes. If Buyer is tax exempt, Buyer must furnish a tax-exempt certificate the time the order or taxes will be added to the invoice.

6. PURCHASE ORDER/CONTRACT. The purchase order/contract should reference the Dynamic Ratings quote number.

7. CONTACT OBLIGATION. If Buyer is unable to fulfill the contract obligations including causing delays/breaks in Sellers work schedule and/or being in a default payment status, Seller reserves the right to withdraw the contractual obligation. Any additional costs incurred are the responsibility of the Buyer.

8. PAYMENT TERMS. Unless otherwise specified, the payment terms are net 30 days due at time of shipment of products and/or completion of service, subject to credit approval. Payments beyond 30 days are subject to 18% interest rate per year (or the maximum rate permitted by law) due on balance. The preferred payment method is by check. Other acceptable methods are wire/bank transfers and credit card. Please include the invoice number(s) on checks and wires. The banking information for wire transfers is: Company Name: Dynamic Ratings Inc., Bank Name: Town Bank, 731 N Jackson St., Suite 100 Milwaukee, WI 53202 USA, Phone: +1 (414) 255-1007, Routing number: 075917843, Swift number: TOWNUS44, Account number: 156178, Iban: N/A.

9. SHIPMENT. All products are shipped EXW: Sussex, WI unless stated otherwise in the quotation.

10. CANCELLATION/RESCHEDULING. Unless otherwise noted in the quotation, the following cancellation schedule is applicable to purchased products: 10% cancellation fee if cancelled within 1 week of receipt of order or 7 weeks before shipment, whichever comes first; 25% cancellation fee if cancelled after 1 week of receipt of order or 6 weeks before shipment, whichever comes first; 75% cancellation fee if cancelled after 2 weeks of receipt of order or 5 weeks before shipment, whichever comes first; 100% cancellation fee if cancelled after 3 weeks of receipt of order or 4 weeks before shipment, whichever comes first. Unless otherwise noted in the quotation, the following cancellation/reschedule charge is applicable to purchased services: $2,000 cancellation/reschedule fee if cancelled within 2 weeks of scheduled service.

11. WARRANTY. Seller warrants its products to be free of design or manufacturing defects for a minimum of 2 years or per the terms as specified in the quotation. In the event an item supplied is found to be defective, under proper use and in accordance with the user manual and other documentation issued by Seller, it shall be returned to Seller at Buyer’s expense. It may be replaced by a new item or reworked to comply with specification, or the Seller may opt to refund the purchase price. Defects shall be reported to Seller within 7 days of being first noticed and within the warranty period. Any unauthorized repairs, alterations, mishandling, incorrect/improper installation, or incorrect external connections, operation, or maintenance will invalidate warranty. Third party propriety products supplied by Seller as part of a project shall be warranted by their respective manufacturers or distributors terms.

12. LIQUIDATED DAMAGES. Seller is not liable for any liquidated damages.

13. OTHER LIABILITY. If a component supplied by the customer is damaged by Seller during service work, Seller will either pay compensation or repair the component free of charge.

14. RESTRICTION OF LIABILITY. Apart from the rights to which it is entitled as the terms and conditions, the customer may not make compensation claims against Seller or lodge any other rights due to any disadvantages related to the work and products, regardless of the legalities on which they are based. Seller shall not accept any liability for indirect or direct personnel or property damage, cost of outages, whether foreseeable or unforeseeable, or incidental damages or lost profits, cost of outages, whether foreseeable or unforeseeable. Seller recommends that the customer takes out a suitable liability and property insurance policy.

15. COMPENSATION BY THE CUSTOMER. If at no fault of Seller, the customer shall be obliged to compensate Seller for this loss. Damage caused by the normal usage shall not be considered in this respect.

16. ANTI CORRUPTION/ANTI BRIBERY. Seller has not and will not directly or indirectly offer or pay, or authorize such offer or payment of any money or anything of value in an effort to influence any government official or any other person in order for Buyer to improperly obtain or retain business or to gain an improper business advantage. Conversely, Seller has not and shall not accept such a payment from any person or entity. Seller agrees that Seller has not given anything of monetary value to the Buyer or its employees or any other party in relation to the Purchase Order or its fulfillment.

17. FORCE MAJESTUE FOR PRODUCTS. No Party shall be liable for any failure to perform or any delays in performance if such failure or delay is due to any causes that are beyond its reasonable control, including, without limitation, such causes as acts of God, natural disasters, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or administrative body, embargo, acts of government, war (whether or not declared), acts of terrorism, or other similar causes (“Force Majeure Event”). In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and the affected Parties shall agree to a reasonable solution.

Jason Bates
Application Engineer
Tel: (262) 746-1230
Fax: (262) 746-1232

N56 W24879 N. Corporate Circle, Sussex, WI 53089 – Phone: (262) 746-1230 – Fax: (262) 746-1232
Features & Benefits

- Flexible & Modular Hardware Platform
- Engineering Support
- Advanced Analytics
- Superior Sensor Designs
- Strategic Asset Management Software
Dynamic Ratings advanced design and precisely implemented transformer monitoring, control and communication systems provide users with many benefits.

- **Reliability Improvement**
  With improved on-line condition based data, users receive condition based alarms when problems first arise allowing problems to be detected early and appropriate actions to be taken before problems escalate.

- **Maintenance Savings**
  The advanced analytics within the monitoring system filters through the condition data to automatically identify issues requiring maintenance attention. This allows the Operations & Maintenance crews to focus on resolving problems rather than consuming resources to manually collect data for off-line condition assessment and provide an optimal platform for condition based maintenance.

- **Realizing True Capacity**
  The real-time measurement of operational parameters allows the dynamic rating of the transformer to be determined and optimal performance realized.
MONITORING, CONTROL, COMMUNICATION

Monitoring
- Temperature
- Cooling System
- DGA
- Bushing
- Partial Discharge
- LTC
- Alarms

Control Functions
- Cooling Control
- Voltage Control including the following paralleling methods:
  - Circulating Current
  - Master Follower
  - VAR Sharing
  - Reverse Reactance

Communication
- Local or remote user display
  - RS-232, USB or Ethernet
  - Data Download & Configuration
  - DGA Sensors
  - Any other IED’s
- Serial
- Ethernet
- WAN
- SCADA (RTU)
  - PCS, Fiber, RS-485, RS-232 or Wireless
  - Modbus, DNP
  - PCS, Fiber, Wire or Wireless
  - Modbus, DNP or IEC61850
  - Ethernet TCP/IP
- LAN/WAN/HMI
- Remote PC
  - Data Download, Configuration & View Web Pages
  - RS-232, USB
  - Modem
**USER INTERFACE**

### Graphical Display
- Provides faster interpretation of data and reduces the chance of data entry errors.
- Historical data is presented in a graphical format to easily indicate trends.
- Voltage and control settings are drawn graphically for easier system testing.
- Adjustable font size allows the user to choose the optimum balance between easy visibility and quantity of content per screen.

### Summary Status LEDs
Summary Status LEDs provide quick status indication.

### Swing Panel Mounting
The display provided is connected to the main control via a single connection. The user display can be installed in a readily accessible location such as on a swing panel. This allows all control and monitoring connections to be made directly to the main control assembly typically installed on the back panel of the control cabinet. With this approach, the critical control and monitoring connections are not subject to stress when the swing panel is opened and closed.

### Multi-Level Password Management
A multi-level password management system provides the appropriate level of access to different user groups. The responsibilities for each user group can be defined by the user.

### Smart Menu Buttons
- F1, F2, F3 and F4 keys allow for dynamic system navigation.
- Fast and easy menu navigation provided through two hardcoded keys “0 and 1” and eight user defined smart keys “2 - 9.”
- Easy access to your programmable favorites.
- Customized maintenance inspection screen to simplify data entry for your crews.

### Full Numerical Key Pad
Secure password entry and setting changes are made faster and easier with a full keypad. Audible feedback is provided following each key stroke to help prevent entry errors.

### Weather Resistant Design
Since the swing panel of the transformer cabinet can extend out past the cover of the control cabinet, the installation of the main control on the cabinet’s back panel provides additional protection from rain, thus protecting both the main control and all the connections.

The user display will withstand ambient temperatures of -40°C to +85°C and its operating temperature range is -20°C to +70°C. For more extreme operating temperatures, the remote user display option is recommended.
USER INTERFACE

Recommended Operator Actions
Additional information is presented based on alarm or status conditions and provides:

- Safety warnings
- Diagnostic interpretation
- Troubleshooting tips

Alarm Diagnostics
Easy access to alarm details provides:

- Alarm grouping
- Alarm status
- Last occurrence of the alarm
- Number of occurrences of the alarm
- Duration before it was acknowledged

Remote User Display (Optional)
A rack mount LCD and keyboard combination provide a convenient way to view monitored hardware status in a control room. The remote hardware does not utilize a PC operating system. Therefore, it eliminates security and operating system maintenance issues. A dedicated communication line (PCS, fiber, wire or wireless) is used to display and navigate the graphical pages served by the Dynamic Ratings control.

A single remote screen may be used to view the information on one or more monitoring systems. The system can be specified to use a touch screen, trackball, touchpad, pressure sensitive pointer, or stand alone mouse.

For control rooms where rack space is limited, a folding LCD display is available.
Main Processor (CPU)

Quick and Easy Data Download
USB ports with auto-detect feature allows files to be easily downloaded directly to a USB drive.

Setup and Configuration
Connection for setup, configuration or downloading files can be made using either the USB ports, Serial, Copper Ethernet or Fiber Ethernet ports.

Links to other Peripherals
The USB type B ports allow the use of USB data connections to other smart sensors (IED’s).

Ethernet Link Via Copper or Fiber
Ethernet link supports simultaneous SCADA communications and multiple connections for the built-in web pages.

Self-Maintained Hardware Clock
Real-time hardware clock provides time and date stamped data storage and event recording. The clock can be synchronized via DNP, Modbus, NTP and is maintained when the SCADA link is down or the control is powered off.

System Health Alarm Contacts
A Status relay provides an indication of loss of power or monitoring system failure.

Non-Volatile Data Storage
1 gigabyte industrial flash card provides non-volatile data storage at user defined intervals.

Meets Industry Standards
Safety compliant to IEC 61010-1
EMC compliant to EN 60870-2-1
Any combination of the option cards can be used to populate the eight port multi-port module.

**OLTC/LTC Motor Current Monitoring**

Provides early indication of OLTC/LTC drive or OLTC/LTC motor problems by monitoring the OLTC/LTC motor current and voltage and alarming on any unexpected deviation.

**Dual CT**

Two current inputs can monitor transformer load, fan current, pump current or other AC current signals.

**Dual PT100 RTDs**

Two, three-wire RTD inputs can monitor top oil, bottom oil, ambient, OLTC/LTC temp, main tank temp, cooler inlet/outlet or any other temperature.

**AC Input**

Measures AC Volts and AC Current and calculates Watts and VARS.

**RS-232**

Connection to a modem or other serial device can be made using this EIA232 compatible connection.

**RS-485**

Connection to SCADA or other serial devices can be either two-wire or four-wire with this EIA485 compatible connection.

**Serial Fiber Optic**

Serial connections to SCADA are supported using this port, compatible with multimode 50/100 & 62.5/125mm and ST Connectors.

**DC Analog**

Two DC analog signals can be monitored with ranges of 0-1mA, 4-20mA, & 0-10VDC.
Digital Input Modules
Each input module provides 12 digital inputs for monitoring the status of alarm contacts, switch positions, contactor status or other status points. The system can be expanded by adding any combination of modules.

Individually Isolated
Each input is isolated to 2.5kV AC for 60 seconds and 5kV impulse. Individual isolations allow the use of different AC or DC sources for wetting voltages up to 250 VAC or VDC.

Individual LED Status Indication
Status indication LEDs for each input provides a user friendly feature for field technicians.

Digital Output Modules
Each output module provides eight form C outputs for cooling control, voltage control, audible alarm or panel lights.

Form C Contact Design
Each relay output has both NO and NC contacts and is individually isolated to 2.5kV AC for 60 seconds and 5kV impulse. Each output can be configured for either continuous or pulse output with adjustable pulse duration. Contacts are rated for 6A @ 250 VAC / 6A @ 30 VDC and 0.4A @ 125V DC resistive / 0.15A @ 125V DC inductive.

Analog Input/Output or Input Only Modules
Each Analog Input module provides six inputs including two AC current inputs for monitoring transformer load, fan/pump current or other AC currents, two PT100 RTDs (three-wire) input for monitoring temperatures and two DC analog inputs for any DC sensor such as tap position, nitrogen pressure or other analog signals. DC analog inputs can be configured for 0-1mA, 4-20mA or 0-10VDC.

Analog Input/Output
Analog Input/Output modules include the above inputs plus eight analog outputs per module with a 4-20mA DC output supporting a burden of up to 400W. Accuracy +/- 0.2% of range (plus CT, RTD, sensor and transducer errors).

Individually Isolated
Isolation between circuits and to ground is 2.5kV AC for 60 seconds and 5kV impulse.

Universal Power Supply Module
The power supply module allows operation with DC or AC sources ranging from 48 to 275 V DC and from 60 to 275 VAC at 50 or 60Hz.

Minimal Power Consumption
Typical system consumption is only 50W providing minimal impact when powered by a DC station battery system.
Fiber Optic temperature probes provide direct winding temperature measurement. This modular add-on to the DR-E3 system provides an economical solution with the following advantages:

- Close monitoring of the winding hot spot on critical transformer applications including large Auto, GSU, mobile or other critical installations.
- Collection of precise winding hot spot data to develop an optimally refined winding hot spot model. This model is copied to the Dynamic Ratings control system on all thermal duplicates gaining the accuracy of fiber optics on multiple units with minimal expense.

**Specifications**

- Measurement Range: -30 to +200°C
- System Accuracy: ± 2°C or 1% of full scale
- Operating Range: -40°C to +70°C
- Probes: 4 temperature probes per module. The standard Dynamic Ratings system can accommodate up to 3 modules (12 probes).

**Operational Description**

The fiber optic temperature measurement system utilizes LumaSense patented Fluoroptic® technology.
BUSHING HEALTH MONITOR

Unique Features
Continuous online monitoring of bushings provides asset owners with real-time information of bushing capacitance and power factor which can result in early detection of possible failure.

• Employs three levels of protection including a fail safe circuit.
• Unique bushing sensor design provides the signal for both bushing health and PD analysis.
• Calculates and reports capacitance and power factor of each bushing using data received from the Type BAU Bushing Sensors connected to the bushing capacitance tap.
• Reports both the magnitude of the sum of currents (severity of the defect) and vector information (provides the ability to determine which bushing has the defect).
• Utilizes dynamic operating parameters such as top oil temperature, humidity and load current from the DR-E3 system.
• Automatic behavior learning upon commissioning with load, humidity and temperature. Unit alarms when behavior is outside the learned responses.
• Available as a stand alone system or as a fully-integrated module for use with the E3 DRMCC system.

How it Works
Currents flowing through the bushing taps are proportional to the C1 capacitance and dielectric losses (Power Factor) of each bushing. By summing the currents from a bushing set, a signal proportional to the health of the bushings is provided. The system consists of four main components; Sensors installed in each bushing capacitance and/or voltage tap; Balancing Unit (K), Summation Unit (∑) and a Null Meter which measures the sum of the three currents.

During the commissioning of the system, the null meter is balanced to create a base line of zero (or null). If the capacitance and/or the power factor of a bushing changes, the null meter will no longer be null. The magnitude of the output represents the severity of the problem and the vector output indicates which bushing is deteriorating and whether the power factor and/or capacitance is changing.
**Partial Discharge Monitor**

The Dynamic Ratings Partial Discharge Monitor (PDM) directly measures electrical partial discharges (PD) in power transformers and electrical power apparatus. Connection to the bushing capacitance taps provides a direct path for the PD signals and enables the system to see much further inside the transformer. Advanced noise cancellation technologies utilized in the Dynamic Ratings PDM enables the system to automatically differentiate between internal and external signal sources.

When PD occurs inside the core and coil assembly, detection via acoustic monitoring is more difficult. Use of the PDM directly measures the electrical signatures caused by a PD event.

**Key Features Include:**
- 15 PD channels with simultaneous data acquisition on all channels
- Each channel is fully configurable.
- Two levels of alarms
- Configurable alarm for PD magnitude (mV or pC)
- Stores up to 2 years of data with standard configuration.
- Records pulse magnitudes and pulse counts
- Tracks full phase resolved data.
- Available as a stand alone system or as a fully-integrated module for use with the DR-E3 system.
- Enhanced noise cancellation technology

**Acoustic PD Measurement**

Dynamic Ratings also has an acoustic PD module available that can be combined with the electrical PD monitor.

The main sensors used for monitoring partial discharge are the Type BAU Bushing sensors, Radio Frequency Current Transformers and Rogowski coils. All are installed externally on the transformer.
ON-LINE DISSOLVED GAS AND MOISTURE IN OIL ANALYSIS

Data Consolidation

The open architecture design of the DR-E3 product allows the system to be integrated with a wide array of different monitoring devices including DGA and Moisture Monitors. The communication link to these devices utilize a serial link to ensure information is sent in digital format preserving the precision of the measurements and providing access to additional diagnostic information. Shown below are several of the many Dissolved Gas Analysis devices we support.

Consolidated Display of Data

The built-in web pages within the DR-E3 enable asset managers and other utility personnel with access to monitor the transformer from their desktop PC.

Data Analysis and Diagnostics

Built-in diagnostics within the DR-E3 utilizes the data from the peripheral devices, converting the raw data into useful and actionable information.

Correlation of Data

The internal data logging feature archives all information including the information from the peripheral devices into one common storage file. With the information consolidated, it is much easier to identify cause-effect relationships and to take corrective action to prevent the escalation of problems.

SCADA Simplification

Data is consolidated from the DR-E3 to the peripheral monitoring devices into one SCADA file. The alarms and status points can be grouped with other transformer information to generate common, major, and minor alarm groupings.

Common Local Display

The DR-E3 display consolidates all transformer alarms and information into the one graphical display. Responding to a substation alarm, technicians will be able to conduct an analysis, determine when the issue arose, and then clear any common alarms from the DR-E3 display.

Pass-Thru Communication

The DR-E3 can be used to communicate with a wide array of IED’s. For a complete list of supported devices please contact Dynamic Ratings.
Transformer Health Systems

The DR-E3 product is used to consolidate all of the alarm and status monitoring data from the transformer. As new technology continues to develop smart transformer health products, the DR-E3 has also expanded the communication and user display screens to provide easy access to these new systems.

Auto-Recharging Breather

Some auto-recharging breathers have monitoring and self diagnostics to verify proper operation. The DR-E3 system can be used to interrogate the breather providing diagnostic details such as humidity, regeneration state, error code descriptions and other details. Our analysis of the data helps identify when the silica gel is aged and no longer capable of proper regeneration.

OLTC Oil Filtration System

Oil filtration system monitoring provides remote indication of flow and pressure to identify when the filter needs to be changed and to identify leaks that would generate a loss of system pressure.

OLTC Contact Wear Sensor

Vacuum bottle contact wear sensors are available to measure the physical travel of the contact. A kit, including the fiber optic sensors, penetrators, and control module is available to add this feature to any existing or new OLTC.

Inert Air or N₂ Generation System

Cylinder pressure, tank pressure and alarms provide indication when the bottle needs to be replaced. On N₂ generation systems, the monitoring provides indication of proper system operation.

Customized Alarm Groups

Alarms can be grouped into an unlimited number of customer defined alarm groups. This allows the choice of transmitting all items as discrete points, only select items in detail, or use of internal logic for transmitting grouped alarms.

Logic Calculator

The control provides a logic calculator to allow customerstocustomizethe operation of the DR-E3. Thelogiccandrivealarms, control operations or trigger events.

Data Storage

Data storage is maintained in archives to provide historical trending, alarm tracking, diagnostic interpretation and cause-effect investigation. The data is saved in a CSV file format allowing it to be imported into a number of common software products.

Chronological Data Log

Data can be stored at a user defined interval for up to five years. Data points recorded are user defined. Default settings provide one year of data storage at one minute intervals with up to 200 data points recorded each minute.

Alarm Log

The alarm history file provides a time and date stamped record of when alarms became active, when they were acknowledged and when they cleared. The DR-E3 also provides alarm diagnostics indicating the total number of alarm occurrences for each alarm, time since last alarm occurrence, and duration the alarm is active while unacknowledged.

Event Log

Users can define any number of event logs to capture cause-effect diagnostic information. An event is any status change defined by a user that will initiate a “snap shot” record of a user defined set of variables.
COMMUNICATIONS SOLUTIONS

Communication Link

The DR-E3 is the communication hub for all monitoring and control functions, providing a single communication link to the customer network. The single link back to the control building can be serial or Ethernet. It can use Fiber, Copper, Radio or Powerline Communication System (PCS).

Protocols Supported

The DR-E3 can support multiple simultaneous communications as either a Master or a Slave device with the following standard protocols:

- IEC 61850
- DNP 3.0
- Modbus
- TCP/IP
  - FTP/SFTP
  - HTTP/HTTPS
- TELNET/SSH

Fiber Optics

The DR-E3 comes standard with a fiber ethernet port and can have serial fiber ports installed as needed. Both are compatible with 50, 62.5, 100 and 200 micrometer glass core multi-mode fiber. The connections are ST connectors.

Copper Connections

The DR-E3 comes standard with a wired Ethernet port and can have RS232 and / or RS485 ports installed as needed.

Radio Systems

Our standard serial radio is a frequency hopping spread spectrum system. The systems are customized for the installation and include radio’s, antennas, cables and connectors as needed.

Powerline Communication System (PCS)

All DR-E3 systems can use the DR Powerline Communication System. PCS is the industries secure, reliable and economical solution, whether communicating between devices or to a control building. PCS can be used to transmit serial or Ethernet data or both simultaneously.

PCS offers secure and reliable communications as an affordable alternative to installing new wire or fibre. PCS is a compact, substation hardened design with high data throughput over many physical configurations including:

- Peer to Peer
- Many to One

PCS transfers device(s) data via the native communications protocols, reliably and without interference. PCS installs rapidly. PCS power options include either a standard AC power cord or a Field Wiring plug as shown.

25% to 50% Less Cost Than Fiber

PCS installs in 15-30 minutes without the use of tools or specialized labor! At the transformer, an inductive coupler is installed onto an existing conductor. The transceiver encodes the data onto that conductor.

Inside the control building, an inductive coupler is used in conjunction with a second transceiver or a multiplexer to retrieve the signal and relay it onto the substation RTU or desired gateway.
Web Pages

**Built-in Graphical Pages**

Our built-in web pages provide the ability to easily drill down through the data in a very user friendly format.

**No Software Licenses Needed**

Accessing the built-in web pages does not require the installation of special software. They can be accessed using any standard web browser software as the pages are hosted from a built-in server, that can only be accessed through a secure connection.

**Security**

Built in security features include password protection, HTTPS, SSH & SFTP encryption. The DR-E3 can be configured to only permit connecting from a list or range of IP addresses.

**Auto-Generation of Web Pages and Graphics**

Enabled features automatically populate providing an easy to navigate system.

**Virtual User Interface**

A fully interactive representation of the user interface is included in the graphical interface accessed with the web browser. This provides superior support to the field operations group because engineers can utilize the same user interface without traveling to the substation.

**Easily Modified**

A graphical configuration tool provides easy configuration and editing of the configuration as needed.
**SENSORS**

Dynamic Ratings provides a variety of sensors useful in measuring the physical property (ies) of interest related to electrical apparatus operation. These sensors are part of a complete monitoring solution and convert the measured properties into a signal readily used by an observer or an intelligent device, such as DR Monitoring, Control and Communication Systems.

DR sensors are designed to be highly sensitive and accurate to the property of interest. Where industry could not provide sensors with the quality, accuracy and performance required in our customer’s harsh demanding applications, DR has developed and patented its own sensors to exceed industry standards for quality and performance coupled with ease of installation.

**Temperature**

The DR-E3 uses the industry standard PT-100 RTD sensor input directly to the control. External RTD transducers are not needed, saving cost and complexity.

**Thermal Well RTDs**

Our thermal well RTDs are provided with a spring loaded sensor to insure positive contact with the thermal well. This contact improves accuracy and system response rate.

**Magnetic Mount RTDs**

Our magnetic mount RTDs also use a spring loaded sensor tip to insure positive contact with the tank wall.

**Ambient RTDs – Radiation Shield Assembly**

The ambient temperature assembly utilizes a weather shield to provide protection from the effects of solar radiation and precipitation.

**Ambient RTDs – Std Enclosure Style**

Retrofit cabinets can be supplied with the more economical RTD assembly which utilizes the main enclosure as the shield for solar radiation and precipitation.

**OLTC/LTC Tap Position Sensor**

DR LTC position sensors are patented to provide superior accuracy and noise immunity in new or retrofit applications.

**DC Analog Sensors**

DC analog signals of 0-1mA, 4-20mA or 0-10VDC can be provided by resistor board sensors, Selsyn type sensors with transducer or from our own sensor utilizing vacuum sealed reed switches.

**BCD Sensors**

The digital input modules on the DR-E3 system can be used to decode a BCD sensor input.

**Current Monitoring (load/fan/pump)**

The DR-E3 system is supplied with current sensors for monitoring of the transformer load, fan currents, pump currents, and OLTC/LTC motor current. These sensors can be supplied in one of three designs.

**Split Core**

The split core CTs allow installation without the need to lift any wires, making installation into energized cabinets easier.

**Fixed Core**

The fixed core CTs also offer an easy installation with the added benefit of protecting the CT core from potential oxidation problems.

**PCB Design**

The PCB sensor assembly offers added flexibility in tuning the ratio to provide higher resolution for monitoring pump and fan currents. The CTs also offer improved accuracy for measuring the transformer load power factor.
Geomagnetic Induced Current Sensing (GIC)

The Dynamic Ratings patented GIC Sensors provide an easy and cost effective method of Monitoring a transformer’s DC neutral ground current produced by geomagnetic activity. DR GIC Sensors are engineered for the harsh utility environment with a rugged, industry accepted outdoor rated and UV stable housings.

Geomagnetic Induced Currents can occur when solar flares interact with the earth’s magnetic fields and can induce sudden, large flux changes in transformers which can cause core saturation, severe overheating in leads and structures, damage to insulation systems and increase combustible gases and has failed a number of transformers around the world.

DR sensors are designed to detect bidirectional DC currents and transmit this data in real time to the DR Monitoring Control and Communication products. The DR-E3 can monitor and alarm on DC neutral currents, which can be indicative of GIC, thus allowing customers to take preventative steps to protect transformers and the possibility of voltage collapse on systems.

GIC Sensors can be installed and communicating with the DR-E3 in a matter of minutes without the need to de-energize equipment and without making modifications to the transformer neutral ground connection.

Bushing Monitoring and Partial Discharge

Bushing Sensors (BAU)

The type BAU bushing sensor provides both power frequency and high frequency signals. These signals are used for the monitoring of the bushing insulation as well as for partial discharges that may be occurring in the bushings or windings. BAU Bushing Sensors are installed in the bushing test/capacitance tap that are found on most bushings 69kV and above.

Rogowski Coil (RC)

For electrical partial discharge monitoring systems, Dynamic Ratings will typically provide Rogowski Coil (RC) sensors installed around the base of bushings rated 138kV or higher.

Bushing Monitoring for Single Phase Transformers

Installations where there is a fourth single phase transformer provided as a spare, we offer a switching kiosk. This NEMA 4 (IP65) enclosure provides connections to the bushings on all four transformers. A selector switch is provided to select any three of four transformers:

- Phase A / B / C
- Phase A / B / Spare
- Phase A / Spare / C
- Spare / C

The system automatically connects the proper sensors to the monitoring system and will safely ground the un-used sensor(s).

Coupling Capacitor

Coupling capacitors can be used for PD monitoring on transformers that don’t have bushing capacitive taps. Three voltage levels are available: 8, 16 and 28 kV.
Active Moisture Content

The Dynamic Ratings Transformer Moisture Monitor (DR-TMM) is a software application for the assessment of the moisture condition in the insulation system of a power transformer. Data from the moisture in oil (relative saturation) and temperature sensors is used to calculate the moisture content in the oil in units of ppm.

Using an intelligent fuzzy logic decision-making algorithm, DR-TMM calculates the ‘active’ moisture content in the solid insulation. DR-TMM uses the ‘Green Yellow Red’ (GYR) traffic light approach to identify and display the condition of the power transformer in terms of moisture.

Fuzzy Logic ‘Smart Thinking’ Mechanism

Based on patented technology, DR-TMM uses neuro-fuzzy computing to evaluate the consistency of the moisture sensor output, to assess the water content in paper (WCP) and to alert the user when the insulation condition requires attention. The diagnostic window is divided in two sections. The moisture state is indicated by the red, yellow or green lights depending on the insulation condition in terms of moisture. The confidence level indicates the accuracy of the result. The confidence level takes the values of HIGH, MEDIUM and LOW. When the confidence level is HIGH the displayed value of WCP(%) becomes a true value, reflecting the percentage of water in paper available for exchange with the surrounding oil.

Water Activity - The Direct Indication of Moisture in the Oil/Paper Insulation System

A new parameter of water-in-paper activity reflects the free water available for exchange between oil and paper. Water-in-paper activity is the critical factor that determines the state of dryness in power transformers. By measuring the water-in-paper activity, it is possible to predict the degree of water contamination in an oil-paper system. Water-in-paper activity, not water content, determines the lower limit of available water for exchange with surrounding oil. The calculation of water-in-paper content is directly based on the correctly measured water-in-paper activity. In addition, water-in-paper activity can play a significant role in determining the breakdown risk of high voltage equipment and the probability of bubble formation. Therefore, controlling water-in-paper activity becomes an important method in maintaining the quality of electrical insulation.
**THERMAL MODELING**

**Advanced Thermal Modeling**
The thermal modeling analytic within the DR-E3 is designed in accordance with IEC 60076 Part 7 / IEEE C57. The thermal model requires transformer load, top oil temperature, tap position and cooling system status. This accounts for and enhances the precision with the following elements:

- Transformer design
- Cooling system
- Cooling system health
- Losses adjusted for each tap position
- Cooling efficiency adjusted based on cooling system performance

**Precise Winding Temperature**
Given the added detail included in the thermal modeling analytic, the system can calculate a more precise winding temperature. The modeling can calculate the winding temperature of the additional windings within a multi-winding transformer design.

**Insulation Aging**
Insulation loss of life model accumulates the thermal aging in each transformer winding.

**Predictive Oil Temperature Model**
Measured load currents and voltage is used to calculate relative load losses and no-load losses. By combining this with the ambient temperature, cooling status and cooling system health, an estimated top oil temperature is calculated.

The predictive oil temperature model may be used to provide a cross check of the thermal model variables.

**Cooling Efficiency**
The predictive top oil temperature is compared to the measured top oil temperature to verify that the cooling system is operating correctly and can help identify problems such as:

- Closed radiator valves or other obstructions to the oil flow
- Bird nests, tree debris or other external contamination

**Cooling System Health**
The thermal model adjusts the calculated winding temperature hot spot based on the health of the cooling system. The elements of the cooling health include:

- Loss of cooling power
- Loss of AC control power
- Contactor failure
- Oil flow sensors
- Fan currents
- Pump currents

**Dynamic Rating**
The dynamic rating provides:

- Time remaining at the current state
- Maximum Safe Load

The time remaining provides the amount of time before the temperature will exceed the maximum thermal limit.

The Maximum Safe Load indicates the maximum load the transformer can safely carry given the present health of the cooling system and the present environmental and operating conditions of the transformer without pushing the transformer beyond the thermal limit.

**“What – If” Rating Calculations**
Utilizing the Predictive Oil Temperature Model combined with the Dynamic Rating calculation, a “What – If” is used to allow additional calculations including:

- **Load for Time**: Given an assumed load, how long before the transformer would exceed a specified thermal limit.
- **Time for Load**: Given a specific time duration, what is the maximum load the transformer could sustain without exceeding a specified thermal limit.
**Supported Cooling Systems**

DR-E3 controls prior extensive cooling control function to support a wide variety of different cooling system designs and provide improved operational performance and reliability. Transformer factories will appreciate the flexibility and built-in features available in the Dynamic Ratings system:

- **Discrete Control**: The system can provide discrete control for more than 4 discrete stages of cooling control.
- **Dual Speed Fan Control**: For low noise applications, the system has dual speed fan control logic built in.
- **Parallel Pump Control**: For systems designed with parallel pumps, the system automatically manages the duty cycling of the pumps to ensure equal wear.
- **Variable Speed Control**: For coolers that operate with variable speed fans, the system provides the output to directly drive the VSD system.

**Duty Cycle Control**

Running hours are recorded for each stage of cooling and when the first stage of cooling is required, the duty cycle logic will automatically select the stage of cooling with fewer operational hours as the leading stage. This feature eliminates the need for a “Leading Bank” control switch in the control cabinet.

For retrofit applications which already have the “Leading Bank” switch, the input of this switch may be used in lieu of the automatic logic.

**Cooling System Exercising**

An automatic cooling system exercise feature may be used to operate the cooling system on a periodic schedule. Routine exercise will:

- Redistribute bearing lubricants extending bearing life
- Minimize bird nest problems
- Provide confirmation that the cooling system is operating properly.

**Predictive SMART Cooling**

Predictive cooling is a feature which, when enabled, proactively turns on the cooling system earlier to reduce insulation loss of life and to keep the transformer cooler, reserving more overload capacity for later in the day.

The predictive cooling uses the Ultimate Top Oil Temperature and the Ultimate Winding Hot Spot Temperature calculations to recognize when the transformer temperatures are increasing beyond a desired level. Discrete set points may be used to control the turn on and turn off temperatures for both ultimate top oil temperature and ultimate winding temperature.

**SMART cooling versus conventional cooling**

- **DRMCC SMART cooling keeps transformers running cooler than conventional systems thereby avoiding unnecessary “loss of life” and reserves more overload capacity for later use.**

**“Not In Auto” Alarming**

SCADA and local alarms with user defined time delays may be configured to provide remote indication when the control switch has been left in the “Hand” or “Manual” position.

**Low Temperature Pump Inhibit**

A low temperature pump inhibit feature protects the transformer from static electrification which may occur when high velocity pumps are operated when the oil temperature is too cold.
**VOLTAGE CONTROL**

**Automatic Voltage Control**
The DR-E3 system can be configured to provide primary voltage control or can be used to provide backup control for an existing voltage control system. Voltage adjustment time delays can be configured in two standard methods:

- **Definite** with discrete settings for initial, inter-tap and fast tap time delays
- **Inverse N** where time delay used is determined by how far out of tolerance the voltage is.

**Visual Configuration**
The graphical display makes configuration, testing and troubleshooting easier.

**Reversing Switch Monitoring and Auto Cleaning**
Regular reversing switch operation is recommended by OLTC manufacturers to prevent problems with high resistive film build-up and coking problems. The DR-E3 continuously monitors the tap position and provides alerts when the number of days since the OLTC has passed through neutral exceeds the alarm set point. When the device is used as the primary voltage controller, an auto cleaning function is also available. Once the need to operate the reversing switch has been determined, the auto cleaning feature will begin looking for an opportunity to move through neutral. A user defined permission band ensures that the movement through neutral is achieved without generating unacceptable system voltages.

**Other Voltage Control Functions**
- Line drop compensation using R and X settings.
- Time delay configurable to Definite or Inverse.
- Inter-tap delay feature
Operational Safety Features

- Undervoltage blocking of raise and lower operations should the control sense a low voltage or no voltage condition.
- Overvoltage blocking of raise operations should the measured voltage exceed a preset limit.
- Overcurrent blocking of raise and lower operations if the load current exceeds the rated current of the OLTC.
- Circulating current blocking of tap change operations if the measured circulating current exceeds preset limits.
- Out-of-step blocking prevents additional tap change operations should the controls get out of sync when using master follower schemes.
- No master and multi-master blocking to ensure one master is present when using master follower schemes.

Positive Feedback feature provides an added level of equipment and operator safety. After each tap command issued, the DR-E3 utilizes the tap in progress signal and the OLTC tap position to verify that the OLTC did take a step and that the step was in the proper direction. If the OLTC fails to make the operation, an alarm is raised and the OLTC operation is inhibited to prevent further operation attempts of stuck or broken contacts.

Recommended Operator Actions alert operators to the potential root cause of alarms, provide operational and safety warnings and/or diagnostic instructions.

Manual Switch Panel (Optional)
Optional mechanical switch panels provide large operator switches for manual operation.
ANALYTICS

On-Load Tap Changer

On-Load Tap Changer Monitoring analytics have been developed to catch a wide array of OLTC/LTC problems.

OLTC/LTC Counter

An individual OLTC counter is maintained for each tap position providing a summary of the historical operation of the OLTC/LTC. The summary provides an indication of the tap range used.

OLTC/LTC Contact Wear

An OLTC/LTC contact wear analytic model is used to calculate the amount of arcing wear accumulated on each individual tap. These calculations provide an accurate relative condition assessment of the contacts within the OLTC/LTC and can be used to improve the maintenance process by eliminating unnecessary maintenance and by indicating instances where additional maintenance may be needed.

OLTC/LTC Hunting

The hunting analytic indicates OLTC/LTC tuning or control problems that result in excessive tap changes. Transformers in parallel that are “chasing” each other, or instances where the line drop compensation is set too high can cause excessive OLTC/LTC contact wear.

Reversing Switch Exercise

Reversing switch problems can be avoided with the monitoring of the operation of the reversing switch. The time since last movement through neutral will provide visibility of the switch operation, confirming that the switch is operated on a periodic basis. If the switch has not operated through neutral in a time frame longer than deemed acceptable for that OLTC/LTC switch type, an alarm will be sent.

Auto-cleaning of the OLTC/LTC Reversing Switch System

The auto-cleaning feature provides the ability to automatically exercise the reversing switch. This feature is available when using the voltage control features in the E3 system. The auto-cleaning feature will exercise the reversing switch when the analytic indicates that a cleaning movement is needed and it will verify that it can be achieved without generating an unacceptable system voltage level. The time between cleaning and acceptable OLTC/LTC range before initiating cleaning are customizable.

OLTC/LTC Motor Current Monitoring

A dedicated module is available for monitoring the OLTC/LTC motor current and voltage. The information collected by this module uses analytics to compare the energy consumed during the tap change to an expected, preset value. An alarm will be triggered if the energy needed to make the tap change falls outside the acceptable range, indicating an unacceptable condition exists in the OLTC/LTC motor or drive mechanism.

OLTC/LTC Delta T Monitoring

A final line of defense is available for external tank OLTC/LTCs utilizing a Delta T analytic. The Delta T analytic compares the OLTC/LTC compartment temperature to the temperature on the opposite side of the barrier board in the main tank. To improve accuracy of the temperatures being compared, it is very important to monitor the temperatures at the same height. For this measurement and comparison, dedicated RTD’s are supplied for the main tank and OLTC/LTC compartment. Top oil temperature is not used in this comparison as it is typically not at the correct height to adequately support this comparison. The analytic utilizes filtering to prevent false alarms due to the heating and cooling profile of the OLTC/LTC.
System Engineering
Each DR-E3 system is engineered to order for an individual transformer and includes the following engineering services:

- Customized drawings for the specific project
- Pre-configured hardware
- Pre-tested configurations including pretesting of any interconnected devices
- Standardized hardware footprint to accommodate a variety of options
- Customized test guide
- Technical support

Control Configuration
Each DR-E3 system is configured by Dynamic Ratings to ensure that the functionality satisfies the technical specification and also meets the customer’s objectives. The configuration of the control incorporates specific details of the transformer including:

- Thermal design data or actual heat run data
- Cooling system
- Nameplate detail
- Wiring diagrams
- Outline drawing

These design criteria along with the monitoring hardware and customer objectives are combined to generate a custom configuration specifically suited to each application.

Detailed Testing
Each DR-E3 system is fully tested at the factory to verify correct configuration. All control, alarm and display functions are tested to verify that the setup is functioning as designed.

Dynamic Ratings heritage is unmatched in years of engineering experience and our core knowledge of the design and operation of the equipment we monitor and control, contact us today.

Our goal is to provide prompt, customer focused engineering services including:

- Application planning
- Solutions design
- Engineered to order systems
- Development of technical specifications
- Drawing and documentation packages
- Quality production
- Third party device integration
- Factory testing
- Commissioning
- Full or witnessed installation
- Training
- Ongoing support and field services

Engineered services apply to new, retrofit and systems upgrades to ensure your system meets or exceeds the intended objectives.
PACKAGING OPTIONS

Optimized Packaging
Each DR-E3 system can be assembled, configured, wired and tested in a variety of packaging options to provide the most cost effective and efficient manner for installation by the transformer factory or the end user.

Components Only
For new transformer applications, the Dynamic Ratings control and user display can be integrated into the main transformer control cabinet (shown to the right). The ability to install the main control on the back sub-panel within the control cabinet ensures that sensor and field wiring are not stressed during opening and closing of a swing panel. The user display is typically installed onto a swing panel to provide easy access by the customer and provide a clean cabinet look.

Sub-panel Assemblies
A second alternative available for new transformer applications is the sub-panel assembly. It typically contains all monitoring system hardware, transducers and sensors, reducing the amount of interconnection wiring. Terminal blocks are provided to make the interconnection of the system quicker and reduce wiring errors. Two standard cabinet sizes are available to accommodate any combination of options.

Cabinets for Retrofit or New Applications
Weather tight cabinets are also available for either new or retrofit applications. Two standard cabinet sizes are available to accommodate any combination of options. Retrofit systems include a swing panel for access to a user display and any needed control switches. Panel heaters are supplied to control condensation.

Custom Packaging Options
In addition to standard packaging alternatives, DR manufactures to OEM or customer defined specifications. Whether the scope is a minor variation to a standard sub-panel, or the need to manufacture a drop-in replacement replicating existing terminal arrangements and accommodating installed sensor and IED wiring, DR can provide a solution to fit the existing cabinet location to facilitate ease of field replacement.
## PACKAGING OPTIONS

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<td>Pass Through Communication</td>
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<tr>
<td>Expanded Analytics</td>
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<td>Y</td>
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<tr>
<td><strong>Other Analog Values</strong></td>
<td>Included</td>
<td>Optional</td>
<td>Included</td>
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<tr>
<td>Analog Oil levels</td>
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<tr>
<td>Main Tank Values</td>
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<tr>
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<tr>
<td>Main Tank Pressure Relief Device</td>
<td>X</td>
<td>X</td>
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<tr>
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<td>Cooling Central Auto/Off/Manual Switch Status</td>
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<td>Fan and Pump Contacts</td>
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<tr>
<td>LTC Auto/Off/Manual Control Switch Status</td>
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<tr>
<td>LTC Central Voltage Monitoring</td>
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<td>LTC Sensing Potential Monitoring</td>
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<td>LTC Cam Switch Status - Tap in Progress</td>
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<td><strong>Other Values</strong></td>
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<td>Additional User Specified Alarm Contacts or Voltage Signals</td>
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<tr>
<td><strong>Communication</strong></td>
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<td>Ethernet RJ45 and Fiber</td>
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<td>Serial Fiber, RS-232 or RS-485</td>
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<td>X</td>
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<td><strong>Stainless Steel Enclosure</strong></td>
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<td><strong>Installation Services</strong></td>
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<td>On Site System Commissioning</td>
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<tr>
<td>Supervision of Installation performed by others &amp; Commissioning</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>Turn Key Installation</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
</tbody>
</table>

**KEY**

Y: Included
X: Optionally Available
X: Not Available

Subject to change without notice.
TO: Committee of the Whole – City Services  
FROM: Scott A. Haines, Superintendent, Public Properties and Services Division  
DATE: April 27, 2021  
RE: Ordinance 21-27 Declaring Certain Property to be Surplus and Authorizing Sale Thereof

Staff recommends that the following equipment be declared surplus property and authorization be given for staff to sell it at public auction:

<table>
<thead>
<tr>
<th>Division</th>
<th>Vehicle #</th>
<th>Year</th>
<th>Description</th>
<th>VIN / SERIAL #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street</td>
<td>3726</td>
<td>2001</td>
<td>International Dump Truck</td>
<td>1HTSHAAR11H336587</td>
</tr>
<tr>
<td>PPS</td>
<td>6252</td>
<td>2006</td>
<td>Trackless Tractor</td>
<td>MT5T3293</td>
</tr>
<tr>
<td>PPS</td>
<td>3862</td>
<td>2006</td>
<td>Trackless Broom</td>
<td>N/A</td>
</tr>
<tr>
<td>PPS</td>
<td>3857</td>
<td>2006</td>
<td>Trackless Blower</td>
<td>N/A</td>
</tr>
<tr>
<td>PPS</td>
<td>3827</td>
<td>2006</td>
<td>Trackless Flail Mower</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Staff recommends approval of Ordinance 21-27.
CITY OF BATAVIA, ILLINOIS
ORDINANCE 21-27

AN ORDINANCE DECLARING CERTAIN PROPERTY TO BE
SURPLUS AND AUTHORIZING SALE THEREOF

ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 17TH DAY OF MAY, 2021

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 17th day of May, 2021

Prepared by and mail to:
City of Batavia
100 N. Island Ave.
Batavia, IL 60510
CITY OF BATAVIA, ILLINOIS
ORDINANCE 21-27, AN ORDINANCE DECLARING CERTAIN
PROPERTY TO BE SURPLUS AND AUTHORIZING SALE THEREOF

WHEREAS, in the opinion of the corporate authorities of the City of Batavia, it is no longer
necessary or useful to or for the best interest of the City to retain certain property.

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

SECTION 1: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the City Council
finds that the following described personal property:

<table>
<thead>
<tr>
<th>Division</th>
<th>Vehicle #</th>
<th>Year</th>
<th>Description</th>
<th>VIN / SERIAL #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street</td>
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<tr>
<td>PPS</td>
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<td>2006</td>
<td>Trackless Broom</td>
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<td>Trackless Blower</td>
<td>N/A</td>
</tr>
<tr>
<td>PPS</td>
<td>3827</td>
<td>2006</td>
<td>Trackless Flail Mower</td>
<td>N/A</td>
</tr>
</tbody>
</table>

is currently owned by the City, is no longer necessary or useful to the City of Batavia and
the best interest of the City will be served by its sale.
SECTION 2: Pursuant to Section 11-76-4, the City of Batavia Public Works Department is hereby authorized and directed to sell said above-described property.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PRESENTED to and PASSED by the City Council of the City of Batavia, Illinois, this 17th day of May, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of May, 2021.

Jeffery D. Schielke, Mayor

<table>
<thead>
<tr>
<th>Ward</th>
<th>Aldermen</th>
<th>Ayes</th>
<th>Nays</th>
<th>Absent</th>
<th>Abstain</th>
<th>Aldermen</th>
<th>Ayes</th>
<th>Nays</th>
<th>Absent</th>
<th>Abstain</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Solfia</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Baerren</td>
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<td>2</td>
<td>Leman</td>
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<td>Wolff</td>
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<td>3</td>
<td>Ajazi</td>
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<td>4</td>
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<td>Beck</td>
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<tr>
<td>6</td>
<td>Cerone</td>
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<td>Russotto</td>
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<tr>
<td>7</td>
<td>Vogelsinger</td>
<td></td>
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<td></td>
<td>Miller</td>
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<tr>
<td>Mayor Schielke</td>
<td></td>
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</tr>
</tbody>
</table>

VOTE: _________ Ayes _________ Nays __________ Absent _________ Abstention(s) counted as _______

Total holding office: Mayor and 14 aldermen

ATTEST:

Kate Garrett, City Clerk

3 of 3 pages Including Title Page
TO: Committee of the Whole – City Services
FROM: Scott A. Haines, Public Properties and Services Superintendent
DATE: April 28, 2021
RE: Resolution 21-045-R: Authorization to Purchase a 2019 TruVac Prodigy Hydro-Excavator for $342,454.88

Summary
The Water/Sewer, Electric, and Street Divisions are recommending the purchase of a hydro-excavation truck in the amount of $342,454.88 from Standard Equipment Company of Elmhurst, Illinois.

Background
The Sewer/Water, Electric, and Street Divisions have each budgeted funds to jointly purchase a hydro-excavator truck. This will be a new type of vehicle for our fleet, to be dedicated to hydro-excavating utility repairs and cleaning catch basins. Hydro-excavations have become nearly an everyday occurrence for us these days with all the various utilities in the ground impeding our ability to safely dig every inch with our backhoes. We have been using our combination sewer truck for this work, but the wear and tear on that unit is too much. The addition of the hydro-excavation truck for the sole use for excavations and catch basin cleaning will greatly reduce the wear and the demand on the combination sewer truck by the divisions.

We closely evaluated two machines that meet our requirements: the Aquatech Daylighter and TruVac Prodigy. Both machines were demonstrated to us, and the one we are recommending for purchase was demonstrated twice. We found the performance of both machines to be very similar, so the deciding factors for our staff were ease of operation, proximity to the repair facility, and noise level of the machine during operation. We have decided to recommend the purchase of the TruVac Prodigy demo unit, which reduces some of the cost while adding an option not included in our minimum specifications; it also allows us to put the unit into operation right away. The additional option on the demo unit is an $18,000.00 air excavation package that will be a benefit when excavating around delicate utilities. This unit was built for Standard Equipment Company in November 2019 to be used for demonstrations, but it has seen limited hours of operation due to COVID issues over the last year. The demo unit has 373 hours on the engine, 103 hours on the blower, and 2,880 road miles.

Water/Sewer, Electric, and Street Divisions each budgeted $120,000.00 for a total of $360,000.00 for this expense.

Proposal
Proposals on the units we considered utilized Sourcewell pricing:

- 2019 TruVac Prodigy demo unit from Standard Equipment $342,454.88
- 2021 TruVac Prodigy new unit from Standard Equipment $349,635.31
- 2021 Aquatech Daylighter unit from RNOW, Inc. $351,359.00
Memo to Committee of the Whole – City Services
Resolution 21-045-R
April 28, 2021
Page two

Staff Recommendation
Staff recommends the purchase of a TruVac Prodigy Hydro-Excavation truck for an amount not to exceed $342,454.88 from Standard Equipment Company

Recommended Committee and City Council Action
Recommend the approval of Resolution 21-045-R, authorizing the purchase of a 2019 TruVac Prodigy Hydro-Excavtor truck for an amount not to exceed $342,454.88 from Standard Equipment Company in Elmhurst, Illinois
CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-045-R

AUTHORIZING THE PURCHASE OF
ONE 2019 TRUVAC PRODIGY HYDRO-EXCAVATOR
FROM STANDARD EQUIPMENT OF ELMHURST, ILLINOIS
IN THE AMOUNT OF $342,454.88

WHEREAS, the City of Batavia has determined the need for a hydro-excavator truck for the Public Works Department; and

WHEREAS, the tractor will be purchased from Standard Equipment Company using Sourcewell pricing; 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 purchase one 2019 TruVac Prodigy Hydro-Excavator Truck from Standard Equipment Company of Elmhurst, Illinois, in the amount of $342,454.88.
PRESENTED to the City Council of the City of Batavia, Illinois, this 17th day of May, 2021.

PASSED by the City Council of the City of Batavia, Illinois, this 17th day of May, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of May, 2021.

Jeffery D. Schielke, May

<table>
<thead>
<tr>
<th>Ward</th>
<th>Aldermen</th>
<th>Ayes</th>
<th>Nays</th>
<th>Absent</th>
<th>Abstain</th>
<th>Aldermen</th>
<th>Ayes</th>
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<th>Absent</th>
<th>Abstain</th>
</tr>
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<tbody>
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<td></td>
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<td>Baerren</td>
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<tr>
<td>2</td>
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<td>Wolff</td>
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<td>Miller</td>
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</tr>
</tbody>
</table>

Mayor Schielke

VOTE: _______ Ayes _______ Nays _______ Absent _______ Abstention(s) counted as _______

Total holding office: Mayor and 14 aldermen

ATTEST:

Kate Garrett, City Clerk
625 Route 83
Elmhurst, IL 60126
(312) 829-1919

**Bill To:**
City of Batavia
200 N Raddant Rd
Batavia, IL 60510
Attn: Scott Haines <shaines@cityofbatavia.net>

**Ship To:**
Same

**FOB:** Batavia, IL

**Terms:** Due Upon Delivery

**Notes:** Quote Per Sourcewell Contract # 122017-FSC

<table>
<thead>
<tr>
<th>Item / Description</th>
<th>Qty</th>
<th>Price Each</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>TRUVAC Prodigy Hydroexcavator, 9 Yd, 600 Gal (Serial #: 19-09V-18782) Mounted on a Kenworth T370 (VIN: 2NKHLOX3KM281440)</td>
<td>1</td>
<td>$370,978.00</td>
<td>$370,978.00</td>
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<tr>
<td>Extended Warranty on TRUVAC Body (Expiration Date: 11/15/2022)</td>
<td>1</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
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<tr>
<td>Machete Hydroexcavation Nozzle</td>
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<td>$876.88</td>
<td>$876.88</td>
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<td>Credit (Demo Unit)</td>
<td>1</td>
<td>-$31,900.00</td>
<td>-$31,900.00</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT** $342,454.88

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All price quotations are for informational purposes only. Prices are subject to change without notice. Final prices will be reflected on the invoice or document expressly evidencing intent to be bound. Comparable components may be substituted for those listed on any quote. Estimated weights and dimensions are provided for informational purposes only and are not guaranteed. Modifications may void the warranty in whole or in part.
TO: Committee of the Whole, CD
FROM: Jeff Albertson, Building Commissioner
DATE: April 30, 2021
RE: Ordinance #21-26: Approval of Demolition COA for 14 North Washington Avenue

At the April 12th, 2020 Historic Preservation Commission meeting, a public meeting was held to consider the application for a Certificate of Appropriateness (COA) for demolition of the house at 14 North Washington Avenue. The owner’s representative, Morgan Moseley, representing Barco Products presented testimony to the Commission.

The home was constructed in 1885. The home was purchased by Barco Products approximately six to eight years ago with the intention of possibly demolishing it in the future for additional parking for their building at 24 North Washington Avenue. The current owners have performed no maintenance on the structure since it was purchased. The owner’s representative said the home was not in good shape when it was purchased. It was in substantially the same condition as it is currently. Recently the City began pursuing Code Enforcement actions against the property. The owner worked with a contractor to provide a repair estimate that included repairs to resolve the property maintenance issues. This repair estimate was $187,500 and did not include any upgrades, just work necessary to restore the house to livable condition. The owner has no interest in renting or selling the property currently. They also do not need any additional parking currently. They want to remove the structure and potentially seed and landscape the property until a permanent need is found.

There was some concern by the Commission on the lack of maintenance by the owner. A majority felt the costs to repair were prohibitive to the owner. They also wanted to be clear that they were not in favor of someone buying a historic structure and not providing maintenance to the structure, so that there was no option but to demolish it. After consideration of the testimony, and deliberation amongst the commissioners, a consensus was reached to proceed with the identification of criteria that would support the approval of the COA. There are 4 criteria to be considered for approval of a demolition COA. A minimum of 1 must be met for a positive recommendation. The Commission found that criteria C was met. Criteria C reads: Preservation of the structure would cause an undue and unreasonable financial hardship to the owner, taking into account the financial resources available to the owner including the sale of the structure to any purchaser willing to preserve the structure. A motion was then made to recommend to the Committee that the COA for demolition for 14 North Washington Avenue be approved. It was approved 3-1.
Please consider the attached Ordinance #21-26 in preparation for the May 4, 2021 Committee of the Whole meeting.

Cc: Mayor & City Council
    City Administrator
    Scott Buening
    File
CITY OF BATAVIA, ILLINOIS
ORDINANCE 21-26

APPROVAL OF A CERTIFICATE OF APPROPRIATENESS FOR
DEMOLITION AT 14 NORTH WASHINGTON AVENUE

ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 17TH DAY OF MAY 2021

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 17th day of May, 2021

Prepared by:
City of Batavia
100 N. Island Ave.
Batavia, IL 60510
CITY OF BATAVIA, ILLINOIS
ORDINANCE 21-26
APPROVAL OF A CERTIFICATE OF APPROPRIATENESS FOR
DEMOLITION AT 14 NORTH WASHINGTON AVENUE

WHEREAS, among the responsibilities of the Batavia Historic Preservation Commission, the
Commission is to review Certificate of Appropriateness of properties for demolition, and to make
recommendations to the Batavia City Council regarding such approvals; and

WHEREAS, the Historic Preservation Commission received an application for a Certificate of
Appropriateness for the primary structure commonly known as 14 North Washington Avenue; and

WHEREAS, pursuant to the provisions of Title XII of the Batavia Municipal Code, the Historic
Preservation Commission did conduct a Public Meeting with respect to said application, said
Public Meeting having taken place on April 12, 2021 and

WHEREAS, after the conclusion of the Public Meeting, the Historic Preservation Commission
made the following findings of fact:

1. That the application meets criteria C for approval of the Demolition
   Certificate of Appropriateness. Criteria C: Preservation of the structure
   would cause an undue and unreasonable financial hardship to the owner,
   taking into account the financial resources available to the owner including
   the sale of the structure to any purchaser willing to preserve the structure.

and

WHEREAS, the Batavia City Council has reviewed and considered the recommendation of the
Historic Preservation Commission; and

WHEREAS, the Batavia City Council deems it to be in the best interests of the City of Batavia
that the Certificate of Appropriateness for demolition be Approved;

NOW THEREFORE, be it hereby ordained by the Mayor and City Council of the City of Batavia,
Kane and DuPage Counties, Illinois, as follows:

SECTION 1: That the property commonly known as 14 North Washington Avenue is hereby
Approved as a Certificate of Appropriateness for Demolition.

SECTION 3: That this Ordinance 21-26 shall be in full force and effect upon its presentation,
passage, and publication according to the law.
PRESENTED to the City Council of the City of Batavia, Illinois, this 17th day of May 2021.

PASSED by the City Council of the City of Batavia, Illinois, this 17th day of May 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of May 2021.

Jeffery D. Schielke, Mayor

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Mayor Schielke

VOTE: Ayes Nays Absent Abstention(s)
Total holding office: Mayor and 14 aldermen

ATTEST:

Kate Garrett, City Clerk
Application for Certificate of Appropriateness

City of Batavia
Community Development Department
100 North Island Avenue
Batavia IL 60510
Phone (630) 454-2700
Fax (630) 454-2775

Property Address 14 N. Washington

Property Identification Number 12-22-2271-02
Existing/Proposed Zoning Ordinances ☑ Yes ☐ No Zoning DMU

Submittal Date 3/15/2021

Project Description:

Removal of existing dilapidated house and foundation. Landscape restoration of all areas.

Owner's Name Barco Products

Phone Number

Mobile Number 630-514-9589
E-Mail morgnwal morgnwell@com

Applicant's Name Barco Products
Applicant Address 14 N. Washington

Phone Number

Mobile Number 630-514-9589
E-Mail morgnwal morgnwell@com

Applicant Signature Morgn Morg

Owner Signature

TYPE OF WORK
(Check All That Apply)

☐ Exterior Alteration/Repair ☐ New Construction

☐ Primary Structure ☐ Addition
☐ Garage/Outbuilding
☐ Other

☐ Demolition

☒ Whole Primary Structure ☐ Part Primary Structure
☐ Garage/outbuilding
☐ Relocation of Building

Additional Information to be Submitted with Application – Digital Format If Available

☐ Exterior Alteration/Repair

☐ Architectural Feature (Decorative Ornamentation)
☐ Awning or Canopy
☐ Deck
☐ Door
☐ Fence
☐ Gutters
☐ Light Fixture
☐ Mechanical System Units
☐ Masonry Cleaning, Repointing, Painting
☐ Material Change (wood, brick, etc)
☐ Painting (paint removal etc)
☐ Paving (Parking Lot, Driveways, Landscaping)
☐ Photographs of building(s)

☐ Porch – Maintenance and Minor Repair
☐ Porch – Major Repair and Reconstruction
☐ Retaining Walls
☐ Roof (Change in Shape, Features, Materials)
☐ Satellite Dish
☐ Security Doors or Windows
☐ Sidewalks
☐ Shutters
☐ Siding
☐ Signs
☐ Solar Collectors
☐ Storm Doors or Windows
☐ Windows, Skylights
☐ Others
Attach a detailed description of all work to be done for each item. Include the following materials where appropriate and check appropriate box if included.

☐ A. Drawings, photographs, specifications, manufacturer's illustrations or other description of proposed changes to the building's exterior, to-scale drawings with dimensions will be required for major changes in design (e.g., roofs, facades, porches, and other prominent architectural features).
☐ B. If application is for any feature not on the primary structure, include a site plan. A site plan will not be required if there is no change to the existing structure or any proposed new structure.
☐ C. If changes to building materials are proposed, include samples.

☐ New Construction/Additions
Include the following materials where appropriate and check appropriate box if included.
☐ For primary structure, outbuilding or addition:
   ☐ 1. Fully dimensioned site plan
   ☐ 2. Elevation drawings of each façade with dimensions and specifications
   ☐ 3. Drawings, photographs, samples and manufacturer's illustrations
☐ Drawings or other descriptions of site improvements, e.g., fences sidewalks, lighting, pavements, decks.

☒ Structure Demolition
1. Photographic evidence supporting the reason for demolition
2. Describe the proposed reuse of the site, including drawings of any proposed new structure
3. If economic hardship is claimed, include evidence that hardship exists (Criteria set forth in Section 7-2 of Title 12)

☐ Structure Relocation
1. Explain what will be moved, where and why.
2. If a structure will be moved into the district from outside, include photographs.
3. Include a site plan showing proposed location of the structure on the new parcel. Describe any site features that may be altered or disturbed (e.g., foundations, walls)

THIS FORM IS NOT A BUILDING PERMIT APPLICATION

FOR OFFICE USE ONLY BELOW

Property is: Significant [Contributing] Non-Contributing

Signature of Historic Preservation Commission Chair

Date of Commission Review

City Council Action: Date_____ Vote Record _________ Not Applicable_____

Conditions: YES* / NO

*See Attachment

The Batavia Historic Preservation Commission, or its authorized agent, has reviewed the proposed work and has determined that it is in accordance with the applicable criteria set forth in Section 6-2 of Title 12 of the Code of the City of Batavia. Accordingly, this Certificate of Appropriateness is issued.

Any change in the proposed work after issuance of this Certificate of Appropriateness shall require inspection by Commission staff to determine whether the work is still in substantial compliance with the Certificate of Appropriateness.

This certificate is not a permit, does not authorize work to begin, does not ensure building code compliance, and does not imply that any zoning review has taken place.
Hi Chrissa, The house has set for many years due to basement leaking and structural damage. Also the complete exterior and part of the framing structure has water damage, chimney is completely failing. The interior also needs to be rundown. The cost of a complete remodel does not make sense at all. Cyril Matter is willing to fence off the driveway on Washington which is very dangerous and also landscape the area beautifully if the city allows it. The will look very welcoming especially if the Shodeen project goes thru. I have some landscape design drawings you can look at to see how it would look. M

Sent from my iPhone

On Mar 9, 2021, at 12:52 PM, Simkins, Chrissa <csimkins@cityofbatavia.net> wrote:

Good afternoon,

We’ve received the applications for the demo of the home at 14 N Washington St. Jeff Albertson took a quick look & asked me to contact you regarding the reasoning/justification of the demolition. Jeff said because this is in the historic district, he will need more information as to why the home cannot be renovated.

Thank you,
Chrissa

PLEASE SEND ALL QUESTIONS/CONCERNS TO: permits@cityofbatavia.net
The Community & Economic Development Department is working split shifts; Emails sent to personal email addresses may be delayed.

<image002.png>

Chrissa Simkins
Community & Economic Development | City of Batavia
P: 630.454.2700 F: 630.454.2775
W: cityofbatavia.net E: permits@cityofbatavia.net
100 N Island Ave, Batavia, Illinois 60510
Here’s some pictures. Cyril had a drawing made of a proposed site after demo. The other pictures as you can see tell the story of the home. Pretty much rotten completely on exterior. Chimney is shot and limestone foundation is crumbling. Let me know if you need anything else. Thanks for your help. M
Budget Proposal Request

Date: Feb 12 2021

Project: Remodel of Existing Home

Address: 14 N. Washington

Attention: Cyril Matter

We respectfully submit the following budget in which we propose to perform the necessary labor and, supply the necessary materials for the required work at the job site listed above. All work to conform to State and Local building codes.

Scope of Work: Slaten Construction INC

1. **Rework existing Chimney:** Remove and replace top section of chimney, tuckpoint remaining chimney, repair damaged flashings where needed. $9,500.00
2. **Exterior:** Remove and replace all exterior siding, facia, trim and gutters, replace with new LP siding and trim, new oversized downspouts and gutters. $45,000.00. Budget of $3,500.00 to repair damaged framing included.
3. **Remove and replace all windows with new Marvin windows material and labor included Total $19,500.00.**
4. **Remove and replace existing porch. Framing and decking needs to be redone. Roof to remain Total $18,250.00.**
5. **Remove and replace existing exterior doors and trim. Total $5,000.00**
6. **Remove and replace front porch decking Total $1750.00.**
7. **Excavate, expose and repair existing limestone foundation, waterproof, backfill and seed damaged area. This is a budget until foundation is exposed. $40,000.00**
8. **Interior painting of all trim, walls and ceiling. minor patching included $17,000.00.**
9. **Basement framing structural repairs $6,500.00.**
10. **New Kitchen Cabinets and tops $ 25,000**

*Bringing the house up to current electrical and plumbing codes would be at the discretion of the city permit review. This total has not been figured at this time.*

Total Budget Estimate $187,500.00

2325 Dean Street Suite 900 Saint Charles IL, 60175 630.330.3772 john@slatenconstruction.com
Exclusions:

- This Proposal is for work to be performed during normal business hours. Premium time is NOT included.
- Union Labor is NOT included.
- Winter conditions
- Builders Risk Insurance
- Tap Fees
- Architectural/Engineering Fees
- Reimbursements by Owner to Tenant
- Utility Service/Connection Fees
- Special Assessments
- Unforeseen Conditions

We are very appreciative of the opportunity to work with you!

If you have any questions at all, please feel free to contact me directly on my cell

630-514-9589

Respectfully submitted,

2325 Dean Street Suite 900 Saint Charles IL, 60175 630.330.3772 john@slatenconstruction.com
Morgan Moseley
Sales and Consulting

To Proceed with the work detailed above please sign below:

Name / Title ___________________________ Date ____________
CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-043-R

AUTHORIZING UPGRADE OF ELECTRIC SERVICE ON S. WATER STREET TO ACCOMMODATE AMPLIFIED ENTERTAINMENT

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, County and City residents currently face an unprecedented health crisis due to the COVID-19 pandemic; and

WHEREAS, the City created an outdoor dining area on S. Water Street on the half block south of Wilson St. to support local restaurants by providing additional seating while COVID-19 restrictions on indoor dining remain in place; and

WHEREAS, local business and property owners have collaborated to create potential opportunities for entertainment activities in support of drawing the public to the S. Water Street outdoor dining area; and

WHEREAS, the electric available for amplification of entertainment events is currently insufficient; and

WHEREAS, the City’s electric utility estimate the cost for upgrading the electric in this area to allow for amplification of entertainment is estimated to cost $6,000; and

WHEREAS, the City has a fund for economic development within the General Fund that can pay for the electric upgrade; 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 ONE: City Council authorizes use of funding from the economic development fund for up to $6,000.00 to pay for electric upgrades for the S. Water Street outdoor public dining area.
PRESENTED to and PASSED by the City Council of the City of Batavia, Illinois, this 17th day of May, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of May, 2021.

______________________________
Jeffery D. Schielke, Mayor

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Mayor Schielke

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

ATTEST:

_______________________________________
Kate Garrett, City Clerk
The Batavia Police Department conducted an updated investigation and background check (Report #21-4226) to determine whether Elderday Center, a not for profit organization located at 328 W. Wilson St, Michael Cobb, an organization representative and the event organizer, might be suitable to receive a 1-day temporary Class F liquor license in the City of Batavia for a fundraising special event, “Pearls Around the World Food Extravaganza and Celebration” at their business on Saturday, May 22, 2021 from 5-8 p.m.

Mr. Cobb and Scott Wilkie of PRP Wine International in Naperville will be on hand to oversee liquor service (consisting of beer and wine only) at the event. Mr. Wilkie possesses a valid BASSETT certification.

We have found no problems which would preclude the organization or representatives from receiving a temporary liquor license as of this date. All required documents have been submitted with this application by the event organizer.

The applicant has requested that any fees related to this application be waived in conjunction with the organization’s not for profit status.

I would ask that this be put on the City Council Agenda on Monday, May 17, 2021 for consideration and approval. Should you have any questions in this regard, please contact me.

Copy to: Liquor File
L. Newman, City Administrator
D/C Autenrieth
D/C Mazza
Det. Hall
C. Shimp
K. Morley
DATE: April 22, 2021
TO: Mayor and City Council
FROM: Scott Buening, Community and Economic Development Director
SUBJECT: Sale of Railroad Parcels South of Bernadette Lane

1. **Summary:** Motion to Approve of Bid to Purchase Parcels 1 and 2 of old railroad parcels south of Bernadette Lane.

2. **Background:** Pursuant to Ordinance 21-13 passed on February 15, 2021, the City advertised for the sale of Parcels 1 through 5 of the old railroad parcels south of Bernadette Lane. The City published this three (3) times in the Daily Herald and also sent notices to the adjacent property owners to each parcel. The deadline for bids was April 14, 2021 at 12:01 PM. We received the following bids which were opened at the City Council meeting on April 19, 2021:

- **Parcel 1:** $1,001.00 by Daniel Moecher of 908 Bernadette Lane
- **Parcel 2:** $50.00 by Jean Porter of 1210 Brandywine Circle

We received no other bids for these parcels and no bids for Parcels 3, 4 or 5. Since these bids were above the minimum bid of $10.00, and since both bidders are adjacent property owners, we recommend acceptance of both bids for Parcels 1 and 2. Staff therefore recommends approval of a Motion to sell Parcel 1 to Daniel Moecher in the amount of $1,001.00 and Parcel 2 to Jean Porter for $50.00, reserving public utility and drainage easement rights over the entire property being sold. The Council needs to approve this with a ¾ vote of the corporate authorities.

3. **Alternatives, including no action if viable:**

   1. Motion to approve the bid and sale of Parcels 1 and 2.
   2. Do not make a Motion to sell the land, provide direction to staff on alternative action desired.

   - **Budget Impact:** City will realize revenue from the sale of the properties of $1,051.00 less recording fees, and additional property tax revenues once the properties are back on the tax rolls.
   - **Staffing Impact:** No impact on staffing.

4. **Timeline for actions:** There is no specific timeline, but acceptable bids have been submitted and may be withdrawn if no action is taken.

5. **Staff recommendation:** Staff recommends approval of:

   a. Motion to Approve of a Bid to Purchase Parcel 1 to Daniel Moecher for the Amount of $1,001.00 with Authority to Sign the Deed to the Community and Economic Development Director.
b. Motion to Approve of a Bid to Purchase Parcel 2 to Jean Porter for the Amount of $50.00 with Authority to Sign the Deed to the Community and Economic Development Director Subject to Reservation of a Public Utility and Drainage Easement Over the Entire Property Sold.

Attachments:

1. Bid public notice.
4. Copy of Bids.
5. Deeds of Property.
PUBLIC NOTICE

SOLICITATION OF BIDS FOR THE SALE OF EXCESS FORMER RAILROAD PARCELS SOUTH OF BERNADETTE LANE AND NORTH OF MILLVIEW DRIVE, BATAVIA, IL

The City of Batavia owns five (5) parcels of land located South of Bernadette Lane and North of Millview Drive all identified as PIN 12-28-229-010 that are no longer necessary or useful for the City’s purposes. The City desires to sell this Property by solicitation for bids as authorized by the Illinois Municipal Code (65 ILCS 5/11-72-2) (the “Statute”).

The City shall advertise the Property for sale subject to a minimum price (“Minimum Accepted Bid Price”) as required under the Statute. The sale of land shall be advertised for bids in a newspaper of general circulation in the City once a week for three (3) consecutive weeks, with the first advertisement being no less than thirty (30) days prior to the date on which the bids will be opened as advertised, specifying the Minimum Accepted Bid Price.

The City reserves the right to reject all bids and to accept only that bid that the corporate authorities determine is in the best interests of the City, which bid approval must be made by no less than three quarters (3/4) of the corporate authorities then holding office. The consideration for the sale of the Property may be in cash or in kind or a combination of cash and in kind consideration, and may include any reservations of right or other impositions that corporate authorities determine are in the best interests of the City.

This property as described is advertised for sale to the highest bidder, with a minimum bid of $10.00. The property is to be sold as-is and where-is without any warranties or representations and is not considered a buildable parcel of land. The properties range from 1,970 to 5,955 square feet in area, are used for City and ComEd utility purposes and are all zoned R0 Single Family District. All properties are landlocked and there is no public access other than through adjacent properties. The City will reserve a public utility and drainage easement over the entire area being sold. Transfer of the property will be via a Quit Claim Deed only.

The City will accept sealed bids for the real estate until Wednesday, April 14, 2021 at 12:01 PM. Bids should be sent to the City’s Community and Economic Development Department, marked “Railroad Parcel Land Sale” on the outside of the sealed envelope. Bids shall mark which parcel is being sought (Parcel 1 through 5). Bids will be opened at the City Council meeting on Monday, April 19, 2021 at 7:30 PM or shortly thereafter, with approval of the bid at a subsequent City Council meeting to be determined. The City reserves the right to reject any and all bids and to waive any formalities or technicalities in the bidding. Questions regarding this notice can be directed to Scott Buening, Community and Economic Development Director at 630-454-2710 or by email at sbuening@cityofbatavia.net.
Exhibit A-- Railroad Parcels Legal Description

Parcel 1


PIN: 12-28-229-010 (part)

Parcel 2


PIN: 12-28-229-010 (part)

Parcel 3


PIN: 12-28-229-010 (part)

Parcel 4


PIN: 12-28-229-010 (part)

Parcel 5


PIN: 12-28-229-010 (part)
CITY OF BATAVIA, ILLINOIS
ORDINANCE 21-13

AUTHORIZING THE SALE OF EXCESS FORMER RAILROAD PARCELS
BY SOLICITATION OF BIDS (SOUTH OF BERNADETTE LANE AND
NORTH OF MILLVIEW DRIVE)

ADOPTED BY THE
MAYOR AND CITY COUNCIL
15TH DAY OF FEBRUARY, 2021

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 16th day of February, 2021

Prepared by:
City of Batavia
100 N. Island Ave.
Batavia, IL 60510
CITY OF BATAVIA, ILLINOIS

ORDINANCE 21-13

AUTHORIZING THE SALE OF EXCESS FORMER RAILROAD PARCELS BY SOLICITATION OF BIDS (SOUTH OF BERNADETTE LANE AND NORTH OF MILLVIEW DRIVE)

WHEREAS, the City of Batavia owns the following described real properties being Parcels 1 through 5 inclusive, particularly described on Exhibit “A” all being part of PIN 12-28-229-010; and

WHEREAS, which real properties are generally located west of Brandywine Circle, east of Millview Drive and Towne Avenue, and south of Bernadette Lane, being a part of the old Burlington Northern Railroad right-of-way, in the City of Batavia, Kane County, Illinois, and are currently vacant and landlocked (the “Real Property”); and

WHEREAS, the Real Property is not required for the use of, or profitable to, the City of Batavia; and

WHEREAS, the Mayor and Council of the City of Batavia have determined that it is no longer necessary, appropriate, or in the best interest of the City of Batavia that it retain title to the Real Property; and

WHEREAS, pursuant to Section 11-76-2 of the Illinois Municipal Code notice shall be given of the proposal to sell the Real Property soliciting bids for the purchase of the Real Property, which notice shall be published once a week for three (3) successive weeks, and which bids shall be opened at a regularly scheduled meeting at least thirty (30) days after the first date of publication; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council members of the City of Batavia, Kane and DuPage County, State of Illinois, as follows:

2 of 6 pages
Section 1. The foregoing recitals are incorporated herein as findings of the Mayor and the members of the City Council.

Section 2. The terms of the sale shall be as follows:

A. The Real Property shall be sold “as is” with no warranties pursuant to a quit claim deed;
B. The minimum bid for any parcel of the Real Property shall be Ten Dollars ($10.00);
C. Bidders shall be responsible to determine the physical condition of the property and may obtain title insurance and/or a current survey of the Real Property at the bidder’s discretion, but no title insurance or survey shall be provided by the City;
D. The City reserves the right to reject all bids, to accept any bid that the Mayor and City Council determine is in the best interests of the City, even if the bid is not the highest bid, and to impose any additional conditions on the sale that the City deems is in the best interests of the City;
E. “Closing” shall consist of the City tendering a signed quit claim deed to the successful bidder in exchange for the agreed upon payment and written acknowledgment and acceptance of the deed;
F. The City shall retain a public utility and drainage easement over the Real Property for the benefit of existing and proposed utilities;
G. The City shall record the quit claim deed at the City’s cost and provide the successful bidder the original, recorded deed after recording.

Section 3. The City Community and Economic Development Director is hereby authorized and directed to publish notice consistent with this Ordinance and the Illinois Municipal Code seeking bids for the sale of the Real Property, and to schedule the opening of the bids at a regular meeting of the City Council not less than thirty (30) days from the date of the publication of the first notice.

Section 4. Upon receipt and opening of the bids as prescribed herein, and acceptance of a bid by not less than three fourths (3/4s) of the corporate authorities, including the Mayor and City Council, now holding office by motion incorporating the terms of this Ordinance or resolution adopting additional terms and conditions, the Community and Economic Development Director shall be authorized and directed to convey and transfer title of the Real Property to the successful bidder by a proper deed of conveyance in exchange for the agreed upon consideration after obtaining acknowledgement and approval of the deed in writing successful bidder, which shall not be unreasonably refused, and the Community and Economic Development Director shall take all other actions that are necessary and appropriate to complete the sale of the Real Property.
Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

PRESENTED to and PASSED by the City Council of the City of Batavia, Illinois, this 15th day of February, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 15th day of February, 2021.

Jeffery D. Schielke, Mayor

ATTEST:

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Mayor Schielke

VOTE: _13 Ayes _0 Nays _1 Absent _0 Abstentions

Total holding office: Mayor and 14 aldermen

Ellen Posledni, City Clerk
To: City of Batavia, IL.
   Attn: Scott Ewing

Re: Railroad Parcel Land Sale
Parcel # 1
PAR # 12-28-329-010 (Ward)

I respectfully submit a bid of $101,00
for the described property, Parcel # 1. (One Thousand One Hundred Dollars)

Sincerely,

[Signature]

Daniel A. Muehler
908 Bernadette Ln.
Batavia, IL 60510

630-879-2884 - Home
630-453-7285 - Cell

[Stamp: RECEIVED APR 12 2021]
April 5, 2021

This letter is a bid of $50.00 to purchase Parcel 2 (That part of Northeast quarter of section 28, Township 39 North, Range 8 East of the third principal meridian, Kane County, Illinois, more particularly described as follows: That part of the former Burlington Northern Inc.’s NIFA to West Batavia, Illinois branch line, now removed, as described in quit claim deed recorded February 9, 1981, as document no. 1568507, adjacent to and westerly of lot F of Colonial Village, Unit 5, being a subdivision of the Northeast quarter of said section 28, according to the plat thereof recorded July 3, 1957 as document number 838250.

It is understood that the lines shown on the map which you included with the proposal are not accurate and do not agree with those filed with the county. Please contact us at the following: 1210 Brandywine Circle

Batavia, IL 60510  Jmprsp2@gmail.com

630-879-2223

Thank you,

Jean Porter
QUIT CLAIM DEED
KANE COUNTY

MAIL DEED TO:
Daniel Moecher
908 Bernadette Lane
Batavia, IL 60510

SEND SUBSEQUENT TAX BILLS TO:
Daniel Moecher
908 Bernadette Lane
Batavia, IL 60510

THE GRANTOR, the City of Batavia, a municipal corporation, with its principal office at 100 N. Island Drive, Batavia, IL 60510, created and existing under and by virtue of the laws of the State of Illinois, in conformity with the authority given by the corporate authorities of said municipal corporation, by ordinance adopted at a meeting duly held on February 15, 2021, for and in consideration of the sum of TEN AND NO/100'S DOLLARS ($10.00) DOLLARS, and other good and valuable consideration, receipt hereby acknowledged, does hereby CONVEY AND QUIT CLAIM to Daniel Moecher, all interest in the following described Real Estate situated in the County of Kane, in the State of Illinois, legally described as follows:

Parcel 1

Commonly known as: a vacant parcel located south of 908 Bernadette Lane, Batavia, IL

Permanent Index Number: 12-28-229-010 (part)

SUBJECT TO: (a) general Real Estate taxes accrued, but not yet payable at the time of closing, (b) special assessments confirmed after this Contract date, (c) building set-back lines and use or occupancy restrictions, (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of reentry, (e) zoning laws and ordinances, (f) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, and (g) drainage ditches, feeders, laterals and drain tile, pipe or other conduit and

A reservation of easement rights in the City of Batavia for public utility and drainage purposes.
EXEMPT pursuant to 35 ILCS 200/31-45 of the IL Real Estate Transfer Tax Law, Section (b).

Date: ______________________

Buyer, Seller, Representative

This Deed is made, executed and delivered pursuant to Ordinance No. 21-13 duly adopted at a meeting of the Batavia City Council held on the 15th of February, 2021.

IN WITNESS WHEREOF, said Grantor has its name to be signed to these presents by its Community and Economic Development Director, this ______ day of _____________, 2021.

Scott Buening, Community and Economic Development Director

STATE OF ILLINOIS )
 ) SS
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for the State of Illinois, DO HEREBY CERTIFY that Scott Buening, Community and Economic Development Director, of the City of Batavia, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Community and Economic Development Director, he signed and delivered the said instrument as Community and Economic Development Director, of said City of Batavia, pursuant to authority, given by the City Council of said City of Batavia as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____________, 2021.

Commission Expires: ______________________

This instrument was prepared by: Scott Buening
City of Batavia
100 N Island Avenue
Batavia, IL 60510
(630) 454-2700

NOTARY PUBLIC
QUIT CLAIM DEED
KANE COUNTY

MAIL DEED TO:
Jean Porter
1210 Brandywine Circle
Batavia, IL 60510

SEND SUBSEQUENT TAX BILLS TO:
Jean Porter
1210 Brandywine Circle
Batavia, IL 60510

THE GRANTOR, the City of Batavia, a municipal corporation, with its principal office at 100 N. Island Drive, Batavia, IL 60510, created and existing under and by virtue of the laws of the State of Illinois, in conformity with the authority given by the corporate authorities of said municipal corporation, by ordinance adopted at a meeting duly held on February 15, 2021, for and in consideration of the sum of TEN AND NO/100'S DOLLARS ($10.00) DOLLARS, and other good and valuable consideration, receipt hereby acknowledged, does hereby CONVEY AND QUIT CLAIM to Jean Porter, all interest in the following described Real Estate situated in the County of Kane, in the State of Illinois, legally described as follows:

Parcel 2

Commonly known as: a vacant parcel located west of 1208 Brandywine Circle, Batavia, IL

Permanent Index Number: 12-28-229-010 (part)

SUBJECT TO: (a) general Real Estate taxes accrued, but not yet payable at the time of closing, (b) special assessments confirmed after this Contract date, (c) building set-back lines and use or occupancy restrictions, (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of reentry, (e) zoning laws and ordinances, (f) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, and (g) drainage ditches, feeders, laterals and drain tile, pipe or other conduit and

A reservation of easement rights in the City of Batavia for public utility and drainage purposes.
EXEMPT pursuant to 35 ILCS 200/31-45 of the IL Real Estate Transfer Tax Law, Section (b).

Date: ___________ Buyer, Seller, Representative

This Deed is made, executed and delivered pursuant to Ordinance No. 21-13 duly adopted at a meeting of the Batavia City Council held on the 15th of February, 2021.

IN WITNESS WHEREOF, said Grantor has its name to be signed to these presents by its Community and Economic Development Director, this _______ day of __________________, 2021.

Scott Buening, Community and Economic Development Director

STATE OF ILLINOIS  

) SS

COUNTY OF KANE  

I, the undersigned, a Notary Public in and for the State of Illinois, DO HEREBY CERTIFY that Scott Buening, Community and Economic Development Director, of the City of Batavia, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Community and Economic Development Director, he signed and delivered the said instrument as Community and Economic Development Director, of said City of Batavia, pursuant to authority, given by the City Council of said City of Batavia as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ___ day of ______________, 2021.

Commission Expires: ____________________________

This instrument was prepared by: Scott Buening  
City of Batavia  
100 N Island Avenue  
Batavia, IL 60510  
(630) 454-2700

NOTARY PUBLIC
TO: Committee of the Whole, GS
FROM: Jeff Albertson, Building Commissioner
DATE: April 30, 2021
RE: Resolution #21-044-R: Awarding a bid for demolition at 916 Park St and Authorizing contract with Fowler Enterprises LLC

Community and Economic Development staff advertised for bids for the demolition of the home and restoration of the property at 916 Park St. The bid advertisement requested bids for abatement of 2200 square feet of asbestos and demolition and removal of the home structure, capping of utilities, backfill and seeding of the property and an alternate for additional asbestos removal, if necessary. An asbestos report had been done previously and identified the 2200 square feet to be removed. There was concern from several potential bidders present at the mandatory pre-bid meeting that additional asbestos may be present under the current siding that was not visible. This prompted us to issue a request for alternate #1 to the bid for a price to remove any additional asbestos found above the report amount.

Bids were due on March 31, 2021 at 9am. Staff opened the bids on March 31, 2021 at 1:00pm. 3 bids were received and are detailed below.

<table>
<thead>
<tr>
<th>Company</th>
<th>Lump Sum Base Bid</th>
<th>Alternate #1</th>
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<tr>
<td>Fowler Enterprises, Elgin, IL</td>
<td>$25,200</td>
<td>$4.25 sq ft</td>
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<tr>
<td>Fox Excavating, Batavia, IL</td>
<td>$34,690</td>
<td>$5.00 sq ft</td>
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<tr>
<td>Kendall Excavating, Yorkville, IL</td>
<td>$36,000</td>
<td>$3.40 sq ft</td>
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Fowler Enterprises from Elgin, IL is the low bidder. They have performed similar services for several government agencies in the region. Staff is recommending awarding the bid and authorizing a contract with Fowler Enterprises LLC in the amount of $25,200 with Alternate #1 for $4.25 for additional asbestos removal, if necessary.

Please consider the attached Resolution #21-044-R in preparation for the May 4, 2021 Committee of the Whole meeting.

Cc: Mayor & City Council
    City Administrator
    Scott Buening
    File
CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-044-R

AWARDING BID FOR DEMOLITION OF 916 PARK STREET AND
AUTHORIZING CONTRACT WITH FOWLER ENTERPRISES LLC

WHEREAS, the City of Batavia advertised for bids for the demolition and restoration of the property at 916 Park St;

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 contract for the demolition and restoration of the property at 916 Park Street with Fowler Enterprises LLC attached hereto as Exhibit “1”.

PRESENTED to and PASSED by the City Council of the City of Batavia, Illinois, this 17th day of May, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of May, 2021.

Jeffery D. Schielke, Mayor
COUNCIL VOTE:

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Mayor Schielke

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

ATTEST:

Kate Garrett, City Clerk
April 30, 2021

Attn: City of Batavia
100 N Island Avenue
Batavia, IL 60510

Proposal for Demolition: 916 Park Street, Batavia, IL

Permits, License and City Fees/Bonds
Fowler Enterprises LLC will obtain all necessary permits needed.

Utility Disconnects
Owner will disconnect gas & electric. Fowler Enterprises LLC will cap sewer at front property line & disconnect water at the b-box in front of the property.

Asbestos Inspection & Removal.
Fowler Enterprises LLC will have a licensed asbestos contractor remove asbestos as listed in asbestos report. If there is any additional asbestos found we will notify the city and a change order will have to be issued.

Demolition/Backfill & Grading Activities
Fowler Enterprises LLC will provide all labor, equipment, materials, and insurance for the removal of the identified building. Fowler Enterprises LLC will remove the construction debris material (drywall, wood, roofing, etc.) as well as the recyclable materials (steel, brick, block, concrete and asphalt). The construction debris will be transported and disposed of in approved C&D landfill.

Cost Estimate

Demolition, Backfilling, Seed & Blanket
Cost to perform asbestos removal, demolition and removal of house, backfill, 6" of topsoil seed & blanket ........................................ $25,200.00

Alternate # 1
Additional asbestos siding removal .................................................. $4.25 per square foot

Any inconsistency between the contract and the bid specs is controlled by the bid specs.

The cost/pricing is valid for 90 days from the date of this proposal.

Any legal, attorneys or court fees associated with the collection of any portion of the fees owed to Fowler Enterprises LLC shall be paid by the signee or client indicated below who has contracted Fowler Enterprises LLC.

Fowler Enterprises LLC agrees to furnish all labor, tools, and equipment necessary to do the work as listed above. Fowler Enterprises LLC will maintain General Liability and Workmen’s Compensation insurance for the duration of the above said work. Certificate of Insurance will be issued upon request Fowler Enterprises LLC

Authorization

Authorization to proceed will begin by signing the proposal below, faxing us a copy and sending the original in the mail.

Owner/ Agent

Signature

Title Date

Fowler Enterprises LLC

Signature

Title Date
Month ##, ####

Legislator Name
Street Address
City, State Zip code

DRAFT
RE: State of Illinois Energy Legislation

Legislator,

On behalf of the City Council, Citizens and Business Community of the City of Batavia we are writing to request your support for new energy legislation in the State of Illinois that promotes a long-term goal of achieving 100% renewable energy by the year 2050. Furthermore, the City of Batavia will support the closure of Prairie State if the following concerns are addressed and fully resolved by the State. If the concerns cannot be fully resolved, then the City does not support the closure of Prairie State.

1) **Cost of proposed new Taxes and Fees.** The proposed coal severance tax, community reinvestment fee and/or carbon fee would cost the City of Batavia at least $5 million per year for the next 9 years (assuming PSEC closes in 2030) and would be financially devastating to our community.

   - These taxes and fees would be paid directly by a small number of ratepayers
     i. 16% (estimate) higher residential and commercial rate
     ii. 6% higher industrial rate for our 8 largest customers
   - We are concerned about the downward economic spiral such rate increases would cause: First, businesses will leave and not be replaced, driving residential rates even higher (due to our purchased power agreement). Then the residents will leave, if they can, as their property values plummet. The City will lose its tax base and have to cut services
   - Investor-owned utilities have other sources of revenue and they can spread these costs across millions of customers, versus the City of Batavia that has only 10,000 customers.

2) **Closure prior to full satisfaction of bonds.** Closing Prairie State in 2030, before the bonds are paid off, will be another devastating blow to Batavia.

   - The City’s bond obligations continue through 2042 whether the plant is there or not
   - Early closure means the City will have two additional costs not contemplated during the indebtedness period:

100 North Island Ave  -  Batavia, Illinois 60510  -  630-454-2000  -  cityofbatavia.net
i. Replacement Capacity (estimated to cost an additional $4 million per year)

ii. Decommissioning

3) **Renewable Portfolio Standards.** The City of Batavia requests relief from having to adhere to the Renewable Portfolio Standards.
   - Batavia has a Power Sales Agreement in excess of its current demand. Requiring the purchase of additional power will just add to the ratepayers’ costs because the additional power will be sold back to the wholesale market at a loss
   - Please consider a safe harbor provision that applies the RPS to municipal utilities only when additional capacity is needed (demand that exceeds current PSAs)

4) **ICC oversight of Municipal and Cooperative Utilities.** The City of Batavia feels there is no need for ICC oversight of municipal or cooperative utilities.
   - Investor-owned utilities require a watchdog regulatory agency to watch out for the interests of ratepayers and taxpayers because they are by nature for-profit organizations that answer to their shareholders
   - Municipal and Cooperative utilities are not-for-profit, rely for revenues 100% upon their ratepayers, and are governed by a board of officials that are elected by the ratepayers. There is already built-in accountability to the ratepayers.

The City of Batavia is very appreciative of your consideration of these critical matters for our community. Please do not hesitate to contact our City Administrator, Ms. Laura Newman, at (630) 454-2000 or our Director of Public Works, Mr. Gary Holm, at (630) 454-2300 should you have any questions or need any further assistance.

Sincerely,

Honorable Jeffery D. Schielke
Mayor, City of Batavia