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2. Memo

Documents: [CROSS CONNECTION COMMITTEE MEMO FINAL JANUARY 17 2013.PDF](#)

3. Minutes

Documents: [PUBLIC UTILITIES DECEMBER 17 2012 MINUTES.PDF](#)

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5. Ordinance

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11. Resolution

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

PUBLIC UTILITIES COMMITTEE AGENDA

Thursday, January 17, 2013
7:30 p.m. Council Chamber 1st Floor

1. Roll Call
2. Approval of Minutes for October 30, and December 17, 2012
3. Discussion: Cross Connection Control Contract Proposal (John Dillon 1/9/13)
4. Approval: Waive formal bidding requirement for water meter purchase
5. Resolution 13-07-R Authorizing the purchase of water meters (John Dillon 1/11/13)
VOTE_____CONSENT__YES___NO
6. Ordinance 13-05 Amending 8-2-16, water conservation ordinance (John Dillon 1/11/13)
VOTE_____CONSENT__YES___NO
7. Ordinance 13-04 Amending 8-2-8-2, Water Meters (John Dillon 1/11/13)
VOTE_____CONSENT__YES___NO
8. Resolution 13-09-R Awarding 2013 electric tree trimming contract to Asplundh for an amount not to exceed \$150,000 (Brian Bettin 1/10/13) **VOTE_____CONSENT__YES___NO**
9. Resolution 13-08-R Authorizing Execution of Master Services Agreement with Electric Engineering Consultants, PC. (Mustafa Kahvedzic 1/11/13)
VOTE_____CONSENT__YES___NO
10. Resolution 13-11-R Declaring surplus property electric utility (Bob Rogde 1/14/13)
VOTE_____CONSENT__YES___NO
11. Resolution 13-13-R Authorizing purchase of warehouse pickup for Electric (Brian Bettin 1/14/13)
VOTE_____CONSENT__YES___NO
12. Closed Session: Sale of Electric Power (No Memo)
13. Other
14. Matters From the Public
15. Adjournment

Frydendall, Chair
Clark, ViceChair
O'Brien
Wolff
Volk
Brown
Jungels

CITY OF BATAVIA

DATE: January 9, 2013
TO: Public Utilities Committee
FROM: John Dillon
SUBJECT: Cross Connection Control Service Contract

The Batavia Water Utility is mandated by the Illinois EPA to administer a comprehensive Cross Connection Control (CCC) program – City Code 8-2-17. An effective CCC program prevents backflow or back-siphonage of pollutants into the drinking water from improperly cross connected plumbing fixtures. Batavia has been utilizing in-house staff for many years to accomplish the goals of the program.

The CCC program ensures the integrity of the City’s drinking water supply is not compromised by providing:

1. Site survey’s of high risk industry for presence of cross connections in plumbing.
2. Maintaining a database of all backflow prevention devices
 - a. Provide notices when tests are due - annually
 - b. Record results of tests
 - c. Provide follow-up notifications for delinquent tests
 - d. Provide follow-up notices for test failures
 - e. Administrate address information corrections for GIS and Utility Billing
3. Provide community-wide survey for presence of cross connections & associated plumbing inspection.

The current program is complex due to the volume of record keeping, notifications and correlation with the utility billing customer database. Although the Water Division takes the lead and administrates the CCC program, the ability to maintain the program at optimal levels takes cooperation from the City’s IS, Utility Billing and the Building Divisions. Batavia’s inventory of backflow prevention devices is approximately 2,000+ devices that are tracked on an annual basis.

As the backflow prevention industry has evolved and grown, there is increasing interest from the private sector to provide Cross Connection Control program administration. Batavia has been evaluating the pros and cons of subcontracting the administration of our program to a private contractor. Staff has interviewed three (3) companies who have experience providing similar contract services to other water utilities.

Although Batavia has been maintaining a successful program utilizing in-house staff, the opportunity to contract out the CCC program has benefits.

1. Contracting the program allows additional staff time for other duties. This is especially important as City staffing levels have been reduced. There has recently been a substantial

increase in staff hours associated with scheduling appointments and record-keeping duties related to the City's water meter change-out program.

2. The quality of services offered by private companies is continually improving as more municipalities utilize the service.
3. The outsourced programs have evolved into on-line web applications with a successful "pay-per-test" business model. Most data is inputted directly by the testers (plumbers). With a pay-per-test business model the costs of the program are shifted to the users of the program.
4. The City has flexibility associated with the monetary fees and therefore the fees can be tailored to fit the municipality's desired outcome. Since the fees are paid by the plumbers, on a per test basis, the fees are either absorbed into their pricing, or passed through to their customers.
5. The city gains valuable knowledge from the contractor to operate a successful program. The private contractors are experts in cross connection control compliance issues and available to assist with resolution of customer issues.

Recommendation: Staff recommends approval to pursue negotiations with a Cross Connection Control contractor and bring a contract proposal back to the Public Utility Committee for approval.

C. Bill McGrath
Gary Holm
Peggy Colby
Howard Chason

MINUTES
December 17, 2012
Public Utilities Committee
City of Batavia

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

Vice Chairman Clark called the meeting to order at 7:02 p.m.

1. Roll Call

Members Present: Aldermen Brown, Clark, Jungels, O'Brien, Volk, and Wolff

Members Absent: Alderman Frydendall

Also Present: Aldermen Sparks and Stark (7:05 p.m.); Brian Bettin, Manager of Electric Operations; Gary Holm, Public Works Director; William McGrath, City Administrator; Bob Rogde, Electric Superintendent; Mayor Schielke (7:08 p.m.), and Connie Rizo, Recording Secretary

2. Approval of Minutes for

None.

3. Resolution 12-120-R: Overhead Electric Infrastructure Condition Evaluation (Brian Bettin 12/10/12)

Brian Bettin stated that the City of Batavia Electric Utility would be performing an evaluation of the overhead structures throughout the system. Bettin explained that the utility was going to determine the overall health and integrity of the poles and the 400 poles on the transmission 35kV line would have a structural load analysis done to verify the mechanical loading of the poles. Bettin shared that in an effort to assess the physical condition of all of the poles the City solicited proposals from companies that test, analyze, and provide repair to wooden utility poles. Vice Chairman Clark inquired how that is performed. Bettin replied that a sound, visual, and boring test is done at eye level, ground level, and 18 inches below the ground. Following that insecticide plugs are put into place to plug the holes. Ald. O'Brien asked if binoculars are used for the sections above eye level. Bettin stated if there is rot by the pole top pin and the cross arm it would be noticeable to see if there is rot there. Vice Chairman Clark inquired if all poles would be checked. Bettin stated all of the estimated 2600 poles would be checked including approximately 400 transmission poles.

Bob Rogde stated of the six transmission poles lost in the 7/1/12 storm on Western Avenue in Batavia five had significant rot and the other one snapped half way up and it is suspected that there was structural overloading.

Vice Chairman Clark inquired if there was any inclination that the poles on Western Avenue were rotting. Rogde replied there was no inclination and Bettin even stated in viewing the above ground level the poles looked good, but below ground they were rotted.

Ald. Wolff inquired if this review would assess if the poles are overloaded. Bettin stated it would assess for the loading of the poles. Rogde indicated once the review takes place and the information is gathered then a plan would be developed.

Vice Chairman Clark inquired if this review has been done before on the poles. Rogde replied the City has not done this pole review before. Ald. Volk indicated that 15 years ago there was a complete inventory of all the poles and he commented he thought there was a mechanical assessment too. Ald. Volk opined that that type of review faded away with the changes in the staff. Ald. Volk commented it is important to do this review and the database should be kept up to date. Rogde stated the utility does have a good count of the poles.

Ald. Wolff inquired if all the previous reviewing was done in house. Ald. Volk stated a company was hired to do the inventory. Ald. Brown stated he also believed previously it was just an inventory. Ald. Volk stated the database should be continually updated every year and have a rational pole replacement program. Rogde stated the City aimed to do that from this project.

Ald. O'Brien asked if the company would be cataloging all the poles and have them on a maintenance schedule. Bettin stated that the company recommended, Osmose, provides a web-based program that the utility can sign into and view all of the poles, their location, and their condition when tested. Ald. Wolff asked if that would dovetail in to the GIS system from the City. Gary Holm stated the GIS contacts would be at the kick-off meeting, so it can be coordinated right from the very start.

Ald. O'Brien inquired if there was a yearly fee to have access to the website. Bettin stated there is no fee. Ald. O'Brien inquired if the not-to-exceed initial amount of \$125,000 covered the utility for life in their system. Bettin stated Osmose keeps the information and the utility just has access to it. Vice Chairman Clark inquired if the information would be updated as time passes. Holm stated the information is kept in the website as a business marketing tool. Ongoing updates would be done at the city level using the GIS system or asset management software.

Vice Chairman Clark inquired as to the lifespan of a typical pole. Rogde stated an average wood pole should last 40 years. Vice Chairman Clark inquired if a schedule

existed to replace the poles or if they were just replaced after going bad. Rogde stated the utility is trying through this program to get ahead of when the poles need to be replaced and keep reliability numbers up.

Ald. O'Brien inquired if this review could be done in-house. Bettin stated the review is very labor intensive. Ald. O'Brien inquired if Osmose would be reviewing all 2600 poles. Bettin advised all the poles would be reviewed. Rogde stated from this information the utility would have information to set up a rotation to do review of a certain amount of poles every year.

Ald. Volk inquired if an inventory and assessment would be done on the concrete poles, metal poles, and non-organic poles. Rogde stated there is a good inventory of the steel poles and the cement poles would be the next project. Ald. Volk encouraged following up on those poles and keeping track of the infrastructure. Rogde stated following that there would be a review of underground wire.

Ald. Brown inquired about the digging around the wooden poles. Bettin stated the company would dig 18 inches down all the way around the pole to check it and also use insecticide wraps to give the pole more life. Ald. Brown asked if after the digging takes place would the company clean up the disturbed area nicely. Bettin stated that would be in the bid. Ald. Brown asked if JULIE would need to be called 2600 times. Bettin replied that it is the contractor's responsibility to contact JULIE.

Motion: To recommend to City Council waiving of formal bidding for contract award to Osmose for Overhead Electric Infrastructure Condition Evaluation.

Maker: Volk

Second: Wolff

Voice Vote: 6 Ayes, 0 Nay, Motion Carried.

Motion: To recommend to City Council approval of Resolution 12-120-R Authorizing Agreement with Osmose for the Overhead Electric Infrastructure Condition Evaluation in an amount not to exceed \$125,000.00

Maker: Volk

Second: O'Brien

Voice Vote: 6 Ayes, 0 Nay, Motion Carried.

4. Approval – Waive Formal Bidding for Overhead Electric Infrastructure Condition Evaluation

See above.

5. Other

None.

6. Matters From the Public

None.

7. Adjournment

A motion was made by Ald. Volk and seconded by Ald. O'Brien to adjourn the meeting at 7:19 p.m. All were in favor and the motion was carried.

Minutes prepared by
Connie Rizo

MINUTES
October 30, 2012
Public Utilities Committee
City of Batavia

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

Chairman Frydendall called the meeting to order at 7:30 p.m.

1. Roll Call

Members Present: Aldermen Brown, Clark, Frydendall, Jungels, O'Brien, Volk, and Wolff
Also Present: Gary Holm, Public Works Director; William McGrath, City Administrator; Byron Ritchason, WWTP Superintendent; Mayor Schielke (7:37 p.m.), and Connie Rizo, Recording Secretary

2. Approval of Minutes for October 16, 2012

Motion: To approve the 10/16/12 Public Utilities Committee meeting minutes.
Maker: Volk
Second: Wolff
Voice vote: 7 Ayes, 0 Nays, Motion Carried.

3. Presentation: Preliminary Analysis of Wastewater Treatment Facility (Trotter Associates)

Gary Holm stated that Task Order #1 was to update the wastewater treatment plant flow and loading data that had been in the original master plan, since the data was over four years old. Holm stated that data has been updated and it directly correlates to what the designs would need to be going forward. Holm added that the other major item in Task Order #1 was the physical inspection of the plant to update maintenance issues.

Scott Trotter introduced Jillian Goodlove as one of the junior engineers from Trotter and Associates working on the project. Trotter mentioned Goodlove has her Master's Degree in Environmental Engineering from the University of Illinois.

Trotter provided a presentation of the existing wastewater treatment facility and information about Task Order #1 (refer to presentation).

Trotter's presentation included:

- Plant history
- Recent history
- Task Order evaluation of existing facility of WWTF
- Evaluation of loading and performance
- Current influent and effluent wastewater parameters
- Influent analysis summary
- Effluent data summary
- Biological process
- Plant structures and aesthetic concerns
- Odor control needs
- Dry weather flow/excess flow
- Information on clarifiers and headworks
- Evaluation of service life
- Performance and deficiencies
- Review of regulatory compliance
- Sludge stabilization and disposal
- Cost estimates and recommendations
- Next steps for Batavia's WWTF rehabilitation upgrade
- Task Order #2
- Task Order #3

Trotter provided a historical data comparison on influent flow, BOD, and TSS. Ald. Volk inquired what occurred in March 2010 related to the test results. Trotter replied that some of the reason may be that sampling lines that were left in the wastewater and had a little more strength to it than the actual flow was. Trotter stated the lab testing was accurate. Trotter commented that if today's data would be what decisions are based on there would be no reason for the City of Batavia's WWTF to be on critical review.

Holm stated there are two scenarios that could come into play: 1) potential future development or redevelopment of existing properties along with new regulatory issues that could influence the need for WWTF expansion or 2) Areas of the existing WWTF that require immediate attention due to maintenance concerns that should be dealt with in the context of an overall future expansion.

Ald. Wolff inquired if there was a point where it would be feasible to say the City of Batavia would not continue with this WWTF and would let Fox Metro take over that amount of the wastewater treatment. Holm did not know if that suggestion had ever been explored. Trotter stated that the southwest area has limited capacity in the interceptor sewers in order to take what Batavia is considering for Mooseheart, so the density needed to be dropped on that piece of property to absorb the remaining capacity. Trotter added that on the east side of town there are infiltration and inflow

issues on Aurora's interceptor sewers and they are battling the CSO requirements with the IEPA at the present time, so there is not additional capacity in the existing systems between the City of Batavia and Fox Metro's plant. Byron Ritchason opined that Fox Metro would require every one of Batavia's combined sewers to be separated.

Ald. Wolff inquired if a plant could be built on Mooseheart that could handle this amount of wastewater treatment. Holm stated that previously had been discussed. Trotter stated that that alternative was evaluated in 2008. Trotter commented if the Mooseheart facility would be built there needed to be a reinvestment and replacement of the infrastructure, which would become more expensive on an incremental basis from an upfront cost standpoint.

Mayor Schielke pointed out that the federal regulation at this point is just a proposal. Mayor Schielke inquired of Trotter what he understood about the potential change in standards. Trotter replied that with the discharge standards (phosphorous and total nitrogen) and the Fox River Study Group and the water quality not being at the intended use the USEPA has been putting a significant amount of pressure on the Illinois EPA to do something about a phosphorous standard. Trotter stated between the two groups the standard would likely be somewhere in between what they both desire. Mayor Schielke opined that perhaps the groups are waiting for the upcoming elections to come to a completion before finalizing regulations. Trotter commented he did not believe the philosophy would change, but opined the schedule for implementing those regulations would likely change. Mayor Schielke stated he appreciated the way Trotter made his presentation at this meeting because these issues would need to be taken on a point by point basis with the uncertainty of the regulation at present. Ritchason reiterated Trotter's comments on the Fox River Study Group and implications with USEPA and Illinois EPA. Mayor Schielke inquired if there was a different group looking at the Fox River past the borders of Illinois. Trotter mentioned that Wisconsin standards are stricter than those in Illinois and groups in Wisconsin are looking to Illinois to do their part.

Chairman Frydendall stated that phosphates have been banned in laundry detergents for years. Chairman Frydendall indicated that phosphates are still in dishwasher detergent and toothpaste. Trotter stated a much higher concentration of phosphorous use to be coming into the WWTF than now. Trotter added that phosphorous is a building block of life and a certain amount of phosphorous is needed and anywhere from 4-8 milligrams per liter is typical in this part of the world.

Ald. Brown inquired if the City of Batavia's WWTF is bringing in more solids now. Trotter replied that the WWTF is not bringing in more solids now and that the 2011 lab data showed fewer solids than in 1997. Trotter added that some of the sampling data provided a different value than what was thought the wastewater really contained. Holm stated that the City of Batavia worked with the EPA to change the sampling location. Trotter stated he had no problem using the new data on the existing plant and going

forward to design the new plant to avoid a situation where it might be under designed he encouraged designing to the higher value that has been seen. Holm inquired if the higher values are consistent with what Trotter has seen in other plants and more consistent with the EPA's generic values. Trotter confirmed same.

Bill McGrath asked for clarification on the odor causes and the seriousness of the issue. Trotter replied that the chimney effect coming off of the excess flow tank is the culprit that should be addressed the quickest. Ritchason indicated having the combined system is part of that culprit. Holm stated that engineering is in the process of quantifying the volume of storm water coming to the combined system and separating it from sanitary sewer that is going in the combined system. Holm opined that in the future there may be direction from the IEPA to separate all the sewers. Chairman Frydendall inquired if separating part of the system was done a few years ago. Trotter indicated a ballpark number to separate the system was \$8 Million for the combined sewer area.

Mayor Schielke inquired what the growth in the plant would be by separating the systems. Trotter indicated there would be no growth. Trotter stated the rating is based on the average day and not storm events. Trotter explained when a storm event comes into play then the excess flow facilities are required to treat a lot more water that gets into the combined sewer system and then there is a discharge. Trotter opined if Batavia did not have the combined sewer system the excess flow facilities would only operate once a year. Mayor Schielke asked if there was any area for savings by uncombining the system. Trotter indicated in the future it would be mandated, but that there would be no savings. Mayor Schielke indicated the combined sewer system has caused neighborhood problems. Mayor Schielke shared that some of the combined sewer system date back to the early 1900s.

Ald. Brown inquired if storm and sanitary sewer were completely separated would only sanitary sewer then be going to the plant. Trotter indicated only sanitary sewer would be going to the plant if separated from storm sewer. Ald. O'Brien inquired as to the amount taken away from the combined sewer when there is a storm event. Trotter replied that of the 25 million gallons the combined sewer represents five to seven million gallon peak. Trotter added that during a 100-year storm event 16 to 17 MGD could come to the WWTF and it currently has hydraulic capacity to treat 12 MGD. Trotter mentioned due to the age and condition of the pipes even if the system is fully separated there still could be flow that is over capacity, much like many areas of the Midwest.

4. Executive Session: Acquisition of Real Property (Gary Holm 10/26/12)

Motion: To adjourn to Executive Session for the purposes of discussion of acquisition of real property.
Maker: Wolff

Second: O'Brien
Voice Vote: 6 Ayes, 1 Nay, Motion Carried.

The meeting was adjourned to Executive Session at 8:35 p.m. and when Regular Session resumed at 9:04 p.m. all the same Committee members were present.

**5. Discussion: Next phase of Wastewater Treatment facility analysis
(Gary Holm 10/26/12Trotter Associates)**

Gary Holm stated for Task Order #3 a scope would be developed and if it is less than \$20,000 Holm would sign that scope of work and the engineering process would begin. Holm indicated for Task Order #2 there would need to be future work sessions and then once the amount is known staff would return to the Committee with information.

6. Other

None.

7. Adjournment

A motion was made by Ald. Volk and seconded by Ald. Wolff to adjourn the meeting at 9:06 p.m. All were in favor and the motion was carried.

Minutes prepared by
Connie Rizo

CITY OF BATAVIA

DATE: January 11, 2013
TO: Public Utilities Committee
FROM: John Dillon
SUBJECT: ORDINANCE 13-04, AMENDING WATER METER ORDINANCE

The Batavia Water Utility is changing out water meters throughout the City. The meters are being changed in specific areas targeted by geographical location (meter routes) with the oldest meters being replaced first. As meter routes are completed, the City plans to read the targeted meter routes utilizing a drive-by reading system, rather than utilizing meter readers. It is imperative that all meters within the route are changed to the radio read protocol for the drive-by reading system to be successful.

It is also imperative that all meters within the Batavia Water Utility are changed so the monthly utility bills are fair for all of our customers. The new meters are guaranteed to provide fair, accurate meter readings. There is no such guarantee available for a ten (10), twenty (20) or thirty (30) year old water meters. Therefore, to be fair to all of our customers, the City needs to develop a policy to ensure a new meter is installed in all properties during the change-out program. Occasionally there is severe difficulty with communications and entry into certain properties for meter related issues. The code does not adequately address such difficulties.

The City has at least two (2) feasible options.

1. Provide ample notice to the owner of the property that the meter change-out program is being instituted. After such reasonable notices, without any response, or refusal for entry, the City may want to **institute a water shut-off policy**.
2. Provide ample notice to the owner of the property that the meter change-out program is being instituted. After such reasonable notices, without any such response, or refusal to entry, the City may want to **institute a monthly fee** on the water/sewer bill to compensate the City for the costs associated with manually reading the meter, and to recoup any estimated losses through the use of the old water meter.

Recommendation: Staff recommends approval of Ordinance 13-04, to pursue a Code Change requiring a monthly fee to the water & sewer bill for those customers per attached Ordinance.

C. Bill McGrath
Gary Holm
Peggy Colby

CITY OF BATAVIA, ILLINOIS
ORDINANCE 13-04

AMENDING TITLE 8, CHAPTER 2, SECTION 8-2: AND TITLE 8,
CHAPTER 3, SECTION 12 OF THE BATAVIA MUNICIPAL CODE

ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS ____ DAY OF ____ 2013

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ____ day of _____, 2013

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

CITY OF BATAVIA, ILLINOIS
ORDINANCE 13-04

AMENDING TITLE 8, CHAPTER 2, SECTION 8-2: AND TITLE 8,
CHAPTER 3, SECTION 12 OF THE BATAVIA MUNICIPAL CODE

WHEREAS, the City of Batavia has reviewed the City Code as it pertains to Water Meters; and

WHEREAS, a determination has been made that certain changes to the City Code as it pertains to Water Meters are necessary and appropriate; and

WHEREAS, it is in the best interests of the City of Batavia to modify the City Code to accommodate the recommended changes as outlined below:

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

SECTION 1: That Title 8, Chapter 2, Section 8-2, of the Batavia Municipal Code is hereby amended and revised to provide as follows:

- A. Water meters shall be installed on all water services as required for the particular services. The size of water meter shall be established upon the probable demand load. The demand load shall be based upon the number and kind of fixtures or connections installed and on the probable simultaneous use of these fixtures or connections. The probable demand load tables and plumbing fixture units are published in the Illinois Plumbing Code.
- B. All meters shall be furnished and maintained by the City. The meter will be furnished at the time of application and upon payment of all service charges. Meters shall be installed with shut-off valves at both ends of the meter with a copper wire jumper across the meter with appropriate grounding clamps.
- C. All water meters shall be installed by City personnel. The water meter shall be located in the basement or utility room or an accessible location where meter can be

removed without the removal of any part of the building structure. The meter shall not be installed in the following locations: crawl spaces, under kitchen cabinets or sinks, living rooms, under enclosed stairways, locations where meters are subject to flooding or freezing; coal bins, ventilation shafts, or other undesirable locations as per the Water Utility. No water meters shall be located near any electrical panels or electrical cabinet where there is potential for conflict between the utilities.

- D. The metering facilities shall be installed in such a manner as to be plumb and to insure permanent attachment to a rigid, vibration free wall or structure. Meters shall be installed as near to the entry point of the water service to the building as practical. Meters shall be installed in the horizontal position. Vertical installations shall not be permitted. Meters shall be installed at approximately thirty-six inch (36") height and must be easily accessible. The building shall be plumbed with two (2) ball valves in the water service line, one each side of and adjacent to the water meter location. Both valves shall be easily accessible.
- E. Where metering equipment is installed in multiple-occupancy building, the meters shall be labeled, tagged, or stenciled showing the location of customer served. The metering facilities shall be located at the water entry point to the building and the meters shall be appropriately manifold plumbed. In an effort to conserve water, and use such resource efficiently, individual meters shall be required for each individual tenant occupied living unit.
- F. The City Water/Sewer Utility reserves the right to upgrade, replace, repair, service or read any meter as required. Upon proper notice from the City, property owners shall make an effort to accommodate any such work. Any owner who intentionally, or unintentionally, disregards such notice shall pay a penalty of \$25.00 per month until such work has been completed. Such penalty shall be charged on the monthly utility bill from the City.

That Title 8, Chapter 3, Section 12, and Title 8, Chapter 3, Section 12 of the Batavia Municipal Code is hereby amended and revised to provide as follows:

- 4. Estimates; Determination of Charge:
 - b. The City Water/Sewer Utility reserves the right to upgrade, replace, repair, service or read any meter as required. Upon proper notice from the City, property owners shall make an effort to accommodate any such work. Any owner who intentionally, or unintentionally, disregards such notice shall pay a penalty of \$25.00 per month until such work has been completed. Such penalty shall be charged on the monthly utility bill from the City.

SECTION 2: This Ordinance shall be in full force and effect upon its passage, presentation and approval according to law.

CITY OF BATAVIA, ILLINOIS ORDINANCE 13-04

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

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of _____, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungels					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		0 Ayes	0 Nays	0 Absent	0 Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzal, City Clerk

8-2-8-2: WATER METERS:

A. Water meters shall be installed on all water services as required for the particular services. The size of water meter shall be established upon the probable demand load. The demand load shall be based upon the number and kind of fixtures or connections installed and on the probable simultaneous use of these fixtures or connections. ~~The building shall be plumbed with two (2) gate or ball valves in the water service line, one each side of and adjacent to the water meter location. Both valves shall be easily accessible.~~ The probable demand load tables and plumbing fixture units are published in the Illinois Plumbing Code.

<u>Probable Demand Load</u> G.P.M.—		<u>Fixture Units Installed Totals</u>		<u>Size Of Meter</u> Minimum—
-	-	-	-	-
20	-	0 to	20	$\frac{5}{8}$ Inch
30	-	15 to	30	$\frac{3}{4}$ Inch
50	-	20 to	60	1 Inch
75	-	60 to	180	1½ Inch
150	-	180 to	500	2 Inch
200	-	500 to	900	3 Inch
300	-	900 to	1,500	4 Inch
500	-	By Approval of City		6 Inch

B. All meters shall be furnished and maintained by the City. ~~All meters furnished by the City will include a remote reading head.~~ The meter will be furnished at the time of application and upon payment of all service charges. Meters shall be installed with shut-off valves at both ends of the meter ~~with a copper wire jumper across the meter with appropriate grounding clamps.~~

C. ~~All water meters and remote reading head~~ shall be installed by City personnel. The water meter shall be located in the basement or utility room or an accessible location where meter can be removed without the removal of any part of the building structure. The meter shall not be installed in the following locations: crawl spaces, under kitchen cabinets or sinks, living rooms, under enclosed stairways, locations where meters are subject to flooding or freezing; coal bins, ventilation shafts, ~~or other undesirable locations as per the Water Utility. No water meters shall be located near any and electrical panels or electrical cabinets where there is potential for conflict between the utilities. The location of the meter shall be not more than twenty five feet (25') from the exterior remote reading head. The remote reading head shall be installed on the outside of the building in a location so that said meter can be read without obstruction or entering the building or enclosure.~~

- D. The metering facilities shall be installed in such a manner as to be plumb and to insure permanent attachment to a rigid, vibration free wall or structure. Meters shall be installed as near to the entry point of the water service to the building as practical. Meters shall be installed in the horizontal position. Vertical installations shall not be permitted. Meters shall be installed at approximately thirty-six inch (36") height and must be easily accessible. The building shall be plumbed with two (2) ball valves in the water service line, one each side of and adjacent to the water meter location. Both valves shall be easily accessible.
- E. Where metering equipment is installed in multiple-occupancy building, the meters and reading heads shall be labeled, tagged, or stenciled showing the location of customer served. The metering facilities shall be located at the water entry point to the building and the meters shall be appropriately manifold plumbed. In an effort to conserve water, and use such resource efficiently, individual meters shall be required for each individual tenant occupied living unit.
- ~~F. For all customers who remodel and are not presently served by a remote meter head, improve or change any structure or building for which a building permit is required, the remote reading head furnished by the City shall be installed by the City personnel. (Ord. 85-20, 9-3-1985)~~
- F. The City Water/Sewer Utility reserves the right to upgrade, replace, repair, service or read any meter as required. Upon proper notice from the City, property owners shall make an effort to accommodate any such work. Any owner who intentionally, or unintentionally, disregards such notice shall pay a penalty of \$25.00 per month until such work has been completed. Such penalty shall be charged on the monthly utility bill from the City.

CITY OF BATAVIA

DATE: January 11, 2013
TO: Public Utilities Committee
FROM: John Dillon
SUBJECT: ORDINANCE 13-05, AMENDING WATER CONSERVATION
ORDINANCE

The City of Batavia is a member of the Northwest Water Planning Alliance (NWP). The NWP is a group of more than eighty (80) communities in Northeast Illinois and includes the counties of Lake, McHenry, Kane, DeKalb and Kendall. The communities within NWP rely on shared water resources. The water resources include deep and shallow aquifers and the Fox River.

As such, NWP is working with the Chicago Metropolitan Planning Association (CMA) and the Metropolitan Planning Council (MPC) to ensure the long-term sustainability of water within the Chicago metropolitan area. The efforts of these organizations include regional water efficiency and conservation efforts.

Please find attached a Water Conservation ordinance developed through the NWP. The ordinance was actually modeled utilizing Batavia's current ordinance, and the ordinances of some of our neighboring communities. There are a few minor adjustments to Batavia's existing ordinance being recommended by NWP that staff is proposing to incorporate.

These changes will be discussed at our next Public Utility Committee meeting.

Recommendation: Staff recommends approval of Ordinance 13-05, Amending Title 8, Chapter 2, Section 16 of the municipal code related to Water Conservation.

C. Bill McGrath
Gary Holm

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 13-05**

**AMENDING TITLE 8, CHAPTER 2, SECTION 16 OF THE BATAVIA
MUNICIPAL CODE**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS ____ DAY OF _____ 2013**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This ____ day of _____, 2013

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 13-05**

**AMENDING TITLE 8, CHAPTER 2, SECTION 16 OF THE
BATAVIA MUNICIPAL CODE**

WHEREAS, the City of Batavia is a member community of the Northwest Water Planning Alliance (NWPA), an Alliance made up of more than eighty (80) communities in NE Illinois; and

WHEREAS, NWPA has developed a Model Water Conservation Ordinance that member communities are encouraged to adopt in order to preserve and protect the water resources of member communities; and

WHEREAS, it is in the best interests of the City of Batavia to modify the City Code to accommodate the recommended model Water Conservation Ordinance as outlined below:

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

SECTION 1: That Title 8, Chapter 2, Section 16, of the Batavia Municipal Code is hereby amended and revised to provide as follows:

8-2-16: WATER CONSERVATION

Outdoor limitation on the use of water

- A. Purpose: Based on research from the Illinois State Water Survey, the Chicago Metropolitan Agency for Planning, local counties and other organizations, the City of Batavia recognizes that potable water is a finite natural resource; that communities within the Northwest Water Planning Alliance rely on shared groundwater and river water sources; and, that water conservation is a necessary component of a sustainable water supply.
- B. Definitions: The following words and phrases when used in this section shall, for the purposes of this section, have the following meanings:

CITY: The City of Batavia.

DRIP IRRIGATION SYSTEM: An irrigation system that saves water by allowing water to drip slowly to the roots of plants, either onto the soil surface or directly onto the root zone. Such systems include but are not limited to soaker hoses.

HANDHELD WATERING DEVICE: A means of watering that requires the watering device to be held in order to operate, including watering cans, buckets, and hoses equipped with automatic shutoff valves. This also includes the handheld use of a hose, provided it is continuously attended.

HARVESTED RAINWATER: Water that is accumulated and stored during times of precipitation, such as through rain barrels and cistern systems, is prevented from entering the storm water treatment system, and is redirected for reuse onsite.

IRRIGATION SYSTEM: A system consisting of pipes, valves and sprayers connected to the potable water supply to manually or automatically irrigate lawns or landscaping.

DRIP LINE: Pertaining to a tree or shrub, the ground area immediately beneath the branches of the tree or shrub.

LANDSCAPE: The area of the property planted with vegetation other than grass.

LAWN: The area of the property planted with grass.

LAWN SPRINKLER: A device attached to a hose designed to allow for the unattended watering of lawns or landscaping, but does not include a drip irrigation system.

LAWN WATERING: Any means or methods of applying water to a lawn.

NORTHWEST WATER PLANNING ALLIANCE (NWPA): An inter-jurisdictional alliance of five counties, five councils of government, and roughly 80 municipalities that collaborate and cooperate on regional water resource planning issues, particularly concerning shared groundwater aquifer resources.

PERSON: Any individual, firm, partnership, association, corporation, company, organization or entity of any kind

RECLAIMED GREYWATER: Water that is produced by treating onsite wastewater generated by household activities, such as laundry, dishwashing, and bathing, is prevented from entering the municipal wastewater treatment system, and is redirected for reuse onsite.

RECYCLED EFFLUENT: Water that was formerly municipal wastewater and has been treated to remove solids and impurities for reuse for non-potable purposes.

C. Application of Regulations:

1. The provisions of this section shall apply to any person using water:
 - a. within the City of Batavia that is supplied by the City of Batavia water system, regardless of whether:
 - i. the property is located within the municipal boundaries of the City of Batavia or
 - ii. the person using the water has a contract for service with the City of Batavia; or
 - b. for property that is located within the municipal boundaries of the City of Batavia that is supplied by the same aquifers as the municipal water supply regardless of whether the water is supplied through the City of Batavia water system.
2. The provisions of subsection (D) of this section shall apply year-round subject to any modifications thereof, including application of these or other regulations during this or any other time, by an emergency proclamation.

D. Permitted Hours and Days for Specified Uses:

1. All persons using water shall adhere to the following schedules for lawn watering:
 - a. All properties with even numbered street addresses (i.e., numbers
 - b. All properties with odd numbered street addresses (i.e., numbers ending in 1, 3, 5, 7 or 9) may use water for lawn sprinkling only on odd numbered calendar dates between the hours of six o'clock (6:00) A.M. and nine o'clock (9:00) A.M., or six o'clock (6:00) P.M. and nine o'clock (9:00) P.M.
 - c. All properties which cannot be readily identified as having even-or odd numbered street addresses are hereby designated as even-numbered for water conservation purposes.
 - d. The City reserves the right to allow watering on commercial and industrial properties each day of the week between the hours of midnight and 3:00 AM in lieu of the odd/even schedule, providing that the owner or property manager applies for permission, is granted permission in writing and the watering is undertaken in compliance with any conditions imposed in the written grant of permission.
2. There shall be no restrictions as to hours or days when water may be used for any of the following:

- a. Lawn watering where such watering is done using reclaimed grey-water, recycled effluent, or harvested rainwater;
- b. The watering of landscape, such as trees, shrubs, flowers and gardens with a handheld hose not larger than one-inch diameter or by means of an automatic root feed or drip irrigation system;
- c. Lawn watering where such watering is done with the proper, attended use of a handheld watering device;
- d. Vehicle or equipment washing, provided that all water hoses are equipped with a positive shutoff nozzles; or
- e. Any other lawful use of water such as bathing, clothes washing, or other normal household uses not otherwise specifically restricted by the provisions of this section.

E. Sod Laying And Seeded Lawn Installation Restrictions And Permit Requirements:

1. Notwithstanding the above provisions, sod laying, lawn seeding, and the planting of other landscaping for the establishment of a new lawn or new landscaping is prohibited from July 1 through August 31 each year, unless the source of watering for said sod, lawn seeding or planting of landscaping is derived from reclaimed grey-water, recycled effluent, or harvested rainwater. The prohibition shall not apply to soil erosion and sedimentation plans required pursuant to city ordinances (with approved plans) or for restorations due to required repairs of public utilities (e.g., water main breaks).

2. Except for the period of July 1 through August 31 of each year, water from the city water distribution system may be used for the establishment of sod and/or seeded turf lawns planted or installed in the then current year, only as follows:

a. A permit issued by the director of public works (or his designated representative) is required for the installation of all seeded and sodded lawns. The application shall include the following information:

- i. The address of the property where the sod is to be laid;
- ii. The name and address of the owner of said property;
- iii. The name and address of the contractor;
- iv. The number of square feet of sod to be laid; and
- v. The date on which the sod is to be laid.

b. On the day new sod or seed has been placed on a property, a person may use an automatic sprinkling device to apply water to the sod or seed for a total period of time not to exceed eight (8) hours. For the next nine (9) days thereafter, a person may apply water to said sod or seed each day during permitted hours of water use. Following the first ten (10) days after

the sod or seed is placed, the provisions of subsection C. and D. of this section shall apply.

- F. **Waste Of Water Prohibited:** No person shall allow a continuous stream of water to runoff into any gutter, ditch, drain, or street inlet while using water for restricted purposes nor shall a person spray or sprinkle streets or sidewalks.
- G. **Exceptions:** The provisions of this section shall not apply to any commercial or industrial operation for which the use of water is necessary to continue normal business operations, or to maintain stock or inventory. Provided, however, this exception shall not apply to any and all uses of water not essential to normal business operations or maintenance of inventory or stock, and specifically shall not apply to lawn watering.
- H. **Emergency Proclamation:** Whenever the water supply of the city is diminished from any cause, including, but not limited to, prolonged dry period or drought, increased water demand, equipment failure, or water quality concerns, to an amount which in the opinion of the City Engineer or Director Of Public Works is, or is likely to become, dangerous to the health and safety of the public, the Mayor is hereby authorized and empowered to issue an emergency proclamation specifying different or additional regulations on the use of water.
1. In the case of regional dry periods or drought, the mayor may take into account the recommendations of the regional water supply planning group, the Northwest Water Planning Alliance (NWPA), on making the decision to issue an emergency proclamation.
 2. Such regulations may provide for limitations on the usage of water, limitations on days and hours of use of water for some or all purposes, and the prohibition of specified uses of water. The following shall constitute the default emergency regulations:
 - a. In the case of moderate to severe drought conditions or similar regional water supply constraints as advised by the NWPA, the use of sprinkler systems shall be prohibited. Outdoor use of water shall still be allowed for those exempted uses in subsection (D) (2) and do not have to follow hour or day restrictions.
 - b. In the case of extreme to exceptional drought conditions or similar regional water supply constraints as advised by the NWPA, the use of water outdoors for any purpose shall be prohibited.

3. Upon issuing such proclamation, the mayor shall make the contents thereof known to the public by posting a copy at the City Hall, and by news release to local newspapers and radio media, and may also endeavor to notify the city residents and other persons in any other practical manner that he or she shall devise. Further, the Mayor shall immediately deliver notice of such proclamation, and the regulations that have been imposed by such proclamation, to all members of the City Council.

4. The emergency proclamation of the mayor, and the regulations imposed thereby, shall remain in full force and effect until any one of the following shall first occur:

- a. The Mayor determines that the emergency no longer exists and that the emergency proclamation, and the regulations imposed thereby, shall no longer continue in effect.
- b. The City Council modifies or repeals the emergency proclamation, and the regulations imposed thereby, by means of an ordinance enacted at any regular or special meeting of the City Council

5. Any city employee or officer may, at the direction of the Mayor, notify and warn any person of the effect of said emergency proclamation and direct said person to comply with said watering or sprinkling restrictions. If any said person, after having first been warned about said restrictions of the emergency proclamation, shall continue to violate said restrictions of the proclamation, they shall be deemed to be in violation of this section.

I. Authority: The authority to prohibit and further regulate the sprinkling of lawns, shrubbery and gardens shall be expressly reserved and may be amended from time to time, as necessary, by the Mayor and City Council.

J. Violation and Penalty:

1. Any person who violates, disobeys, neglects, fails to comply with or resists enforcement of the provisions of this ordinance shall, within ten (10) days of receiving notice of such violation, pay the city a fine, as follows:

- a. Fifty dollars (\$50.00) for a first offense;
- b. One hundred dollars (\$100.00) for a second offense; and
- c. Two hundred dollars (\$200.00) for each subsequent offense.

2. Each day a violation occurs or continues shall be considered a separate violation for purposes of this section.

CITY OF BATAVIA, ILLINOIS ORDINANCE 13-05

3. In addition to penalties provided herein, the city may recover reasonable attorney fees, court reporter fees and other expenses of litigation.

SECTION 2: This Ordinance shall be in full force and effect upon its passage, presentation and approval according to law.

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

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of _____, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungels					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		0 Ayes	0 Nays	0 Absent	0 Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzel, City Clerk

8-2-16: WATER CONSERVATION:

~~8-2-16: WATER CONSERVATION:~~

Outdoor limitation on the use of water

A. Purpose: Based on research from the Illinois State Water Survey, the Chicago Metropolitan Agency for Planning, local counties and other organizations, the City of Batavia recognizes that potable water is a finite natural resource; that communities within the Northwest Water Planning Alliance rely on shared groundwater and river water sources; and, that water conservation is a necessary component of a sustainable water supply.

~~A.B.~~ - Definitions: The following words and phrases when used in this section shall, for the purposes of this section, have the following meanings:

~~BULK WATER RATES: Water purchased through a fire hydrant connection.~~

~~CITY:~~ The City of Batavia.

~~DRIP IRRIGATION SYSTEM: A soaking hose that when in use does not result in an actual dissipation of water.~~ An IRRIGATION SYSTEM that saves water by allowing water to drip slowly to the roots of plants, either onto the soil surface or directly onto the root zone. Such systems include but are not limited to soaker hoses.

~~HANDHELD WATERING DEVICE: A means of watering that requires the watering device to be held in order to operate, including watering cans, buckets, and hoses equipped with automatic shutoff valves. This also includes the handheld use of a hose, provided it is continuously attended.~~

~~HARVESTED RAINWATER: Water that is accumulated and stored during times of precipitation, such as through rain barrels and cistern systems, is prevented from entering the stormwater treatment system, and is redirected for reuse onsite.~~

~~IRRIGATION SYSTEM: A system consisting of pipes, valves and sprayers connected to the potable water supply to manually or automatically irrigate lawns or landscaping.~~

~~DRIP LINE: Pertaining to a tree or shrub, the ground area immediately beneath the branches of the tree or shrub.~~

~~LANDSCAPE/LANDSCAPING: Sod and seeded turf lawns, gardens, trees, shrubs, and other living plants.~~ The area of the property planted with vegetation other than grass.

LAWN: The area of the property planted with grass.

~~PERMITTED HOURS OF WATER USE: A time period between six o'clock (6:00) A.M. and nine o'clock (9:00) A.M., and between six o'clock (6:00) P.M. and nine o'clock (9:00) P.M., each day.~~

~~PERSON: Any individual, firm, partnership, association, corporation, company, organization or entity of any kind.~~

~~LAWN SPRINKLER: Any device used to spray or irrigate lawns, gardens, trees or shrubs.~~ A device attached to a hose designed to allow for the unattended watering of lawns or landscaping, but does not include a drip irrigation system.

LAWN WATERING: Any means or methods of applying water to a lawn.

NORTHWEST WATER PLANNING ALLIANCE (NWPA): An inter-jurisdictional alliance of five counties, five councils of government, and roughly 80 municipalities that collaborate and cooperate on regional water resource planning issues, particularly concerning shared groundwater aquifer resources.

PERSON: Any individual, firm, partnership, association, corporation, company, organization or entity of any kind

RECLAIMED GREYWATER: Water that is produced by treating onsite wastewater generated by household activities, such as laundry, dishwashing, and bathing, is prevented from entering the municipal wastewater treatment system, and is redirected for reuse onsite.

RECYCLED EFFLUENT: Water that was formerly municipal wastewater and has been treated to remove solids and impurities for reuse for non-potable purposes.

~~WATER: The water provided by and obtained by a person from the city water supply and distribution system.~~

BC. Application of Regulations:

- ~~1. The provisions of this section shall apply to all persons using water, and to all properties within the city or unincorporated areas which are connected to the city's water supply and distribution system, regardless of whether any person using the water has a contract for~~

~~service with the city.~~ 1. The provisions of this section shall apply to any person using water within the City of Batavia, and:

- a. the property is supplied by the City of Batavia's water system, regardless of whether:
 - i. the property is located within the municipal boundaries of the City of Batavia or
 - ii. the person using the water has a contract for service with the City of Batavia; or
- b. the property is located with the municipal boundaries of the City of Batavia and uses water other than municipal water that is supplied by the same aquifers as the municipal water supply.

2. The provisions of subsection ~~C~~(D) of this section shall apply ~~annually from May 1 through September 31,~~ year-round subject to ~~any~~ modifications thereof, including application of these or other regulations during this or any other time, by an emergency proclamation.

~~CD. - Restricted Hours And Days For Specified Uses:~~ Permitted Hours and Days for Specified Uses:

1. All persons using water shall adhere to the following schedules for lawn watering:
 - a. All properties with even numbered street addresses (i.e., numbers ending in 0, 2, 4, 6 or 8) may use water for lawn sprinkling only on even numbered calendar dates between the hours of six o'clock (6:00) A.M. and nine o'clock (9:00) A.M., or six o'clock (6:00) P.M. and nine o'clock (9:00) P.M.
 - b. All properties with odd numbered street addresses (i.e., numbers ending in 1, 3, 5, 7 or 9) may use water for lawn sprinkling only on odd numbered calendar dates between the hours of six o'clock (6:00) A.M. and nine o'clock (9:00) A.M., or six o'clock (6:00) P.M. and nine o'clock (9:00) P.M.
 - c. All properties which cannot be readily identified as having even-or odd numbered street addresses are hereby designated as even-numbered for water conservation purposes.
 - d. The city reserves the right to allow commercial/industrial properties to water each day of the week between the hours of midnight and 3:00 AM in lieu of the odd/even schedule. Any such property so choosing to water between midnight and 3:00 AM must receive permission from the City.
2. There shall be no restrictions as to hours or days when water may be used for any of the following:
 - a. Lawn watering where such watering is done using reclaimed grey-water, recycled effluent, or harvested rainwater;
 - b. The watering of landscape, such as trees, shrubs, flowers and gardens, with a handheld hose not larger than one-inch diameter or by means of an automatic root feed or drip irrigation system;

- c. Lawn watering where such watering is done with the proper, attended use of a handheld watering device;
- d. Vehicle or equipment washing, provided that all water hoses are equipped with a positive shutoff nozzles; or
- e. Any other lawful use of water such as bathing, clothes washing, or other normal household uses not otherwise specifically restricted by the provisions of this section.

~~1. All persons using water shall adhere to the following schedules for landscape watering or the filling of swimming pools:~~

~~a. All properties with even numbered street numbers (i.e., numbers ending in 0, 2, 4, 6 or 8) may use water for landscape watering or for pool filling only on even numbered calendar dates during permitted hours of water use.~~

~~b. All properties with odd numbered street numbers (i.e., numbers ending in 1, 3, 5, 7 or 9) may use water for landscape watering or for pool filling only on odd numbered calendar dates during permitted hours.~~

~~c. There shall be no restrictions as to hours or days when water may be used for any of the following:~~

~~(1) Landscape watering or sprinkling where such watering or sprinkling is done by a person using a handheld watering device; or~~

~~(2) Filling of swimming pools under fifty (50) gallons of capacity; or~~

~~(3) The automatic watering of trees, gardens, flowers, and shrubs by means of automatic root feed or drip irrigation systems within the drip line of the tree or shrub; or~~

~~(4) Vehicle or equipment washing, provided that all water hoses are equipped with positive shutoff nozzles; or~~

~~(5) Any other lawful use of water such as bathing, clothes washing, and other normal household uses not otherwise specifically restricted by the provisions of this section.~~

~~D.E.~~ Sod Laying And Seeded Lawn Installation Restrictions And Permit Requirements:

1. Notwithstanding the above provisions, sod laying, lawn seeding, and the planting of other landscaping for the establishment of a new lawn or new landscaping is prohibited from July 1 through August 31 each year, unless the source of watering for said sod, lawn seeding or planting of landscaping is derived from reclaimed grey-water, recycled effluent, or harvested rainwater. ~~watering for said sod, lawn seeding and/or planting of landscaping is derived from a private well, imported water source or means other than any~~

~~municipal water source.~~ The prohibition shall not apply to soil erosion and sedimentation plans required pursuant to city ordinances (with approved plans) or for restorations due to required repairs of public utilities (e.g., water main breaks).

2. Except for the period of July 1 through August 31 of each year, water from the city water distribution system may be used for the establishment of sod and/or seeded turf lawns planted or installed in the then current year, only as follows:

a. A permit issued by the director of public works (or his designated representative) is required for the installation of all seeded and sodded lawns. The application shall include the following information:

~~(1)~~ i. The address of the property where the sod is to be laid;

~~(2)~~ ii. The name and address of the owner of said property;

~~(3)~~ iii. The name and address of the contractor;

~~(4)~~ iv. The number of square feet of sod to be laid; and

~~(5)~~ v. -The date on which the sod is to be laid.

b. On the day new sod or seed has been placed on a property, a person may use an automatic sprinkling device to apply water to the sod or seed for a total period of time not to exceed eight (8) hours. For the next nine (9) days thereafter, a person may apply water to said sod or seed each day during permitted hours of water use. Following the first ten (10) days after the sod or seed is placed, the provisions of subsection C. and D. of this section shall apply.

~~F. F. Waste Of Water Prohibited:~~ No person shall allow a continuous stream of water to run-off into any gutter, ditch, drain, or street inlet while using water for restricted purposes ~~during the permitted hours of water use.~~ nor shall a person spray or sprinkle streets or sidewalks.

~~F. G. -Exceptions:~~ The provisions of this section shall not apply to any commercial or industrial entity for which the use of water is necessary to continue normal business operations, or to maintain stock or inventory. Provided, however, this exception shall not apply to any and all uses of water not essential to normal business operations or maintenance of inventory or stock, and specifically shall not apply to ~~landscape watering or pool-filling lawn watering.~~

~~G. Bulk Water Rates: Bulk water rates shall be increased to two (2) times the nonresident water rate.~~

~~H. Hydrant Use Prohibited: Hydrants connected to the city water supply and distribution system are for the purpose of providing water for firefighting and protection. Fire hydrants shall not be opened by any person, other than authorized city personnel, fire department personnel or permitted users.~~

~~H.H. -Emergency Proclamation: Whenever the water supply of the city is diminished from any cause, including, but not limited to, prolonged dry period or drought, increased water demand, equipment failure, or water quality concerns, to an amount which in the opinion of the city engineer or director of public works is or is likely to become dangerous to the health and safety of the public, the city mayor is hereby authorized and empowered to issue an emergency proclamation specifying different or additional regulations on the use of water.~~

~~1. In the case of regional dry periods or drought, the mayor may take into account the recommendations of the regional water supply planning group, the Northwest Water Planning Alliance (NWPA), on making the decision to issue an emergency proclamation.~~

~~2. Such regulations may provide for limitations on the usage of water, limitations on days and hours of use of water for some or all purposes, and the prohibition of specified uses of water. The following shall constitute the default emergency regulations:~~

~~a. In the case of moderate to severe drought conditions or similar regional water supply constraints as advised by the NWPA, the use of sprinkler systems shall be prohibited. Outdoor use of water shall still be allowed for those exempted uses in subsection (D) (2) and do not have to follow hour or day restrictions.~~

~~b. In the case of extreme to exceptional drought conditions or similar regional water supply constraints as advised by the NWPA, the use of water outdoors for any purpose shall be prohibited.~~

~~3. Upon issuing such proclamation, the mayor shall make the contents thereof known to the public by posting a copy at the city hall, and by news release to local newspapers and radio media, and may also endeavor to notify the city residents and other persons in any other practical manner that he or she shall devise. Further, the mayor shall immediately deliver notice of such proclamation, and the regulations that have been imposed by such proclamation, to all members of the city council.~~

4. The emergency proclamation of the mayor, and the regulations imposed thereby, shall remain in full force and effect until any one of the following shall first occur:

a. The mayor determines that the emergency no longer exists and that the emergency proclamation, and the regulations imposed thereby, shall no longer continue in effect.

b. The city council modifies or repeals the emergency proclamation, and the regulations imposed thereby, by means of an ordinance enacted at any regular or special meeting of the city council

5. Any city employee or officer may, at the direction of the mayor, notify and warn any person of the effect of said emergency proclamation and direct said person to comply with said watering or sprinkling restrictions. If any said person, after having first been warned about said restrictions of the emergency proclamation, shall continue to violate said restrictions of the proclamation, they shall be deemed to be in violation of this section.

I. Authority: The authority to prohibit and further regulate the sprinkling of lawns, shrubbery and gardens shall be expressly reserved and may be amended from time to time, as necessary, by the mayor and city council.

J. Violation And Penalty:

1. Any person who violates, disobeys, neglects, fails to comply with or resists enforcement of the provisions of this ordinance shall, within ten (10) days of receiving notice of such violation, pay the city a fine, as follows:

a. Fifty dollars (\$50.00) for a first offense;

b. One hundred dollars (\$100.00) for a second offense; and

c. Two hundred dollars (\$200.00) for each subsequent offense.

2. Each day a violation occurs or continues shall be considered a separate violation for purposes of this section.

3. In addition to penalties provided herein, the city may recover reasonable attorney fees, court reporter fees and other expenses of litigation.

~~1. Such regulations may provide for limitations on the usage of water, limitations on days and hours of use of water for some or all purposes, and the prohibition of specified uses of water.~~

~~2. Upon issuing such proclamation, the mayor shall make the contents thereof known to the public by posting a copy at the city hall, and by news release to local newspapers and radio media, and may also endeavor to notify the city residents and other persons in any other practical manner that he or she shall devise. Further, the mayor shall immediately deliver notice of such proclamation, and the regulations that have been imposed by such proclamation, to all members of the city council.~~

~~3. The emergency proclamation of the mayor, and the regulations imposed thereby, shall remain in full force and effect until any one of the following shall first occur:~~

~~a. The mayor determines that the emergency no longer exists and that the emergency proclamation, and the regulations imposed thereby, shall no longer continue in effect.~~

~~b. The city council modifies or repeals the emergency proclamation, and the regulations imposed thereby, by means of an ordinance enacted at any regular or special meeting of the city council.~~

~~c. The first regular meeting of the city council occurring more than thirty (30) days after the date of the emergency proclamation of the mayor.~~

~~4. Any city employee or officer may, at the direction of the mayor, notify and warn any person of the effect of said emergency proclamation and direct said person to comply with said watering or sprinkling restrictions. If any said person, after having first been warned about said restrictions of the emergency proclamation, shall continue to violate said restrictions of the proclamation, they shall be deemed to be in violation of this section.~~

~~J. Authority: The authority to prohibit and further regulate the sprinkling of lawns, shrubbery and gardens shall be expressly reserved and may be amended from time to time, as necessary, by the mayor and city council.~~

~~K. Violation And Penalty:~~

~~1. Any person who or which violates, disobeys, neglects, fails to comply with or resists enforcement of the provisions of this section other than subsection D1 or D2 of this section, shall, within ten (10) days of receiving notice of such violation, pay the city of Batavia a fine, as follows:~~

~~a. Fifty dollars (\$50.00) for a first offense;~~

~~b. One hundred dollars (\$100.00) for a second offense; and~~

~~c. Two hundred dollars (\$200.00) for each subsequent offense.~~

~~2. Any person who violates subsection D1 or D2 of this section shall, within thirty (30) days of receiving a notice of such violation, be subject to imposition of a fine up to seven hundred fifty dollars (\$750.00) for each offense.~~

~~3. Each day a violation occurs or continues shall be considered a separate violation for purposes of this section.~~

~~4. In addition to penalties provided herein, the city may recover reasonable attorney fees, court costs, court reporter fees and other expenses of litigation. (Ord. 09-24, 6-15-2009)~~

CITY OF BATAVIA

DATE: January 10, 2013
TO: Public Utilities Committee
FROM: Brian Bettin
SUBJECT: RESOLUTION 13-09-R; AWARDING CONTRACT TO ASPLUNDH TREE
EXPERT CO. NOT TO EXCEED \$ 150,000 FOR THE 2013 TREE TRIMMING
CONTRACT.

Summary

Enter into agreement with Asplundh Tree Expert Company for the 2013 Batavia Municipal Electric Utility Annual Tree Trimming Contract

Background

This years' bid for electrical line clearance is for the entire west section of the City, including our fiber optic cables and provisions for 138kV transmission line in case trimming is necessary. Our intention is to conduct line clearance on one- half of the City every other year. Staff believes that this bi-yearly trimming will keep the lines clear, safe, have less of a visual impact on our customers and increase our system reliability. Our process has greatly reduced the number of outages caused by tree contact with the power lines.

Bid packets were distributed to five companies and the Invitation to Bid was posted in the Kane County Chronicle. We received one back, and one letter notifying that they were not interested in bidding this 2013 year. We requested each bidder supply us with hourly wages for a manual crew (for rear lot power lines) and a bucket crew. Bidders were also to supply us with equipment used, and the pricing per hour.

We will conduct our Tree Trimming contract under the premises of maintenance work: trimming trees from existing power lines and removal of trees, if needed, due to the compromised integrity of the tree on a case-by-case basis.

Comparisons using the attached table – total cost per hour – Asplundh is the lowest and only bidder. Asplundh completed our 2012 Tree Trimming Contract with satisfactory results. We have allocated \$150,000 in the 2013 Budget for tree trimming (21-64-6294). Comparisons between bids from 2012 and 2013 show only a slight increase in wages. Therefore, I am comfortable with the bid received from Asplundh.

Staff Recommendation:

Award the 2013 Tree Trimming Contract to Asplundh Tree Expert Company as Resolution 13-09-R.

Recommended Committee Action:

Motion to City Council for approval of Resolution #13-09-R, 2013 Tree Trimming Contract with Asplundh Tree Expert Company.

Required Action by City Council:

Approval of Resolution #13-09-R, 2013 Tree Trimming Contract with Asplundh Tree Expert Company.

c: Mayor Schielke
Bill McGrath
Bob Rogde
Public Utilities Committee-Jeanette Armbrust
01/17/2013 PUBLIC UTILITIES COMMITTEE
01/22/2013 CITY COUNCIL
S:\WPWIN60\File Cabinet\Tree Trimming\2013\2013TREEBID.MEMO.doc

City Council
Gary Holm
Steve Allen

Kevin Drendel
Heidi L. Wetzel

**CITY OF BATAVIA
RESOLUTION 13-09-R**

**APPROVING CONTRACT WITH ASPLUNDH TREE EXPERT CO.
FOR 2013 TREE TRIMMING**

WHEREAS, the City of Batavia is in need of conducting tree trimming and line clearance following the project description as outlined in the City of Batavia Municipal Electric Utility 2013 Tree Trimming Contract.

WHEREAS, it is necessary, at this time, to secure a contractor to perform work as described in the above contract and follow the City of Batavia Arboricultural Specifications Manual and the Batavia Municipal Electric Utility Line Clearance Tree Pruning Specification, performing work in a specified time and cost and

WHEREAS, bids were sought and received from qualified companies and following bid review, it was determined that Asplundh Tree Expert Co. has submitted the lowest responsible bid, and further, that Asplundh Tree Expert Co. has the experience and qualifications necessary to provide the work in a satisfactory and safe manner; and

WHEREAS, it is in the best interests of the City of Batavia that the bid from Asplundh Tree Expert Co. be accepted, and a Contract with Asplundh Tree Expert Co. be executed;

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into the Contract with Asplundh Tree Expert Co. for Tree Trimming in an amount not-to-exceed \$150,000 – said Contract being attached hereto as Exhibit #1.

PRESENTED to the City Council of the City of Batavia, Illinois, on the 22nd day of January, 2013

PASSED by the City Council of the City of Batavia, Illinois, on the 22nd day of January, 2013

CITY OF BATAVIA RESOLUTION 13-09-R

APPROVED by me as Mayor of said City of Batavia, Illinois, on the 22nd day of January, 2013

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungels					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	0 Nays	Absent	0 Abstention(s) counted as _____					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi L. Wetzell, City Clerk



**CITY OF BATAVIA
MUNICIPAL ELECTRIC UTILITY
2013 TREE TRIMMING CONTRACT**

**BID DOCUMENTS/SPECIFICATIONS
ISSUED DECEMBER 17, 2012**

PREPARED BY	VENDOR:
CITY OF BATAVIA	Asplundh Tree Expert Co.
MUNICIPAL ELECTRIC UTILITY	708 Blair Mill Road
200 North Raddant Road	Willow Grove, PA 19090-1784
Batavia, IL 60510-2292	
Phone: (630) 454-2350	Phone: 215-784-4333
Fax: (630) 454-2401	Fax: 215-784-1308
Contact Persons:	
Robert Rogde, Superintendent of Electric	
Brian Bettin, Manager of Electric Operations	

CITY OF BATAVIA

2013 TREE TRIMMING CONTRACT

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**INVITATION TO BID
CITY OF BATAVIA
MUNICIPAL ELECTRIC UTILITY**

**BATAVIA PUBLIC WORKS BUILDING
200 NORTH RADDANT ROAD
BATAVIA, IL 60510**

You are invited to submit a sealed bid, subject to the terms and conditions of this invitation, to the Offices of the City of Batavia Municipal Electric Utility, 200 North Raddant Road, Batavia, Illinois 60510-2292, Attention: Brian Bettin, Manager of Electric Operations until local time on the opening date specified for furnishing items or services specified herein delivered to specified destination within the time specified by the bidder.

BID NO.: 2013-E001	OPENING DATE: Wednesday, January 9, 2013
TITLE: 2013 Batavia Tree Trimming Contract	DUE TIME: 10:00 A.M.
DEPARTMENT: ELECTRIC UTILITY	OPENING TIME: 10:15 A.M.

QUANTITIES

SPECIFIC QUANTITIES ESTIMATED QUANTITIES

TERM OF CONTRACT

ONE TIME PURCHASE OTHER

CONTRACT TO EXPIRE ON
DECEMBER 31, 2013

BID DEPOSIT REQUIREMENTS

NOT REQUIRED CHECK OR BOND

PERFORMANCE BOND

NOT REQUIRED

TO BE SUBMITTED
IN AMOUNT OF 110 % OF
CONTRACT AMOUNT, AT TIME OF
CONTRACT.

SAMPLES

NOT REQUIRED

SAMPLE TO BE
SUBMITTED WITH BID

SAMPLES ARE TO BE SUBMITTED WITHIN 10 DAYS AFTER NOTIFICATION

DESCRIPTIVE LITERATURE AND TECHNICAL DATA

TO BE SUBMITTED WITH BID

NOT REQUIRED

TO BE SUBMITTED ON BRAND SUBSTITUTION ONLY

CERTIFICATE OF INSURANCE

TO BE FILED IN THE ELECTRIC UTILITY OFFICE PRIOR TO COMMENCING WORK

NOT REQUIRED

QUESTIONS REGARDING THIS INVITATION TO BID SHOULD BE DIRECTED TO THE
OFFICE OF THE ELECTRIC UTILITY..... 630-454-2350

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or contract issued by the City of Batavia, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves of the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk. Bidder cannot secure relief on the plea of error.

CONDITIONS OF BIDDER

1. **PROPOSAL FORMS HAVE BEEN FURNISHED.** Proposals shall be submitted on the form provided, properly signed in the appropriate places and submitted in a sealed envelope.
2. **LATE BIDS.** Bids will be opened precisely at the assigned time. Formal bids, amendments thereto or requests for withdrawal of bids after the time specified for the bid opening will not be considered.
3. **WITHDRAWAL OF BIDS.** A written request for the withdrawal of a bid will be granted if the request is received by the City prior to the specified time of opening.
4. **SUBMISSION OF BIDS.** All bids are to be in an envelope clearly marked "**SEALED BID**" with the material or service description, bid call number, date and time of opening written on the front of the envelope.
5. **BIDS BINDING FOR 60 DAYS.** Unless otherwise specified in the specifications all formal bids submitted shall be binding for sixty (60) calendar days following the date of opening.
6. **NET PRICES.** Bid prices, unless otherwise specified in the specifications, must be net, including transportation and handling charges fully prepaid by contractor to delivery point and subject only to cash discount for prompt payment or invoice.
7. **BIDS FOR ALL OR PART.** Unless otherwise specified by the City, the City reserves the right to make award on all items according to the best interests of the City. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every item, will be considered informal.
8. **ERRORS IN BID.** When an error is made in extending total prices the unit bid price will govern. Erasures, etc., must be initialed by the bidder prior to submission of the bid.
9. **TIME FOR RECEIVING BIDS.** Bids received prior to the time of opening will be securely kept, unopened. No responsibility will attach to the city personnel for the premature opening of a bid not properly addressed or identified. The city personnel, whose duty it is to open the bids, will decide when the specified time for opening has arrived, and no bid received after that time will be considered.

10. **BIDDERS PRESENT.** At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.
11. **NO BID RESPONSE.** In the event you cannot submit a bid on the City's requirements, please return the Proposal with an explanation as to why you are unable to bid and mark it "**NO BID.**"
12. **BIDDER INTERESTED IN MORE THAN ONE BID.** If more than one bid is offered by any one individual, they will be rejected. A party, who has quoted prices for work, materials or supplies to a bidder, is not hereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials or supplies.
13. **ADDENDUM.** Any interpretation of the specifications will be mailed or delivered to each person receiving a set of such documents. Bidders shall acknowledge receipt of such addendum on the proposal form. The City of Batavia, Illinois, will not be responsible for any other explanation of the specifications made prior to the receipt of bids.
14. **FORM OF NON-COLLUSION AFFIDAVIT.** The Bidder is required to complete the Form of Non-Collusion Affidavit. The form is to be returned with the bid proposal unless the bidder has on file in the office of the specified department an annual statement of non-collusion. Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
15. **BID DEPOSIT.** When a bid deposit is required as indicated on the Invitation to Bid, each bid must be accompanied by a bid bond signed by a surety company authorized to do business in Illinois, or by a cashier's check or certified check in an amount equal to 5% of the total bid price or the specific amount indicated in the Invitation to Bid unless the bidder has on file with the City an annual bid bond approved by the City with an uncommitted balance equal to 5% of the total bid price.

AWARD

16. **AWARD OR REJECTION OF BIDS.** The contract will be awarded to the lowest responsible bidder or any other bidder determined by the City Council to be in the best interest of the City complying with all the provisions of the invitation, provided the bid price is reasonable and it is in the interest of the City to accept it. The City reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder whose investigation shows is not in a position to perform the contract.

In determining responsibility the following qualifications will be considered by the City:

- a) the ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b) whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
- c) the character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d) the quality of performance of previous contracts or services;
- e) the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f) the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

- g) the quality, availability and adaptability of the supplies, or contractual services to the particular use of required;
 - h) the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i) the number and scope of conditions attached to the bid;
 - j) bidder's record of experience in construction improvements of the size and type required in the bid specifications;
 - k) lowest bids received;
 - l) bidder's record as to the percentage of work sublet on previous contracts.
17. **BID RESULTS.** Bidder must supply a self-addressed, stamped envelope for obtaining bid results, or a valid email address. **NO BID RESULTS WILL BE GIVEN OVER THE TELEPHONE.**
 18. **CASH DISCOUNTS.** Cash discounts will be considered in determining awards. Terms or discounts of less than 20 days will not be considered.
 19. **PLACING OF ORDER.** Orders against contracts will be placed with the contractor on a purchase order executed and released by the Finance Department. Telephone orders placed directly with the contractor by the ordering department may be authorized by the Finance Department only after execution of a "blanket" purchase order.
 20. **REQUIREMENTS OR ESTIMATED BID QUALITIES.** On "Requirements or Estimated Bid Quantities," acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
 21. **RESPONSIBILITY FOR MATERIALS SHIPPED.** The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection.
 22. **DELIVERY FAILURES.** Failure of a contractor to deliver within the time specified, or within a reasonable time as interpreted by the purchasing supervisor in whole or in part by written notice of default to the contractor upon non-performance or violation of contract term. An award made to next low bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices, provided that the contractor shall continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the purchasing supervisor, shall constitute contract default.

BID FORM

THE CITY OF BATAVIA
TREE TRIMMING CONTRACT – 2013

Bidder's Name and Address:

Asplundh Tree Expert Co.
708 Blair Mill Road
Willow Grove, PA 19090-1784

The undersigned, as Bidder, declares that he has carefully examined the Contract Documents and is familiar with the scope and nature of the Work described therein, and hereby proposes and agrees, if the Bid is accepted, to complete the Work in accordance with the Contract Documents and within the time stated for the following unit prices as found on page 7.

Materials Procurement Time: N/A

Schedule of Adjustment Unit Prices:

The attached "Bid Page" shall be completed to arrive at unit price amounts.

Said amount - unit prices - includes all taxes, the furnishing of all contractor supplied materials, the performing of all labor, and the providing of all necessary machinery, tools, apparatus, and other means of construction; also the performance and completion of all the Work in the manner set forth, described and shown in the Specifications and on the Maps.

The Bidder hereby agrees to enter into Agreement with the Owner within twenty-one (21) calendar days from the date of notification thereof, and to commence work upon receipt of Notice to Proceed and instructions by the Manager of Electric Operations, and to diligently prosecute the Work to completion before the expiration of the Contract Time as stated in the Agreement.

ACKNOWLEDGMENT OF ADDENDA:

The following Addenda were received, and considered in making this Bid:

None

SIGNATURE OF BIDDER

Asplundh Tree Expert Co.
Company

Signature
Scott M. Asplundh
Name
Chief Executive Officer
Title

END OF BID FORM

2013 TREE TRIMMING UNITS BID PAGE

Refer to Exhibit A: Area 1 - 2013

Bids costs shall include all tools, equipment, and labor to complete the job. Bids will be given in unit prices

PRICE FOR LABOR & EQUIPMENT FOR WORK

For the purpose of this bid, a MANUAL CREW will be defined as: 1- Foreman 3-Climbers/Trimmers 1- Split Dump 1-Chipper					
LABOR	Per Hour	Overtime/hour	Double Time	EQUIPMENT	Per Hour
Foreman	46.40	66.82	87.23	Truck	9.21
Climber/Trimmer #1	42.36	61.00	79.64	Chipper/Dump	3.31
Climber/Trimmer #2	37.07	53.38	69.69		
Climber/Trimmer #3	34.53	49.72	64.92		

For the purpose of this bid, a BUCKET TRUCK CREW will be defined as: 1- Foreman 1-Climber/Trimmer 1- Bucket/Split Dump 1-Chipper					
LABOR	Per Hour	Overtime/hour	Double Time	EQUIPMENT	Per Hour
Foreman	46.40	66.82	87.23	Truck	14.90
Climber/Trimmer #1	42.36	61.00	79.64	Chipper/Dump	3.31

*Note * - if Company will not use line item(s), please indicate N/A*

*Note ** - If additional climbers are used, they will be in numerical order*

ESTIMATES

Bidder to provide estimates of total job. This will provide owner with intentions of bidder's work schedule and projected time for completion. Owner will not hold bidder responsible for these estimates.

NUMBER OF MANUAL CREWS FOR ENTIRE JOB

1

NUMBER OF BUCKET CREWS FOR ENTIRE JOB

2

TOTAL COST ESTIMATE FOR ENTIRE JOB

\$ 150,000.00

PROJECT WILL NOT EXCEED 2013 TREE TRIMMING BUDGET - \$150,000.00

2013 Tree Trimming Units

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Asplundh Tree Expert Co.
Company Name
708 Blair Mill Road
Address
Willow Grove, PA 19090
City, State IL

as Principal, hereinafter called the Principal, and

City of Batavia
200 North Raddant Road
Batavia, IL 60510

a corporation duly organized under the laws of the State of CT as Surety, hereinafter called Surety, are held and firmly bound unto The City of Batavia as Obligee, hereinafter called the Owner, in the sum of Five Percent (5%) of Amount Bid dollars (\$-----5%-----), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for 2013 Tree Trimming Contract.

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND: (Continued)

Signed and sealed this 20th day of December, 2012

PRINCIPAL

(CORPORATE SEAL)

Asplundh Tree Expert Co.

By D A Stapola

Dennis A. Stapola, Asst Secretary (ins/bonds)

SURETY

Travelers Casualty and Surety Company of America

By Maureen McNeill

Maureen McNeill, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2011

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 114,672,285	UNEARNED PREMIUMS	\$ 799,704,180
BONDS	3,548,592,212	LOSSES	941,939,863
INVESTMENT INCOME DUE AND ACCRUED	48,689,952	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	2,254,087
OTHER INVESTED ASSETS	422,372,168	LOSS ADJUSTMENT EXPENSES	518,743,284
PREMIUM BALANCES	270,891,422	COMMISSIONS	21,334,250
NET DEFERRED TAX ASSET	61,045,090	TAXES, LICENSES AND FEES	54,824,698
REINSURANCE RECOVERABLE	15,379,846	OTHER EXPENSES	19,842,342
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	60,449,587	FUNDS HELD UNDER REINSURANCE TREATIES	94,887,688
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	5,022,088	CURRENT FEDERAL AND FOREIGN INCOME TAXES	38,210,145
UNDISTRIBUTED PAYMENTS	4,506,704	REMITTANCES AND ITEMS NOT ALLOCATED	18,181,415
OTHER ASSETS	12,518	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	28,557,326
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,378,189
		POLICYHOLDER DIVIDENDS	6,951,585
		PROVISION FOR REINSURANCE	5,357,827
		PAYABLE FOR SECURITIES	24,698,853
		PAYABLE FOR SECURITIES LENDING	5,022,088
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(36,778,093)
		ESCHEAT LIABILITY	853,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	314,201
		TOTAL LIABILITIES	\$ 2,543,876,949
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,565,473,183
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,005,756,923
TOTAL ASSETS	\$ 4,549,633,872	TOTAL LIABILITIES & SURPLUS	\$ 4,549,633,872

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2011.

Michael J. Doody
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF SEPTEMBER, 2011

NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2012





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225133

Certificate No. 005265961

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darella White, Richard A. Jacobus, Douglas R. Wheeler, Maureen McNeill, Wayne G. McVaugh, and Elizabeth Marrero

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of November, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 13th day of November, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2012.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF PENNSYLVANIA)
) SS
COUNTY OF MONTGOMERY)

NON-COLLUSION AFFIDAVIT

Bid Identification: Scott M. Asplundh

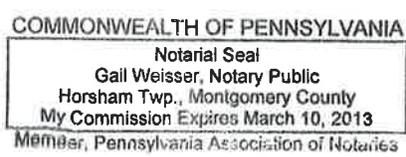
being first duly sworn deposes and says that he is Chief Executive Officer
(sole owner, a partner, president, secretary, etc.) of
Asplundh Tree Expert Co.

the party making the foregoing bid; that such is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bid to put in false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or to refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proper contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agency thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed *Scott M. Asplundh* Title Chief Executive Officer
Scott M. Asplundh

Subscribed and sworn to before me

this 4th day of January 20 13
Gail Weisser
Notary Public



**CERTIFICATION OF COMPLIANCE WITH ANSI Z133.1 – 1194 SAFETY
STANDARD AND OSHA REGULATION 29-CFR PARTS 1910.268 AND 1910.333**

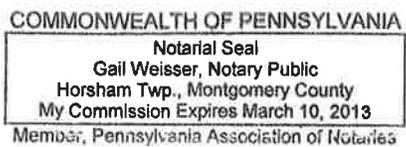
The undersigned, upon being duly sworn, hereby certifies to the City of Batavia, Kane County, Illinois, that the work policies and procedures of Asplundh Tree Expert (Contractor) meets the above referenced ANSI and OSHA Standards.

Asplundh Tree Expert Co.
Name of Contractor

BY: 
TITLE
Scott M. Asplundh, Chief Executive Officer

Subscribed and sworn before me on this 7th day, of January, 2013.


NOTARY PUBLIC



2013 Tree Trimming Bid Results

9-Jan-13

Company		Foreman	Climber 1	Climber 2	Climber 3	Groundman	Truck	Chipper	Total/Hr	2012
Asplundh	Bucket	46.40	42.36				14.90	3.31	106.97	105.57
Asplundh	Manual	46.40	42.36	37.07	34.53		9.21	3.31	172.88	170.61
DeMar	Bucket	No Bid								
DeMar	Manual	No Bid								
Kramer	Bucket	Received Email - No Bid								
Kramer	Manual	Received Email - No Bid								
P & M Tree Service	Bucket	No Bid								
P & M Tree Service	Manual	No Bid								
Nelson Tree	Bucket	No Bid								
Nelson Tree	Manual	No Bid								
Warrensburg Tree Service	Bucket	No Reply								
Warrensburg Tree Service	Manual	No Reply								

Company	Number of Crews		Number of Work Day	
	Manual	Bucket		
Asplundh	1	1		\$150,000.00
DeMar				
Kramer				
P & M Tree Service				
Nelson Tree				
Warrensburg Tree Service				

Budget 21-64-6294 \$150,000.00

s:\WPWIN60\Tree Trimming\2013\2013 Tree Bid Results

CITY OF BATAVIA

DATE: January 11, 2013
TO: Public Utilities Committee
FROM: John Dillon
SUBJECT: Resolution # 13-07-R, Authorizing Purchase of Water Meters

Batavia's Water & Sewer Utility's are in the process of updating water meters throughout town. As such, the Utility's are in need of bulk purchasing of water meters and electronic reading devices.

Staff has spent considerable time and resources evaluating metering options and have concluded:

1. The water meters should remain Badger Meter, Milwaukee, Wis.
2. The electronic reading devices should remain Itron, Liberty Lake, Wash.

Both Badger Meter and Itron are major players in the world of metering and publicly traded companies on the NYSE & NASDAQ stock markets.

The City has a long history with both of these products with good success. Staff feels strongly that there should be standardization with the meters due to maintenance, parts, repairs and reading protocols. The standardization of the meters and associated reading system will ensure the City receives the proper revenue and errors will be minimized. This is very important as the price of water and sewer services continues to increase.

In the water industry each meter manufacturer has some degree of limited local distribution and sales opportunities. The local distributor for Badger Meter products is Midwest Meter Inc., Edinburg, IL.

Itron has three (3) local distributors. Fortunately, Midwest Meter Inc. (through Badger Meter) is an Itron partner and distributor of Itron products.

Staff solicited quotes for the purchase of residential Badger Meters and Itron reading devices. The quote is attached. Staff recommends Alternate Bid #3 from Midwest Meter Co. for the purchase of meters at unit price cost of \$130.00/each. Staff is recommending Council authorize the purchase of the additional meter units, as required, during calendar year 2013.

Recommendations:

1. **Staff recommends waiving formal bidding for the purchase of water meters and reading devices.**
2. **Staff recommends approval of Resolution # 13-07-R authorizing the purchase of Badger water meters and Itron reading devices from Midwest Meter Inc., Edinburg, IL. for an amount not to exceed one hundred fifty thousand dollars (\$150,000.00).**

C. Bill McGrath
Gary Holm
Peggy Colby
Byron Ritchason

**CITY OF BATAVIA
RESOLUTION #13-07-R**

**AUTHORIZING EXECUTION OF CONTRACT FOR THE PURCHASE OF
WATER METERS**

WHEREAS, the City of Batavia Water & Sewer Utility have identified the need for the bulk purchasing of water meters, and

WHEREAS, the City of Batavia has solicited quotes for the purchase of water meters and electronic reading appurtenances, and

WHEREAS, the firm of Midwest Meter Company, Edinburg, IL. is a local distributor of Badger Water meters and Itron reading products and has the appropriate expertise and experience necessary to provide the necessary meters, and

WHEREAS, Midwest Meter Company, Edinburg, IL., has submitted a quote, pursuant to an invitation to quote, for the provision of such meters and reading devices which is fair and reasonable and said quote ought to be accepted;

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

Section 1: That the Batavia Water & Sewer Utility's are authorized to purchase water meters and reading devices from Midwest Meter Company, Edinburg, Illinois for an amount not to exceed one hundred fifty thousand dollars (\$150,000.00).

PRESENTED to the City Council of the City of Batavia, Illinois, this ____ day of January, 2013.

PASSED by the City council of the City of Batavia, Illinois, this ____ day of January, 2013.

APPROVED by the Mayor of the City of Batavia, Illinois, this ____ day of January, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungels					Chanzit				
4	Volk					Starks				
5	Frydendall					Theelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	0 Abstention(s) counted as _____					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi L. Wetzel, City Clerk

CITY OF BATAVIA - WATER DIVISION
NOVEMBER - 2012

		Midwest Meter		Water Products		United Systems		
BID ALTERNATE #1 - ERT'S ONLY		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
ITRON 100WP-R, PULSER REMOTE W/10" CABLE, PRE-PROGRAMMED FOR BATAVIA	210	\$ 64.00	\$ 13,440.00	\$ 68.50	\$ 14,385.00	\$ 67.86	\$ 14,250.60	
ITRON 100WP-R, MOUNTING KIT FOR REMOTE INSTALLATIONS	210	\$ 2.00	\$ 420.00	\$ 2.50	\$ 525.00	\$ 2.15	\$ 451.50	
TOTAL COST ERT'S W/MOUNTING KITS			\$ 13,860.00		\$ 14,910.00		\$ 14,702.10	
ESTIMATED DELIVERY DATE		3	DAYS / in stock items	14-21	DAYS	15	DAYS	
BID ALTERNATE #2 - METER'S W/PULSE RTR								
BADGER METER, 5/8" X 1/2" METER W/PULSE RTR W/POTTED 10' CABLE	100	\$ 59.90	\$ 5,990.00	\$	\$	\$	\$	
BADGER METER 5/8" X 3/4" METER W/PULSE RTR W/POTTED 10' CABLE	100	\$ 59.90	\$ 5,990.00	\$	\$	\$	\$	
TOTAL COST METERS W/PULSE RTR			\$ 11,980.00		\$		\$	
ESTIMATED DELIVERY DATE		3	DAYS / in stock items		DAYS		DAYS	
BID ALTERNATE #3 - METERS W/PULSE RTR & ITRON 100W-P ERT								
BADGER METER 5/8" X 1/2" METER W/PULSE RTR, POTTED BOTH ENDS W/10' CABLE ATTACHED TO AN ITRON 100W-P, PULSER REMOTE, AND MOUNTING KIT, PRE-PROGRAMMED FOR BATAVIA	100	\$ 130.50	\$ 13,050.00	\$	\$	\$	\$	
BADGER METER 5/8" X 3/4" METER W/PULSE RTR, POTTED BOTH ENDS W/10' CABLE ATTACHED TO AN ITRON 100W-P, PULSER REMOTE, AND MOUNTING KIT, PRE-PROGRAMMED FOR BATAVIA	100	\$ 130.50	\$ 13,050.00	\$	\$	\$	\$	
TOTAL COST BADGER METERS W/PULSE RTR'S AND ITRON 100W-P ERT			\$ 26,100.00		\$		\$	
ESTIMATED DELIVERY DATE		10	DAYS / in stock items		DAYS		DAYS	

CITY OF BATAVIA

DATE: January 11, 2013
TO: Public Utilities Committee
FROM: Mustafa Kahvedzic, Project Engineer
SUBJECT: Resolution 13-08-R Authorizing Execution of Master Service Agreement with EEC, P.C.

Summary:

- The City of Batavia Electric Utility is seeking to retain professional engineering services from Electrical Engineering Consultants, P.C., hereinafter referred to as EEC, by entering into a Master Services Agreement. EEC will work with Electric Utility Staff with various engineering tasks as they are deemed necessary. Such tasks will include the development of construction standards and designing and planning projects. The nature of the Master Services Agreement will be Task oriented where a scope of work and cost will be provided and agreed upon prior to any professional services being performed.

Staff recommendations:

- Recommend Public Utilities Committee and City Council approve Resolution 13-08-R, Authorizing Execution of Master Service Agreement with EEC, P. C.

Attachments:

1. Master Service Agreement with EEC, P.C.
2. Resolution 13-08-R

CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-08-R

AUTHORIZING EXECUTION OF MASTER SERVICES AGREEMENT WITH
ELECTRICAL ENGINEERING CONSULTANTS, P.C.

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

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

WHEREAS, the City of Batavia shall execute a Master Services Agreement with Electrical Engineering Consultants, P.C., hereinafter referred to as EEC, for Professional Engineering Services; and

WHEREAS, EEC has the appropriate expertise and experience necessary to provide the professional engineering services for the City of Batavia and has submitted qualifications for said services.

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute the Master Services Agreement between EEC and the City of Batavia for professional engineering services. The Master Services Agreement between the City of Batavia and EEC Professional Corporation is attached hereto as Attachment "1".

CITY OF BATAVIA, ILLINOIS RESOLUTION 13-08-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 22nd day of January, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 22nd day of January, 2013.

Jeffery D. Schielke, Mayor

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

ATTEST:

Heidi Wetzell, City Clerk

AGREEMENT

THIS AGREEMENT, made this 22 day of JANUARY , 2013 by and between the CITY OF BATAVIA, (hereinafter referred to as the “City”), and ELECTRICAL ENGINEERING CONSULTANTS, P.C., (hereinafter referred to as the “Company), with regard to certain professional consulting engineering services performed by the Company per individual purchase order issued by the City (hereinafter referred to as the “Project”).

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

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The Company shall perform various electrical engineering services for the City in relation to the Project per individual purchase order issued by the City, including but not limited to the following:
 - a. Assist the City with preparation of electrical construction standards and exhibits.
 - b. Review plans, contract documents and reports prepared by others; perform value engineering; provide opinions and recommendations.
 - c. Provide design engineering services, including but not limited to the following:
 - i. Attend progress meetings, public meetings and City Committee/Council meetings as needed.
 - ii. Perform topographic and land surveying tasks.
 - iii. Prepare plans, specifications and opinions of probable construction costs.
 - iv. Prepare plats to accompany easements.
 - v. Assist City in obtaining permits.
 - vi. Provide opinions of probable construction costs
 - vii. Furnish City copies of plans and contract documents for review and comments, bidding and construction.
 - viii. Assist City in advertising and endeavoring to interest competent contractors in submitting bids; Attend pre-bid meetings and issue addenda as appropriate to clarify, correct or change the final design plans and bidding documents; Attend bid opening, prepare bid tabulation sheets, assist City in evaluating the bids received and advise the City in the matter of letting contracts for work on the basis of bids received
 - d. Provide construction engineering services, including but not limited to the following:
 - i. Provide consultation on interpretation of plans and specifications and changes under consideration as construction proceeds.
 - ii. Review shop drawings, if provided by the City.
 - iii. Conduct site visits and attend progress meetings as needed.

January 8, 2013

Re: Electrical Engineering Master Services Agreement – Electrical Engineering Consultants, P.C.

- iv. Review reports by testing laboratories on equipment and material tested, if provided by the City.
 - v. Review change orders, records and reports as needed.
 - vi. Review record drawings prepared by others.
3. This contract shall 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 shall 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 shall 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 Company shall not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
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"), and to the extent the Company's work, or any portion thereof, is subject to the Act, Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois. Certified payroll shall be timely submitted when applicable as required by law

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

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

January 8, 2013

Re: Electrical Engineering Master Services Agreement – Electrical Engineering Consultants, P.C.

penalties incurred by the City related to the violation, including reasonable attorneys fees incurred by the City to defend such an action.

8. Freedom of Information Act: Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act. Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.
9. Any payment made to the Company shall be strictly on the basis of quantum merit. 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 purchase order. 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 payment shall not exceed the agreed upon amount of the approved individual purchase order issued by the City. Compensation for services shall be in accordance with the current Engineer’s Fee Schedule (see attached Exhibit 1), or the fee schedule for the calendar year in effect at the time the work is being performed.
 - c. Additions or deductions to the approved total amount for services shall be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.
 - d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois, and approved with the State of Illinois and/or the City of Batavia.
10. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of the services.
11. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. All insurance will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

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

Special Requirement: If the Company is an architectural or engineering firm, said 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.

12. The Company will provide the services as required herein in accordance with the Project Schedule.
13. The Company will attend conferences and visit the site of the work as may be outlined in the scope of services at any reasonable time when requested to do so by the City.
14. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
15. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City nor the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

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

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

or expense arises from the negligence or willful misconduct of the City, its employees or agents.

17. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.
18. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.
19. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
20. The City may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided, they are deemed reasonable by the City.
21. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the provisions in the Agreement or 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

January 8, 2013

Re: Electrical Engineering Master Services Agreement – Electrical Engineering Consultants, P.C.

with its terms. In the event of default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

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

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

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

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

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

If to Company: Electrical Engineering Consultants, P.C.
Attention: President
230 Woodlawn Avenue
Aurora, IL 60506

with copy to: Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
Attn: Peter K. Wilson, Jr.
2111 Plum Street
P.O. Box 787
Aurora, IL 60507

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

January 8, 2013

Re: Electrical Engineering Master Services Agreement – Electrical Engineering Consultants, P.C.

with copies to: City of Batavia
Attention: Public Works Director
200 North Raddant Road
Batavia, IL 60510

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

25. This Agreement contains the entire agreement between the parties. No other writing, discussion or any other communication about possible terms is to be construed as forming part of the agreement between the parties. Any terms and conditions submitted by the Company as part of its proposal are specifically disavowed and such terms and conditions shall not supersede this Agreement.
26. This Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.
27. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

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

CITY OF BATAVIA, an Illinois
Municipality,

Company,

By: _____
Mayor

By: _____
President

Attest:

By: _____
City Clerk

CITY OF BATAVIA

Municipal Electric Utility

DATE: January 14, 2013
TO: Public Utilities Committee
FROM: Bob Rogde, Superintendent of Electric
SUBJECT: RESOLUTION #13-11-R——
DECLARE SURPLUS PROPERTY/DISPOSAL OF CITY PROPERTY

Referring to Resolution #13-11-R, I am requesting that 18 transformers, 11 capacitors, and 4 switchgear be declared surplus property.

The units are no longer usable by our Electric Utility.

Staff Recommendation: Approval of Resolution #13-11-R.

Recommended Committee Action: Motion to City Council for approval of Resolution #13-11-R Declaring these units as Surplus Property and permission to sell/dispose of them as needed.

c:
Mayor Schielke
City Council
Kevin Drendel
Bill McGrath
Gary Holm
Heidi L. Wetzel
Public Utilities Committee-Jeanette Armbrust
01/17/2013 PUBLIC UTILITIES COMMITTEE
01/22/2013 CITY COUNCIL
S:\WPWIN60\File Cabinet\Surplus\

**CITY OF BATAVIA
RESOLUTION 13-11-R**

**A RESOLUTION DECLARING CERTAIN PROPERTY TO BE
SURPLUS AND AUTHORIZING THE SALE/DISPOSAL THEREOF**

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 following property is no longer usable by the City of Batavia Municipal Electric Utility, and is hereby declared to be surplus property:

Pad Mount Transformers:

<u>#</u>	<u>KVA</u>	<u>LV</u>	<u>Serial #</u>	<u>Manufacturer</u>	<u>COB</u>
1	25	240/120	1938653191	Howard Industries	291
2	25	240/120	941074230	Cooper	291
3	50	240/120	79ZL32B020	McGraw-Edison	321
4	50	240/120	79ZL32B006	McGraw-Edison	321
5	50	240/120	871155450	RTE	321
6	50	240/120	4YN56943	Delta Y Electric	311
7	50	240/120	841122471	RTE	321
8	50	240/120	79ZL32B008	McGraw Edison	321
9	50	240/120	911084444	Cooper	321
10	500	480Y/277	95J991179	ABB	11051
11	500	480Y/277	89J517227	Westinghouse	11051
12	750	480Y/277	02D114321	Pauwels	350
13	1000	480Y/277	Q538836TXN	General Electric	13051

Pole Mount Transformers:

<u>#</u>	<u>KVA</u>	<u>LV</u>	<u>Serial #</u>	<u>Manufacturer</u>	<u>COB</u>
1	15	240/120	811117850	RTE	11070
2	25	240/120	861095698	RTE	11091
3	25	240/120	821058725	RTE	11091
4	37.5	240/480	24954	Solomon	11110
5	37.5	240/120	831129384	RTE	11111

Power Capacitors:

<u>#</u>	<u>KVAR</u>	<u>Serial#</u>	<u>Manufacturer</u>	<u>COB#</u>
1	200	071245945017	ABB	535
2	200	071245945057	ABB	535
3	200	071245945011	ABB	535
4	200	071245945018	ABB	535
5	200	071245945059	ABB	535
6	200	071245945009	ABB	535
7	200	071245945064	ABB	535
8	200	071245945069	ABB	535
9	50	A23411	General Electric	514

Power Capacitors:

<u>#</u>	<u>KVAR</u>	<u>Serial#</u>	<u>Manufacturer</u>	<u>COB#</u>
10	100	06UTL79591	ABB	534
11	100	06UTL79636	ABB	534

Switch Gear:

<u>#</u>	<u>Type</u>	<u>Serial#</u>	<u>Manufacturer</u>	<u>COB#</u>
1	LVS-9	851030	A.B. Chance	16022

Distribution Switch Gear:

<u>#</u>	<u>Volt</u>	<u>Amp</u>	<u>Serial #</u>	<u>Manufacturer</u>	<u>COB</u>
1	115	200	96358	McGraw-Edison	No-Inv
2	115	200	273633	McGraw-Edison	No-Inv
3	115	200	273637	McGraw-Edison	No-Inv

SECTION 2: That the Electric Utility is hereby authorized to dispose of the above surplus property to the highest bidder either at auction or through public bidding process.

PRESENTED to the City Council of the City of Batavia, Illinois, on the ____ day of _____, 2013.

PASSED by the City Council of the City of Batavia, Illinois, on the ____ day of _____, 2013.

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

Jeffery D. Schielke, Mayor

CITY OF BATAVIA RESOLUTION 13-11-R

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	Sparks					O'Brien				
2	Wolff					Dietz				
3	Chanzit					Jungels				
4	Stark					Volk				
5	Atac					Fryendall				
6	Clark					Liva				
7	Brown					Tenuta				
Mayor Schielke										
VOTE:		Ayes	0 Nays	Absent	0 Abstention(s) counted as _____					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi L. Wetzel, City Clerk

**CITY OF BATAVIA
RESOLUTION 13-13-R**

AUTHORIZING THE PURCHASE OF A 2013 FORD F-250 PICK-UP TRUCK

WHEREAS, the City of Batavia Electric Department has identified the need for a replacement of a 1994 pick-up truck;

WHEREAS, it is in the best interests of the City of Batavia to purchase this truck through the State of Illinois Joint Purchase Program through Bob Ridings Inc. Fleet Sales Program, Taylorville, Il 62568;

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

Section 1: That the Mayor and City Clerk are authorized to purchase a 2013 Ford F-250 pick-up truck in the amount of **\$20,745.00**

PRESENTED to the City Council of the City of Batavia, Illinois, this 22nd day of January, 2013.

PASSED by the City council of the City of Batavia, Illinois, this 22nd day of January, 2013.

APPROVED by the Mayor of the City of Batavia, Illinois, this 22nd day of January, 20103

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungels					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	0 Abstention(s) counted as _____					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi L. Wetzel, City Clerk

**Bob Ridings Inc. Fleet Sales Program
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd, Taylorville IL 62568**

Ph 217-824-2207

E-Mail: toddfleet@aol.com

FAX 217-824-4252

**YOUR GUIDE to the 2012-13 State of Illinois Joint Purchase Contracts for Local Governments,
Available to all Illinois Municipal Agencies!!**

BOB RIDINGS again invites your agency to **SAVE TIME AND MONEY** with the annual State of Illinois Joint Purchase Program. **NOTE** that **BOB RIDINGS** is the **ONE AND ONLY STATE CONTRACTOR** for these models!!!
Use the convenient order forms enclosed to select the following vehicles under State Contract—

2013 Ford F150 Contract PSD # 4017340 F250/350/450/550 Trucks Contract PSD # 4017340

2013 Dodge Grand Caravan Minivan Contract PSD # 4017157

2013 Ford Expedition Full Size Utility Contract PSD # 4017150

QUESTIONS? Contact me and SEE HOW EASY it is to use Bob Ridings and the Joint Purchase Program!!

- We are one of Illinois' largest and most experienced suppliers of government vehicles!
- We offer lots of options to tailor your vehicle to the job with the **USER FRIENDLY ORDER FORMS ENCLOSED**.
We can also accept **TRADE INS** (see form below) and offer Ford Municipal Lease Purchase (Inquire)
- We offer low cost delivery to your door and License and Title processing to further save you time and effort.

TO PLACE YOUR ORDER Fill out vehicle order form, checking off your model, color & interior, and options, etc.

- CALL ME** to review your selection and to inquire about trades or financing.
If you must plan for May 1 or other fiscal year issues let me know, but ORDER EARLY!!
- FAX and/or mail your order form and a purchase order** or letter of intent. Upon receipt we will send you an order confirmation letter for your records. Please allow an estimated 90 days minimum for delivery.
- We will contact you when your order is almost ready and will send invoice at that time to help you prepare your check before delivery! **Thank you for your business and we hope to see you soon!!**

Sincerely, Todd Crews, Fleet Sales Manager

TRADE INFORMATION REQUEST Fill out and fax this page and we will assign a trade value for the vehicle.

Ordering Agency: _____ **Contact Person:** _____

Address, City & Zip: _____ **Date:** _____

Phone: _____ **Fax:** _____ **Email:** _____ **TRADE VALUE \$** _____

YEAR _____ **MAKE** _____ **MODEL** _____ **BODY STYLE** _____

VIN # (17 digits) _____ **MILEAGE** _____ **COLOR** _____

PLEASE CIRCLE	Engine	Transmission	TRUCKS	TRUCK CAB	POLICE CARS
	4 6 8 Diesel	Man Auto	2wd 4x4	Reg Ext Crew	Marked Admin K9

PLEASE CHECK	<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Power Windows	<input type="checkbox"/> Bucket Seats	Other _____
	<input type="checkbox"/> Cruise Control	<input type="checkbox"/> Power Locks	<input type="checkbox"/> Spotlight	<input type="checkbox"/> Minivan Rear Air

PLEASE LIST _____
CONDITION such as holes from equipment removal and/or TRUCK EQUIPMENT such as snowplow or special body

LIST DAMAGE AND/OR INOPERABLE ITEMS _____

Unless noted we assume all vehicles to be highway safe with no significant mechanical or cosmetic damage. If further damage occurs while waiting for production we may require a new trade evaluation. Note our quote will also assume your continued use of the trade while waiting for the new vehicle. Please call with any questions and thanks for your business!!

Bob Ridings Fleet Sales Program

Todd Crews, Fleet Sales Mgr.

Ph. 217-824-2207

931 Springfield Rd

E-Mail

Fax 217-824-4252

Taylorville IL 62568

toddfleet@aol.com

Ordering Agency: City of Batavia Ford Fleet #

104 Quantity: 1

Contact Person: Brian Bettin Purchase Order #

Address: 200 North Raddant City & Zip: Batavia, IL

60510 Cost Each \$

Phone: 630-454-2359 Fax #: TOTAL ORDER COST \$

20,745.00

BOB RIDINGS is pleased to once again provide the official State of Illinois contract for the F250 lineup!

STEP 1, SELECT Your Truck Model XL Standard Package Equipment Includes:

6.2 Litre E85 V-8 w/385 HP & HD 6spd Automatic 9800 MIN GVWR, Approx 3500lb Payload Power Steering & Brakes
4 Wheel Disc Anti Lock Brakes & Advance Trac LT245/75R17E Tires w/Full Size Spare 17" Silver Styled Steel Wheels
Trailer Pkg. w/650 CCA Battery & 157 Amp Alternator, HD Oil & Trans Coolers, Class V Trailer Hitch and Wiring
Trailer Tow Mirrors 37 Gal Fuel Tank (30 Gal on Short Beds) Intermittent Wipers Front AND SIDE Air Bags
INCLUDES Air Conditioning Tilt Steering Wheel AM/FM Stereo Black Grille & Bumpers & HD Frt Tow Hooks
XL Trim w/40/20/40 Vinyl Split Seat & Full Vinyl Floor Covering 3/36 Basic Warranty, 5/60 Powertrain
4x4 Models Also Include Solid Front Axle & 2spd Transfer Case w/MANUAL HUBS! PHOTOS & INFO at www.ford.com
Ford F250 Reg Cab 2wd is State Bid Line 1, Commodity 5012-803-1012, Contract # 4017340

2013 Ford Super Duty REGULAR Cab F250 2wd \$17,535.00 X 4x4 \$20,080.00
F350 is Single Rear Wheel w/10,000+ min GVWR F350 2wd \$19,875.00 4x4 \$21,825.00

2013 Ford Super Duty SUPER Cab F250 2wd \$19,930.00 4x4 \$22,775.00
SUPER Cab includes Flip-Out Cab Access Doors F350 2wd \$21,785.00 4x4 \$24,425.00
& Folding Rear Bench Seat. Includes 6.75ft SHORT Bed use 8ft LONG Bed \$180.00

2013 Ford Super Duty CREW Cab F250 2wd \$20,645.00 4x4 \$23,490.00
CREW Cab includes Full Rear Doors and F350 2wd \$23,395.00 4x4 \$25,740.00
Full 3 Passenger Rear Bench Seat. Includes 6.75ft SHORT Bed use 8ft LONG Bed \$180.00

UPGRADE F350 to DUAL REAR WHEELS (includes 13,500 min GVWR, 8ft Long Bed Only) \$1200.00

6.7 Powerstroke Twin Turbo Diesel V8, includes dual 750 CCA Batteries & 100,000 mi Warranty \$6775.00

STEP 2, SELECT Paint Color, Interior and Options (Includes Steel Gray Interior)

X White Dk. Sterling Gray Bright Red Black Pale Adobe Beige
Silver Dk Blue "Jeans" Dk Green Gem School Bus Yellow \$600.00 Dk Red (XLT Only)

XL INTERIOR X Vinyl 40/20/40 Split Bench Seat Standard Cloth 40/20/40 Split Bench (Std w/XLT) \$100.00
(Inquire) Vinyl Buckets w/Mini Console \$325.00 CLOTH Buckets w/Mini Console \$475.00

XL OPTIONS Cruise Control \$195.00 DELETE Air Conditioning from XL (-\$625.00)
AVAILABLE AM/FM/CD/MP3 Player \$250.00 Power Pkg w/Pwr Windows/Locks/Heated Signal
(All Included) XL VALUE PKG! Cruise, CD AND Mirrors & Keyless Remote Entry \$795.00

with XLT) Chrome Bumper Décor Pkg \$550.00 ___ WITH CREW CAB \$1025.00
 ___ 17" Aluminum Wheels \$575.00

(next page)

XLT UPGRADE PACKAGE, Includes all XL Standard AND OPTIONAL Equipment Above, PLUS Pg 2

SYNC Bluetooth System, Chrome Grille, Aluminum Wheels, ___ **REGULAR Cab \$3875.00**
 Factory Trailer Brake, Cloth 40/20/40 Split Bench Seat PLUS MORE!!! ___ **SUPER Cab \$4175.00**
Specify ___ Full Vinyl Floor Covering ___ Carpet & Carpeted Mats ___ **CREW Cab \$4650.00**

OPTIONS ___ XLT Interior Pkg, Includes Power Driver Seat, Power Pedals, and Auto Headlamps \$735.00
FOR XLT ___ XLT Value Pkg Includes Interior Pkg PLUS Fog Lamps and Reverse Sensing System \$1035.00
ONLY ___ ADD Bucket Seats & Console to Packages (w/4x4 REQUIRES Electric Shift) \$300.00

___ SIRIUS Satellite Radio \$185.00 ___ Bodyside Molding \$60.00 ___ Power Telescopic Trailer Mirrors \$135.00

2013 F250/350 FACTORY OPTIONS for all Models

WORK ESSENTIALS We STRONGLY ENCOURAGE the following (*) important equipment for EVERY WORK TRUCK!!!

___ *Camper Pkg w/Aux Helper Springs & Stabilizer Bar \$150.00 ___ *All Terrain Tires ___ LT245 \$120.00
 ___ *Electric Switchable Shift-on-the-Fly 4x4 w/Auto Hubs \$175.00 w/XLT ___ LT265 \$420.00
 (NOTE Manual 4x4 Hubs and Floor Shift 4x4 are Standard) ___ ***4x4 Snowplow Prep Pkg \$75.00**
 ___ *Limited Slip Axle (Electronic Locking, 3.55 or 3.73) \$330.00 (REQ for Plow Use, Incl HD Front Springs)

___ 2wd Heavy Serv. Suspension (for Service Body) \$125.00 ___ Engine Block Heater \$65.00
 ___ Factory Switch Panel w/4 Upfitter Switches \$125.00 ___ Daytime Running Lights \$40.00
 ___ 4x4 Skid Plate Pkg, Fuel Tank & Transfer Case \$90.00 ___ Sliding Rear Window \$125.00
 ___ X CNG/LPG Prep Pkg (Inquire) \$290.00 ___ Roof Clearance Lights \$55.00
 ___ Factory Backup Alarm \$120.00
 ___ Factory Service Manual(s) \$325.00

FACTORY TRAILERING EQUIPMENT

___ Built-In Factory Trailer Brake (Included w/XLT) \$195.00
 ___ 5TH WHEEL Hitch Pkg, 18,000 lb Rating, Includes
 Factory Prep w/Bed Reinforcements & Wiring \$1550.00
 ___ GOOSENECK Pkg w/Ball & Factory Prep as Above \$575.00

(*) WITH DIESEL ONLY (Inquire)

___ *HD Dual Alternators, 160 Amps Ea \$375.00
 ___ *HD Single 200 Amp Alternator \$75.00
 ___ *Rapid-Heat Supplement Cab Heater \$225.00
 ___ *PTO Provision w/Automatic Trans \$225.00
 ___ *Manual Operator Regen (Inquire) \$225.00

FACTORY ELECTRONIC EQUIPMENT

___ **Factory Remote Start (REQUIRES Power Locks) \$185.00!!**
 ___ Reverse Sensing System (REQUIRES Pickup Box) \$225.00
 ___ Backup Camera w/LED Video Display (Pickup Only) \$470.00
 ___ SYNC Voice Command Bluetooth w/Steering Wheel
 Switches (REQ XL Value Pkg, Included w/XLT) \$350.00

EXTRA KEYS

___ Programmed Key with No Remote \$25.00 ea
 ___ Key/Remote Combo w/Pwr Locks \$150.00 ea

RUNNING BOARD OPTIONS (a MUST for 4x4s, Inquire)

___ **FACTORY Black XRegular Cab \$300.00**
 ___ **Running Boards Super or Crew \$350.00**
 ___ **Molded Mudflaps, Set of 4 \$125.00**

___ Tubular Cab Steps, ___ Polished Stainless \$475.00
 ___ Black Stainless \$375.00

___ Tubular Front Brush/Grille Guard, Black \$695.00
 ___ Polished Stainless \$995.00

INTERIOR AND BODY PROTECTION

___ Door Edge Guards, Black \$30.00
 ___ Heavy Duty Rubber Floor Mats \$65.00
 ___ Bug Deflector, Smoke Acrylic \$99.00
 ___ Vent Visors, Smoke Acrylic, Pair \$79.00
 ___ Factory Tailgate Step w/Assist Handle \$350.00
 ___ Molded Drop In Bedliner \$300.00
 ___ **FACTORY Pickup Spray in Bedliner \$475.00**
 ___ **RHINO LINER HD Spray In Bedliner \$575.00**
 ___ **Rustproof and Undercoat \$249.00**

SNOWPLOWS Include Quick Release Mount, Snow Deflector, and Joystick Control (REQUIRES Snowplow Prep Pkg)

FOR 4x4's ___ **WESTERN 7.5 Pro Plow Ultra Mount \$4995.00** ___ **BOSS 7.5ft Super Duty \$5175.00**
 ___ Western 8.0 ft Pro Plow \$5095.00 ___ 8.0 ft Super Duty \$5275.00
 ___ Western 8.5 ft Pro PLUS \$5495.00 ___ 8.5 ft Super Duty \$5395.00
 ___ Western 8.5 MVP V-PLOW \$5895.00 ___ 8.2 ft V-PLOW \$6295.00
 ___ ADD Hand Held Remote \$50.00 (Included w/VPlow) (All Boss INCLUDE Hand Held Remote)

___ **WESTERN ICE-BREAKER, STAINLESS 8ft V Box Spreader**, Includes 11hp Honda Engine,
 2.0 Cu Yd Hopper w/Top Screen, Mounted w/Ratcheting Hold Downs, Electric Controls in Cab \$8850.00

___ **WESTERN TORNADO, POLY 8ft VBox Spreader**, 1/2 hp Electric Power, 1.8 Cu Yd \$6100.00

___ **WESTERN Model 2500** Low Profile, Below Tailgate, 1/3 hp Electric Power, 8.5 cu ft Poly Hopper \$2475.00

___ **WESTERN Model 1000** Low Profile, Below Tailgate, 1/3 hp Electric Power, 8 cu ft Poly Hopper \$2225.00

RAMSEY ___ Patriot, 6000lb, Remote Controls, 95ft Cable w/Hook, Includes Black Grille Guard \$2885.00
WINCHES ___ REAR MOUNT 8000lb, Remote, Cable, Removable TRAILER HITCH Mount \$2285.00

8ft Service Body Packages Replace Factory Pickup Box and Bumper with 8ft Service Body, Standard 40" Height, 15" Deep, Includes 3 Compartments Per Side w/Std. Shelving Pkg., Treadplate Floor, Treadplate Step Bumper.

___ **KNAPHEIDE** Steel, Model 696J w/E-Coated Steel ` \$5995.00 ___ ADD Flip Top Body \$xxx.00
 Includes Stainless Paddle Latches & Slam Latch Tailgate. **See at www.knapheide.com**

___ **ASTORIA FIBERGLASS Body** \$xxxx.00 ___ ADD Flip Top Body \$xxxx.00
 Includes Stainless Paddle Latches, **www.brandfxbody.com** ___ Slam Latch Tailgate \$xxx.00

___ **KNAPHEIDE KUV** Model KC96U, **F350 ONLY INQUIRE** ___ ADD Keyless Remote \$650.00
 Cab High Canopy Roof, 45" Interior Height, Rear Double Doors w/windows. **www.knapheide.com**

OPTIONS FOR SERVICE BODIES **Paint** ___ White ___ Black **No Cost** ___ Lighting in Compartments \$4975.00
 ___ Paint to Match for all other Colors \$950.00 ___ **Master Locking System \$395.00
 ___ POWER LOCKS ___ **Hot Stick Compartment Door \$400.00
 ___ Weatherguard Model 1225 Ladder Rack **Included on KUV
 (1000 lb, 72" Wide) \$1425.00 ___ Pintle/Ball Combo Hitch \$350.00

STROBE LIGHTING OPTIONS ___ BACKRACK Cab Protector, Recommended for Pickup Light Mounting \$325.00
 ___ Federal Signal OR ECCO 6650A Amber Strobe Light, 6" Round \$395.00
 ___ Federal Signal OR ECCO 22" Amber Light Bar, ___ Rotate or ___ Strobe \$650.00
 ___ Federal OR Whalen 4 Way PARKING LAMP HOUSING Strobe System \$650.00

TOMMYGATE LIFTGATE ___ Model 54 & 60, 1000 lb w/11" Folding Extension (Not available w/Toppers) \$3075.00
 ___ USE ALUMINUM PLATFORM \$695.00 ___ UPGRADE to 1300 lb G2 ADD \$295.00

WEATHERGUARD ALUMINUM TOOLBOXES
 ___ Front Crossbox, ___ Single or ___ Double Lid \$895.00
 ___ Side Boxes, ___ Left or ___ Right Side \$725.00
 ___ Pair, BOTH Sides \$1395.00
 ___ HIGH Side Box ___ Left or ___ Right Side \$995.00
 ___ Pair, BOTH Sides \$1890.00

UWS ALUMINUM TOOLBOXES
 Bright Treadplate, Quality LOWER COST Toolboxes!!
 ___ Front Crossbox, ___ Single or ___ Double Lid \$450.00
 ___ Side Boxes, ___ Left or ___ Right Side \$450.00
 ___ Pair, BOTH Sides \$775.00

WEATHERGUARD Steel Ladder Rack ___ Model 1275, Black, 1000 lb Cap \$1450.00
 ___ WITH Screened Cab Protector, 1500 lb Cap \$1850.00 **www.weatherguard.com**

A.R.E. PICKUP TOPPERS PHOTOS & INFO at www.4are.com

___ **A.R.E. CX BODY COLOR FIBERGLASS CAP TOPPER**
 Cab High w/Side Windows, 3rd Brake Light \$1195.00
 ___ ADD Sliding Front Window \$75.00
 ___ DELETE Side Windows N/C
 ___ SWING UP Side Windows \$175.00
 ___ EXTRA Height Wedge Top \$350.00
 NOTE Toppers are bolted to bed rails
 ___ Install Clamped w/Aluminum Clamps \$30.00

___ **A.R.E. LS II FIBERGLASS TONNEAU COVER \$1125.00**
 Clamped to Bedrails, Body Color Lid, Raises w/Hydraulic Struts

___ **BEDSLIDE from A.R.E** ___ 1000lb Std \$895.00
 (Inquire or see @ 4are.com) ___ 1500lb HD \$1275.00
 ___ 2000lb HD \$1425.00

___ **A.R.E. DCU COMMERCIAL ALUMINUM TOPPER**

.035 Aluminum, Cab High w/3rd Brake Light, Dome Light, Swing Up Side Doors, Painted White (Inquire) \$1495.00
 ___ EXTRA HEIGHT Taller Roof \$175.00
 ___ SPECIAL PAINT Other Color \$250.00
 ADD ___ Swing Out Rear Double Doors \$250.00
 Window Options ___ NO Windows Included
 ___ Front and Rear \$175.00
 ___ Frt, RR and Sides \$295.00
 Side Doors ___ NO Doors, Solid Sides No Cost
 ___ Swing Up Window Doors \$295.00
 ___ ADD Built In Tool Bins \$250.00
 ___ WITH Shelves ADD \$200.00
 ___ Dome Lamps, Inquire \$100.00
 ___ Ladder Rack, 220 lb Capacity \$180.00
 ___ Deluxe Locking Ladder Rack \$695.00

FORD EXTENDED WARRANTY Factory Extended Warranty coverage good at any Ford Dealer, \$100 deductible after 3yr/36,000 mi. (NOT AVAILABLE with Service Body, INQUIRE) Inquire for details or different time or mileage limits.

___ **5yr/75,000 mi Extra Care** ___ **6yr/100,000 mi Powertain** ___ **5yr/75,000 mi. PremiumCare**
 ___ 2wd \$1250.00 ___ 2wd \$1250.00 ___ 2wd \$1495.00
 ___ 4x4 \$1450.00 ___ 4x4 \$1450.00 ___ 4x4 \$1695.00
 ___ Snowplow Pkg. \$1995.00 ___ Snowplow Pkg. \$1995.00 ___ Snowplow Pkg. \$2295.00

DELIVERY TO YOUR LOCATION
 ___ One Truck \$275.00 ___ Two or More \$225,00 ea

WE CAN PROCESS YOUR "M" LICENSE & TITLE
 ___ New Municipal "M" License and Title \$155.00

***PRELIMINARY INFORMATION, PLEASE CALL BEFORE ORDERING TO CONFIRM!!
PLEASE SUBMIT THIS FORM WITH YOUR ORDER AND THANK YOU FOR YOUR BUSINESS!!***