



COMMITTEE OF THE WHOLE

Monday, December 5, 2022
immediately following the
City Council Meeting at 7pm

City Hall Council Chamber
109 James Street
Geneva, IL 60134

Meeting Link:

<https://attendee.gotowebinar.com/register/2670113838018227543>

AGENDA

Ald. Brad Kosirog, Chair

- 1. Call to Order**
- 2. Recommend Suspending the Rules to Permit Council Member Kosirog to Chair this Meeting and to Vote on All Action Items on this Agenda.**
- 3. Approve Special Committee of the Whole Minutes from November 4, 2022 and Regular Committee of the Whole Minutes from November 7, 2022.**
- 4. Items of Business**
 - a. Consider Draft Ordinance Abating the Tax Levied for General Obligation Refunding Bonds, (Waterworks and Sewerage Alternate Revenues), Series 2021, in the Amount of \$2,012,200.00.
 - b. Consider Draft Resolution Authorizing the Execution of a Professional Engineering Service Agreement with Hampton, Lenzi and Renwick for Required IEPA Water Main Replacement and Lead Water Service Transition Plan at a Cost Not-to-Exceed \$98,750.00.

- c. Consider Draft Resolution Authorizing Execution of a Professional Engineering Services Agreement with Engineering Solutions for Design and Bidding Specifications for Water Treatment Plant HVAC System Rehabilitation at a Cost Not-to-Exceed \$33,900.00.
- 5. Public Comment / New Business**
- 6. Adjournment**

**SPECIAL COMMITTEE OF THE WHOLE MINUTES
NOVEMBER 4, 2022**

Elected Officials Present: Mayor Burns, Ald. Tara Burghart, Ald. Mike Bruno, Ald. Brad Kosirog, Ald. Rich Marks (arrived at 9:03am), Ald. Dean Kilburg, Ald. Becky Hruby, Ald. Gabe Kaven, Ald. Amy Mayer, Ald. Robert Swanson, Ald. Craig Maladra

Others Present: Winnie Frankel (SPAC Chair), Stephanie Dawkins, Rich Babica, Eric Passarelli, Mike Antenore, Ben McCready, Cathleen Tymoszenko, Pete Adams, Jeanne Fornari

1. Call to Order

Mayor Burns called the meeting (held at the Geneva Public Library) to order at 8:47 a.m. noting that all were present save for Ald. Marks who would be arriving late.

On a motion by Ald. Bruno, seconded by Ald. Mayer, Roberts Rules of Order were waived by unanimous voice. Burns first welcomed Winnie Frankel, representing the Strategic Plan Advisory Committee, then turned the meeting over to City Administrator Stephanie Dawkins.

2. Strategic Planning & Budget Development Workshop

Dawkins provided a preview of the day’s presentations and discussions, beginning with a presentation by Facilities Manager Pete Adams regarding the City’s facilities study and progress report/findings on those recommendations.

Adams provided an overview of the previous work done through the Facilities Assessment study in 2019-2020. Since coming on board in July, Adams had focused on clarifying and defining the more urgent needs of each facility- most notably the Police and City Hall buildings. Other projects included roof leaks at the Public Works and Water Treatment buildings, and west side Fire Station HVAC issues.

Adams then explained the process he undertook for defining space needs for City Hall and the Police Department and reported on his findings after visiting other comparable communities’ facilities including obtaining feedback from their employees. He noted that the North Aurora Police Station was a standard bearer in terms of square footage and adequate facilities. Regarding the Geneva Police Station, numerous functionality challenges existed including inadequate parking facilities, undersized locker rooms and evidence rooms, no space for certain training exercises, and HVAC inadequacies throughout the building. Adams also made the committee aware of the safety and security concerns, and general aging infrastructure and systems.

A more in-depth review of the issues and needs at City Hall was then presented beginning with inadequate space for the number of employees and services provided within the structure, individual departments spread

out within the building, and public services areas not all within one building/structure. He also noted the lack of security, dated HVAC, windows, and limited ADA access were further challenges that Adams pointed out.

There was consensus to replace the Police Headquarters, and explore options for a combined municipal center (to include services currently housed in City Hall), investigate funding strategies, and formally submit a request for proposals for a master plan based on the options put forth at the meeting.

After a short break, a presentation and discussion on policies on funding outside agencies was heard, with Economic Development Director Cathleen Tymoszenko reviewing the current budgeting and council directives of a 20% placeholder of hotel/motel tax revenues to be allocated to the Geneva History Museum with the knowledge that no dispersements would occur until a policy discussion and agreement was in place along with the development of parameters for future funding not only for the Museum but for all recipients.

Tymoszenko reviewed the current fund stability and projections of a negative fund balance by FY2025, noting that if current funding levels need to be met, shifting of expenditures to the General Fund or cutting services and/or projects would need to occur. She then reviewed the council's strategic plan initiatives her department was charged with and the numerous action items that are needed in the downtown. She further explained that creating a grant program for funding requests would prioritize the obligation to Geneva's taxpayers, develop equity for grant applicants, and meet accountability and transparency standards. Additionally, reviewing expenditures in advance of providing funds each fiscal year would add to meeting those standards.

Tymoszenko then explained how membership in a local convention and tourism bureau could fill the gaps that the Chamber of Commerce and City don't have the best tools to provide. Questions and discussion from the committee provided a general consensus to focus on moving to a grant program over a period of time and to ensure that the current History Museum agreement be a one-year agreement so the policy can be formulated and implemented.

After a short lunch break, Admin. Dawkins relayed an issue related to vehicle access and utility placement to the Bullock campus and an opportunity to extend Geneva Drive through Kirk Road to help accommodate utilities and emergency vehicle access, and to comply with the current comprehensive plan for that site. After a brief discussion, it was determined that staff would include the request for the access in the next round of plan comments.

Finally, there was an opportunity for the council members to discuss items of their choosing. Ald. Bruno brought up the Fox River Dam removal project and his desire to have a policy in place within a year. He also added that he would like to look into installing a solar farm on Prairie Green Preserve. Ald. Kilburg inquired about additional space for Gia Mia's outdoor seating options, and his desire to add a columbarium to Oak Hill Cemetery. Ald. Kosirog brought forward a constituent's inquiry on interest in testing biometric systems on handguns in the Police Dept. Ald. Marks expressed a desire to possibly add more speed signage in the City. Ald. Burghart asked about cross-walk assistance at Stevens and Anderson for Geneva High School students. Ald. Mayer inquired on the status of implementing the Bike Plan that was discussed in October. Ald. Swanson asked for status on the City's ability to purchase electric vehicles.

Asst. Admin. Ben McCready then facilitated the FY 2024 prioritization exercise with the council members.

Tier One objectives comprised:

- * provide equipment, infrastructure and facilities necessary to maintain efficient and reliable public services
- * develop a resilient local economy through the development of new commercial and industrial opportunities that add to the City's tax base
- * take actions to promote long-term sustainability and reduce the City's carbon footprint

Tier Two objectives comprised:

- * encourage tourism by enhancing the City's image and better accommodate the needs of visitors
- * be an inclusive community that is welcoming to people of all ages, backgrounds, abilities, and ethnicities
- * promote active lifestyles and physical well-being by ensuring a safe environment for bicyclists and pedestrians, as well as access to natural areas

3. New Business / Public Comment

None

4. Adjournment

On a motion by Ald. Kosirog, seconded by Ald. Mayer, the meeting was adjourned by unanimous voice vote at 2:25pm.

- submitted by Deputy Clerk Jeanne Fornari

GENEVA COMMITTEE OF THE WHOLE MEETING MINUTES**Monday, November 7, 2022**City Hall Council Chambers
109 James St., Geneva, IL 60134

Elected Officials Present: Mayor Burns, Ald. Bruno, Ald. Kaven, Ald. Kilburg, Ald. Maladra, Ald. Marks, Ald. Mayer, Ald. Swanson, Clerk Kellick.

Elected Officials Attending by Teleconference: Ald. Hruby.

Others Present: City Admin. Dawkins, Asst. City Admin. McCready, City Attny. Sandack, Supt. Holton, Dir. Babica, Dir. Tymoszenko, Dir. Kruse

Absent: Ald. Burghart, Ald. Kosirog.

Call to Order

Council member Gabriel Kaven, serving as chair, called the meeting to order at 7:34 PM noting all council members except for Ald. Burghart and Ald. Kosirog were present, with Ald. Hruby attending via teleconference.

Recommend Suspending the Rules to Permit Council Member Kaven to Chair this Meeting and to Vote on All Action Items on this Agenda.

Moved by Ald. Marks, seconded by Ald. Mayer.

Voice Vote: 7-0 (Burghart and Kosirog absent from voting, Kaven abstaining).

MOTION CARRIED.

Approve Special Committee of the Whole Minutes from October 10, 2022 and Regular Committee of the Whole Minutes from October 17, 2022.

Moved by Ald. Bruno, seconded by Ald. Swanson.

MOTION CARRIED unanimously by voice vote of those present 8-0.

Items of Business

Consider Approval of Draft Resolution Authorizing Execution of a Contract with Municipal Well & Pump at a Cost Not-to-Exceed \$258,210.00 for Well No. 6 Rehabilitation.

Moved by Ald. Mayer, seconded by Ald. Marks.

On a question from Ald. Kilburg, Dir. Babica noted that this issue is an isolated incident and has nothing to do with the water table and aquifer in the area. On another question, Dir. Babica commented that the depth of wells varies and that he would provide the depth information to the City Council the following day.

MOTION CARRIED unanimously by voice vote of those present 8-0.

Consider Approval of Draft Resolution Waiving Competitive Bidding and Authorize Execution of a Contract with Municipal Well & Pump at a Cost Not-to-Exceed \$31,990.00 for Well No. 8 Treatment Process.

Moved by Ald. Marks, seconded by Ald. Mayer.

MOTION CARRIED unanimously by voice vote of those present 8-0.

Consider Draft Resolution Executing 7th Amendment to Agreement for Sale and Purchase of Electric Capacity and Energy with WM Illinois Renewable Energy, LLC for the Years 2023 and 2024.

Moved by Ald. Mayer, seconded by Ald. Marks.

On a question from Ald. Mayer, Supt. Holton stated that the electric price to be paid by the City will increase from \$32 per MWh to \$42 per MWh starting January 1, 2023 and will remain so through the end of 2024.

On a question from Ald. Kilburg, Supt. Holton noted that output is dropping off quickly so it would be good if the City gets another five years out of this.

MOTION CARRIED unanimously by voice vote of those present 8-0.

Consider Draft Resolution Establishing Basic Parameters for a Public Private Partnership and a Redevelopment Agreement to Induce a Mixed Use (Commercial-Residential Building) Building at 122 E. State and 130 E. State Street.

Moved by Ald. Mayer, seconded by Ald. Marks.

Dir. Tymoszenko introduced a project in the preliminary planning stages and presented a request for TIF assistance for the project. Josh Voit of Emerald Real Estate Holdings and Steve Chirico, owner and founder of Great Western Flooring, are both part of the development team for the project and spoke about the plans for building. Mr. Voit stated that the project at the northwest corner of State and

Crissey would be a mixed-use building with 12 multi-family units on 2 floors above 6,000 sq. ft. of space for retail stores. Eight of the units would be one-bedroom units and four would be two-bedroom units. Mr. Voit expressed the desire to consider one affordable housing unit per floor. Great Western Flooring would be an anchor tenant comprising 65% of the ground floor retail space. Mr. Voit explained that this location works well for this project as the State Street location is beneficial for retail, while residential-use property is located to the north. He noted that the proximity to downtown and the river make this a perfect location for this mixed-use property.

Mr. Voit further explained that the building would abut State Street with parking in the back of the building. The design of the building will appear older and restored so that it blends in with the other local area architecture.

On a question from Ald. Bruno, Mr. Voit confirmed that this building will be elevated. Mr. Voit confirmed that there is a significant downward gradient to the lot. One of the challenges to the site is the grading of the lot from a drainage perspective and plans to build a retaining wall next to the attorney's office next door. The building will not follow the grade. To do so would be less expensive but the commercial area on the right side of the building would then be unusable. Mr. Voit also explained that the building will be 37-feet high with a decorative parapet wall to hide utilities at the top of the building.

A similar project in Naperville featured 8,000 sq. ft. of retail space on the ground floor and 8 luxury rental residences above. This project was completed in October 2018. Great Western Flooring is an anchor unit there and a dental office is now located in one of the units. The building shares an alley with million-dollar homes and the impact to the neighborhood has been almost zero, with support from the community. While those are luxury rental units, Mr. Voit commented that the goal of the Geneva building is to keep rents in the low \$2,000's on the lower end to \$2,900 for a 2-bedroom.

Mr. Chirico then spoke about Great Western Flooring and commented that the business has been in the area since 1988 and was in Geneva for 10 years before moving for a larger space. He noted that this is a destination business with exclusive products and is a low-traffic business. He noted that there may be 30 customers at most in a day. As a destination business, the location on State and Crissey works well. The business has no deliveries, very little lighting and traffic needs and isn't open late so it works well in the proposed location. He stated that

he is confident that a similar business such as a plumbing or cabinetry business would want to join Great Western as a tenant.

Mr. Voit commented that the challenges present include the site itself, finding a retail partner that will succeed in that location, and offsite improvements that will require work with IDOT. As a result, they'll need help to make this work.

Dir. Tymoszenko then noted that this location is in the Geneva Fox River TIF area. She explained the TIF area goals which are met by this project, including redeveloping vacant and underutilized properties; enhancing the streetscape and landscape; repairing and replacing public infrastructure; supporting the goals of overlapping plans, and increasing opportunities for local and minority-owned businesses. Dir. Tymoszenko stated that the City met with the developers early onto determine preliminary underlying costs of the project and those totaled \$7,377,917. These are related to the site assembly, utility upgrades to the site, and stormwater management. The base EAV for the site is \$102,101 and to date the site has generated an increment of \$1,662 with no increment generated since the last existing structures there were demolished and moved in 2018. The projected increment for the proposed development will likely cover the assessment depending upon how soon the project begins. Currently, there is an 80%/20% private to public investment in the site.

On a question from Ald. Bruno, Mr. Voit noted that they do want green space in front of the building and acknowledged Ald. Bruno's desire not to see a large retaining wall on State Street. On another question from Ald. Bruno, Mr. Voit noted that the building will include flexible space to which any retailer could adapt. On a further question from the alderperson, Mr. Voit stated that retail with a complementary use to Great Western would be considered. Restaurants, for example, would not work because of the hours and because that use would not fit in with the residential properties nearby.

Ald. Mayer stated that she would like the two affordable units in the building to be codified but likes the concept.

On a question from Ald. Marks, Dir. Tymoszenko noted that there are 12 years remaining on the TIF and the money generated from the development would pay back the investment depending upon when the project begins. She stated that the two other projects covered by the TIF are the Mill Race project and the bottling works project, the latter of which is being marketed as a redevelopment opportunity. Ald. Marks stated that he doesn't want people thinking that any

development opportunity will be covered by the City. Dir. Tymoszenko noted that projects relying on the TIF will depend upon the fair market value and appraisal and a pay-as-you-go determination would have to be made. On another question from Ald. Marks, Dir. Tymoszenko stated that tonight's vote would establish a framework for moving forward including acknowledging costs, identifying the gap at this level, and showing that the City is comfortable with everyone working toward the redevelopment project at that level.

On a question from Ald. Kilburg, Mr. Chirico and Mr. Voit acknowledged that their Naperville project was not in a TIF. Mr. Voit noted, however, that they worked with Naperville on a major water supply issue regarding providing a 3-block, 12-inch water main to the site in which the City agreed to participate in some of the costs involved. On a second question from Ald. Kilburg, Mr. Voit stated that the EAV on the Naperville property was approximately upwards of \$6.5M. On another question from Ald. Kilburg, Mr. Voit and Mr. Chirico explained that the location is perfect for entering downtown and is perfect as a residential property as people can walk to dining locations downtown. As for business, it has a connection with the downtown business district.

Ald. Swanson stated that he is uncomfortable including the land's acquisition price in the computation of the 20% mix because that would establish a floor to all property owners. Additionally, he noted that affordable units should be codified as part of the plans.

Following up to Ald. Swanson's comment, Dir. Tymoszenko stated that there are many issues involved in the site acquisition regarding site preparation and carrying costs. Wording in the resolution could be changed to meet that request, as well as to ensure that affordable units are included. Ald. Swanson acknowledged that he would appreciate this. Admin. Dawkins noted that the resolution is not the final agreement so that specific details would still be refined.

Ald. Hruby stated that she would like for the two affordable units to be a reality instead of a proposal.

Roll call:

AYES: 8 (Bruno, Hruby, Kaven, Kilburg, Maladra, Marks, Mayer, Swanson)

NAYS: 0

ABSENT: 2 (Burghart, Kosirog)

MOTION CARRIED.

Consider Approval of the Estimated Tax Levy for 2022 Property Taxes.

Moved by Ald. Marks, seconded by Ald. Mayer.

MOTION CARRIED unanimously by voice vote of those present 8-0.

Public Comment / New Business

Ald. Marks reminded everyone to vote tomorrow.

Closed Session on the Discussion of Minutes of Meetings Lawfully Closed, Whether for Purposes of Approval By the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06 of the 5 ILCS 120/2(c)(21) and to Discuss the Purchase, Sale, or Lease of Property for the Use of the Public Body Pursuant 5 ILCS 120/2(c)5

Moved by Ald. Mayer, seconded by Ald. Marks to go into closed session at 8:53 PM.

Roll call:

AYES: 8 (Bruno, Hrubby, Kaven, Kilburg, Maladra, Marks, Mayer, Swanson)

NAYS: 0

ABSENT: 2 (Burghart, Kosirog)

MOTION CARRIED.

Return to Open Session:

Moved by Ald. Marks, seconded by Ald. Swanson to return to open session at 9:40 PM.

Roll call:

AYES: 8 (Bruno, Hrubby, Kaven, Kilburg, Maladra, Marks, Mayer, Swanson)

NAYS: 0

ABSENT: 2 (Burghart, Kosirog)

MOTION CARRIED.

Open Session to Approve Release of Certain Closed Session Minutes and Approve Destruction of Certain Closed Session Audio Recordings Pursuant to 5 ILCS 120/2.06(c).

Moved by Ald. Kilburg, seconded by Ald. Marks.

Ald. Marks read that the motion is to release the full session of the February 10, 2020 closed session meeting minutes; the full session of the February 24, 2020 closed session meeting minutes; portions of the April 20, 2020 closed session meeting minutes; the remaining of the September 7, 2021 closed session meeting minutes; the full session of the November 15, 2021 closed session meeting minutes; the full session of the December 6, 2021 closed session meeting minutes, and the full session of the March 21, 2022 closed session meeting minutes. The motion is to also approve destruction of audio files of the February 10, 2020, February 24, 2020, and April 20, 2020 closed session meeting minutes.

Roll call:

AYES: 8 (Bruno, Hruby, Kaven, Kilburg, Maladra, Marks, Mayer, Swanson)

NAYS: 0

ABSENT: 2 (Burghart, Kosirog)

MOTION CARRIED.

Adjournment

On a motion by Ald. Marks, the meeting was adjourned by unanimous voice vote at 9:44 PM.

- Submitted by Clerk Kellick



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	2022 Annual Tax Abatement Ordinance		
Presenter & Title:	Rita Kruse, Finance Director		
Date:	December 19, 2022		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: SG-I			
Estimated Cost: \$ N/A		Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The City annually abates taxes for various bond issues using Water/Wastewater revenues, mainly comprised of user fees. These alternative revenue bonds are required to be repaid by property taxes or user fees. This annual process removes the debt service payments from the property tax bill and requires the bonds to be paid from the user fees collected in the Water/Sewer Fund. For FY 2024, the amount is \$2,012,200 related to the 2021 General Obligation Refunding Bonds, Series 2021.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • 2021 GO Refunding Bonds Abatement Ordinance (Waterworks and Sewerage Alternate Revenue) 			
Voting Requirements:			
<p><i>This motion requires a simple majority vote.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Approval of Ordinance 2022-xx (Tax Abatement) as presented.			

ORDINANCE NO. 2022-XX

AN ORDINANCE ABATING THE TAX LEVIED FOR THE PAYMENTS DUE UNDER THE TERMS OF A CERTAIN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$10,885,000 GENERAL OBLIGATION REFUNDING BONDS, (WATERWORKS AND SEWERAGE ALTERNATE REVENUES), SERIES 2021, OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS

WHEREAS, the City Council of the City of Geneva, Kane County, Illinois, did, on November 1, 2021, adopt Ordinance No. 2021-31, An Ordinance authorizing and providing for the Issuance of Not to Exceed \$8,300,000 General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2021A, and Not to Exceed \$4,980,000 General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2021B, of the City for the Purpose of Refunding Certain Outstanding Obligations of the City, Providing for the Terms and Security and Payment for the Bonds, Authorizing the Execution of Bond Orders and an Escrow Agreement in Connection Therewith and Providing for the Sale of the Bonds to the Purchaser Thereof; and

WHEREAS, said Ordinance is now in effect and has been ordered by the terms thereof to be filed with the County Clerk of Kane County, Illinois; and

WHEREAS, it is advisable and in the best interest of the City that the tax heretofore levied under said Ordinance for the year 2022 be abated in the sum of \$2,012,200 from funds provided from water/wastewater rates.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

Section 1: That the tax levied in said Ordinance under Section 15 for the year 2022 be abated in the sum of \$2,012,200. The amount of such tax so levied which is to be abated for the year 2022, and the remainder of such tax so levied for the year 2022, is as follows:

<u>Year of Tax</u>	<u>Tax Levied in Said Ordinance</u>	<u>Amount of Tax to be Abated</u>	<u>Remainder of Tax Levied</u>
2022	\$2,012,200	\$2,012,200	\$ -0-

Section 2: That with the passage of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the county clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax for the year 2022 accordingly.

Section 3: This Ordinance shall be in full force and effect from and after its passage as in accordance with law. Consent is hereby given that this Ordinance be published in pamphlet form.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 19th day of December, 2022.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 10

APPROVED by me as Mayor of the City of Geneva, Kane County, Illinois, this 19th day of December, 2022.

Mayor

ATTEST:

City Clerk



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering services relative to water main replacement and a lead water service transition plan required by Illinois Environmental Protection Agency		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	December 19, 2022		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMSII, ESIII			
Estimated Cost: \$98,750.00	Budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>Staff is in need of Professional Engineering Services to assist in providing planning documents and a required lead water service transition plan to the Illinois Environmental Protection Agency (IEPA). The plan submitted to the IEPA will be another step in complying with the Lead Service Line Replacement and Notification Act sign into law by Illinois Governor Pritzker. Staff anticipates having roughly 900 lead and galvanized water services that will need to be replaced at an annual rate of 7% with up to 15 years for completion beginning no later than 2027. Staff has determined that a 10-year completion timeline plan is best to offer some flexibility in meeting the compliance date. The majority of the 900 lead and galvanized water services are connected to 100 plus year old water main that has reached its useful life. The 10-year plan will include the replacement of these water mains. The cost will be paid for within the existing budget and be reflected in a future budget amendment if necessary.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Engineering Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend approval of a Resolution authorizing the City Administrator to execute a Professional Engineering Service Agreement with Hampton, Lenzini and Renwick at a cost not-to-exceed \$98,750.00			

RESOLUTION NO. 2022 _-__

**RESOLUTION AUTHORIZING EXECUTION OF
Professional Engineering Services**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Professional Engineering Service Agreement with Hampton, Lenzini and Renwick, Inc. relating to water main replacement and a lead water service transition plan.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2022

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

November 1, 2022

Bob VanGyseghem
Superintendent of Water & Wastewater
City of Geneva
1800 South Street
Geneva, IL 60134

Re: Water Main Construction and Lead Service Transition Plans

Dear Mr. VanGyseghem:

We prepared this letter to serve as the agreement between the City of Geneva (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for preparation of planning documents services requested relative to water main replacement and lead service transitions plans required by the IEPA.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit B, appended hereto.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- GIS Data
- Size Requirements for new water mains
- Estimated minimum/maximum expenditures per year

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Bob VanGyseghem
 City of Geneva
 November 1, 2022
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Employee Classification	2022 Rates
PRINCIPAL	\$ 225.00
ENGINEER 6	\$ 195.00
ENGINEER 5	\$ 175.00
ENGINEER 4	\$ 160.00
ENGINEER 3	\$ 150.00
ENGINEER 2	\$ 120.00
ENGINEER 1	\$ 105.00
STRUCTURAL 2	\$ 210.00
STRUCTURAL 1	\$ 170.00
TECHNICIAN 3	\$ 140.00
TECHNICIAN 2	\$ 120.00
TECHNICIAN 1	\$ 85.00
INTERN/TEMPORARY	\$ 60.00
LAND ACQUISITION	\$ 155.00
SURVEY 2	\$ 145.00
SURVEY 1	\$ 115.00
ENVIRONMENTAL 2	\$ 150.00
ENVIRONMENTAL 1	\$ 100.00
ADMINISTRATION 2	\$ 140.00
ADMINISTRATION 1	\$ 80.00

These rates will remain in effect through December 31, 2022. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2023.

At this time, we estimate the cost of our services will not exceed **\$98,750.00**. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within

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thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name	Bob VanGyseghem
Title	Superintendent of Water & Wastewater
Address	1800 South Street Geneva, IL 60134
Office Phone	630-232-1551
E-mail	bvangyseghem@geneva.il.us

For the Consultant:

Name	Randy Newkirk
Title	Principal in Charge
Address	380 Shepard Drive Elgin, IL 60123
Office Phone	847-697-6700
E-mail	rnewkirk@hlreng.com

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall

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be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's reasonable control, nor shall the Consultant be deemed in default of this Agreement. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; work slowdowns or stoppages; government ordered industry shutdowns; power or server outages; severe weather disruptions or other natural disasters; fires, riots, war, widespread infectious disease outbreaks (including but not limited to epidemics and pandemics), or other emergencies or acts of nature; failure of any government agency or utility to act in timely manner; failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product; delays caused by the faulty performance by the Client's or by contractors of any level; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Entire Agreement

This Agreement, comprising pages 1 through 8, and Exhibits A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

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Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

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Opinions of Probable Construction Cost (Engineer's Estimate)

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

Requests for Clarification or Interpretation

The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents, or is reasonably inferable from them, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

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If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full

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responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with your approval, please have the proper City officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

Randy Newkirk, PE
Corporate Secretary

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Geneva for Water Main Construction and Lead Service Transition Plans services set forth above.

By _____ Date _____
Title _____

ATTEST:

By _____
Title _____

EXHIBIT A
Scope of Service
Water Main Construction and Lead Service Transition Plans
City of Geneva

SCOPE OF SERVICES

The City of Geneva (hereinafter the "Client") has requested professional engineering services for water main construction and lead service transition plans (hereinafter the "Project"). The following outlines the proposed Project scope of services.

UNDERSTANDING OF THE PROJECT

Hampton, Lenzi and Renwick, Inc. (HLR) has prepared this Scope of Work for engineering services based on our knowledge of the Project from the following items:

- IEPA regulations
- Pre-Scope Meeting

The following is a list of basic project understandings

- The City will provide HLR basic information regarding the water system including
 - Current fee structure
 - Anticipated fee structure
 - Average use per household
 - Average Demand
 - Peak Demand
 - Location of known or suspected Lead Services
 - Violations related to lead services
- HLR will utilize City GIS to create maps for the project plan and transition plan.
- It is understood that this will be a tight timeline and HLR will utilize resources to try to stay on the schedule provided. Items reviewed by outside agencies are outside of our control. All delays will be notified to the Client
- This is a plan to secure funding for the City. The actual plan can be modified to fit outstanding situations
- The funding plan will be for the entire multi-year project. The City loans will be year to year from the IEPA. The lending rate will vary from year to year, accordingly, typically following 50% of commercial lending rate
- The lead service transition plan will be similar to the project plan with modifications to exhibits and narrative.

The project limits are understood to be:

Street	From & To
N. 1st Street	State to Hamilton
N. 1st Street	Hamilton to Peyton
N. 1st Street	Peyton to Ford
N. 1st Street	Ford to Stevens
N. 2nd Street	State to Hamilton
N. 2nd Street	Hamilton to Peyton
N. 2nd Street	Peyton to Ford
N. 3rd Street	Hamilton to Peyton
N. 3rd Street	Peyton to Ford

N. 3rd Street	Ford to Stevens
N. 4th Street	State to Hamilton
N. 4th Street	Hamilton to Peyton
N. 4th Street	Peyton to Ford
N. 4th Street	Ford to Stevens
N. 5th Street	State to Hamilton
N. 5th Street	Hamilton to Peyton
N. 5th Street	Peyton to Ford
N. 5th Street	Ford to Stevens
N. 6th Street	State to Hamilton
N. 6th Street	Hamilton to Peyton
N. 6th Street	Peyton to Ford
Ford Street	River to 1st
Ford Street	1st to 2nd
Ford Street	2nd to 3rd
Ford Street	3rd to 4th
Ford Street	4th to 5th
Ford Street	5th to 6th
S. 1st Street	State to James
S. 1st Street	James to Campbell
S. 1st Street	Campbell to Franklin
S. 1st Street	Franklin to Fulton
S 2nd Street	State to James
S 2nd Street	James to Campbell
S 2nd Street	Campbell to Franklin
S. 4th Street	State to James
S. 4th Street	James to Campbell
S. 4th Street	Campbell to Franklin
S. 4th Street	Franklin to Fulton
S. 4th Street	Fulton to South
S. 5th Street	State to James
S. 5th Street	James to Campbell
S. 5th Street	Campbell to Franklin
S. 5th Street	Franklin to Fulton
S. 5th Street	Fulton to South
S . 6th Street	State to James
S . 6th Street	James to Campbell
S . 6th Street	Campbell to Franklin
James Street	7th to 6th
James Street	7th to 8th
James Street	8th to 9th
James Street	9th to S. Lincoln
James Street	S. Lincoln to Kaneville

S. Lincoln	James to State
Campbell Street	7th to 6th
Franklin Street	7th to 6th
Franklin Street	6th to 5th
Fulton Street	7th to 6th
Fulton Street	6th to 5th
South Street	6th to 5th
South Street	5th to 4th
South Street	4th to 3rd
W. State Street	River Ln to 1st Street
W. State Street	1st Street to 2nd Street
W. State Street	2nd Street to 3rd Street
W. State Street	3rd Street to 4th Street
W. State Street	4th Street to 5th Street
W. State Street	5th Street to 6th Street
W. State Street	Logan to Grant
N. Lincoln	State to Peyton
N. Lincoln	Peyton to Ford
N. Lincoln	Center to Union
N. Lincoln	Union to Gray
McKinley	State to Peyton
McKinley	Peyton to Ford
McKinley	Ford to Center
McKinley	Center to Union
McKinley	Union to Gray
Anderson	State to Peyton
Anderson	Peyton to Ford
Anderson	Ford to Stevens
Anderson	Stevens to Center
Anderson	Center to Eklund
Anderson	Eklund to Gray
Ford	Logan to N. Lincoln
Ford	N. Lincoln to McKinley
Ford	McKinley to Anderson
Ford	Anderson to Richards
Richards	Union to Eklund
Richards	Eklund to Gray
Gray	Logan to Anderson
Wilson	Gray to Eklund
Illinois	Stevens to North
Illinois	North to Center
Illinois	Center to Union
Illinois	Union to Eklund

Edison	North to Center
Edison	Center to Union
Edison	Union to Eklund
Union	Richards to Illinois
Union	Illinois to Edison
Union	Edison to May
North	Richards to Illinois
North	Illinois to Edison
Shady	Cheever to Elizabeth
Elizabeth	Shady to Batavia Ave.
Forrest	Cheever to Easton
Hawthorne	Cheever to Easton
Dow	Cheever to Easton
Peck	Meadows to Hawthorne
Peck	Hawthorne to Batavia
Meadows	Cheever to Easton
Wall	Howard to Garfield
Howard	Wall to Jefferson
Garfield	State to Wall
Garfield	Wall to Jefferson
School	State to Wall
School	Wall to Jefferson
School	Jefferson to Dodson
Woodlawn	State to Summit
Woodlawn	Summit to Jefferson
Woodlawn	Jefferson to Dodson
N. Harrison	State to Jefferson
Jefferson	N. Harrison to Woodlawn
Jefferson	Woodlawn to School
Jefferson	School to Garfield
Jefferson	Garfield to Howard
Crissey	State to Oak
Crissey	Oak to Spring
Crissey	Spring to Chalmers
Nebraska	Oak to Spring
Nebraska	Spring to Chalmers
Kansas	State to Oak
Kansas	Oak to Spring
Kansas	Spring to Chalmers

Schedule – Based on our project understanding, the following are project milestones desired by Client.

- Agreement approved November 7, 2022 for the Project Plan, Funding Nomination, and Lead Service Transition Plan
- IEPA Project Plan Submitted by December 31, 2022
- Funding Nomination Form Submitted by March 31, 2023
- Chosen projects are notified by July 1, 2023
- Advertise for first group of projects by October 1, 2023
- Transmit Lead Service Transition Plan to IEPA by April 15, 2024

Project Plans (Watermain Replacement and Lead Service Replacement Plans) - HLR will prepare a Project Plan Report identifying key elements and defining the basis of design and preliminary project costs associated with the City of Geneva 2023 Watermain and Lead Service Line Replacement Program. The Project Plan will be prepared in accordance with the Illinois Environmental Protection Agency requirements for securing funding from the Public Water Supply Loan Program (PWSLP). The plans have some redundancies but evaluating alternatives and separating cost estimates and determining user fee impacts will require separate calculations. The Project Plan will include:

- EXECUTIVE SUMMARY
- IDENTIFY NEEDS
 - Define Service Area
 - Define Existing Water System
 - Identify Regulatory Issues
 - (Including Lead Service Line Replacement)
 - Identify Environmental Parameters
 - (Per SRF Environmental Checklist)
 - Project Future Demands
- IDENTIFY ALTERNATIVES
 - Materials
 - Construction Methods
 - Temporary Mitigation
 - Coordination with Other Improvements
- TECHNICAL ANALYSIS
 - Water Quality
 - Durability
 - Repair & Replacement
 - Environmental Impacts
 - Construction Impacts
- COST EFFECTIVENESS
 - Construction Costs
 - Operations, Maintenance & Repair Costs
 - Replacement Costs
 - Engineering Costs
 - Administrative and Legal Costs
- SELECTED ALTERNATIVE DESCRIPTION
 - Basis of Design
 - Materials
 - Environmental Benefits
 - Construction Impacts

- Regulatory Issues
- Scheduling
- Costs

- FINANCIAL PLAN
 - SRF Loan Terms & Repayment Schedule
 - Dedicated Source(s) of Revenue
 - User Fee Impacts
- IMPLEMENTATION SCHEDULE
 - Planning
 - Design
 - Financing
 - Bidding
 - Construction

HLR will complete the Environmental Checklist and assist the City to prepare correspondence and associated documentation with the required environmental agencies. The City will provide HLR with the required information relative to the physical capabilities and limitations of the existing potable water system, proposed improvements which may impact elements of the Project Plan, and information relative to existing user fee structure in support of the Project Plan effort.

Lead Service Transition Plan - HLR will prepare a Lead Service Transition Plan that will identify how the City of Geneva plans to meet the 15-year transition required by the IEPA. This plan will be based on the inventory of known services, cost estimates and funding opportunities information included in the Project Plan. The Lead service Transition Plan will define a program to specifically identify the limits of areas with known lead service to be replaced on an annual basis to reach the targeted complete replacement of all known lead services within the targeted time frame of 15 years. This will include mapping and estimated annual cost information.

The report will be transmitted to the IEPA on or before April 15, 2024 as required by the IEPA.



**CITY OF GENEVA
PROPOSED ENGINEERING SERVICES
WATERMAIN PROJECT PLAN / LEAD SERVICE REPLACEMENT PLAN /
LEAD SERVICE TRANSITION PLAN
DETAILED COST BREAKDOWN**

Task	Description	Employee Classification				Direct Costs	Hours	Fee
		E6	E5	E3	T3			
1. WATERMAIN PLANNING SERVICES								
	Project Plan - Water Main Replacement	8	100	145	52		305	\$ 48,090.00
	Project Plan - Lead Service Replacement	8	72	90	38		208	\$ 32,980.00
	Lead Service Transition Plan	8	24		10		42	\$ 7,160.00
2. COORDINATION AND CONSULTATION								
	Prepare and Attend Coordination Meeting	8	8				16	\$ 2,960.00
	Coordination with IEPA	2	12				14	\$ 2,490.00
3. QUALITY ASSURANCE AND PROJECT ADMINISTRATION								
	Quality Assurance and Quality Control	12					12	\$ 2,340.00
	Project Administration	14					14	\$ 2,730.00
	Total	60	216	235	100	\$ -	611	\$ 98,750.00



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering service to prepare design and bidding specifications for HVAC system rehabilitation and modernization at Water Treatment Plant		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	December 19, 2022		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMSII, ESIII			
Estimated Cost: \$33,900.00	Budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>Staff is in need of Professional Engineering Services to provide bid documents and plans for the rehabilitation and modernization of the HVAC system at the Water Treatment Plant. The Water Treatment Plant has a complex HVAC system for heating and cooling that is 15 years old. The system has had several failures in the past year and is in need of modernization and rehabilitation. Staff is recommending that Engineering Solutions be hired to provide bidding documents due to staff's lack of knowledge in this specialty. The cost will be paid for within the existing budget and be reflected in a future budget amendment if necessary.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Engineering Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend approval of a Resolution authorizing the City Administrator to execute a Professional Engineering Service Agreement with Engineering Solutions at a cost not-to-exceed \$33,900.00			

RESOLUTION NO. 2022 _ - _

**RESOLUTION AUTHORIZING EXECUTION OF
Professional Engineering Services**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Professional Engineering Service Agreement with Engineering Solutions Team, relating to HVAC rehabilitation and modernization at Water Treatment Plant.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2022

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk



November 04, 2022

Mr. Bob Van Gyseghem
Superintendent of Water and Wastewater
City of Geneva Public Works Department
1800 South Street
Geneva, IL 60134

SUBJECT: The Water Treatment Plant
HVAC System Rehabilitation and Modernization Project – Phase 2 Engineering
Proposal and Letter Agreement for Engineering Services

Dear Mr. Van Gyseghem:

Thank you for your request to have the Engineering Solutions Team continue to be of service to The City of Geneva with the required Phase 2 plan and specifications and contract document development for the Water Treatment Plant HVAC System Rehabilitation and Modernization Project. This Scope of Work will also include all the necessary Bid Assistance.

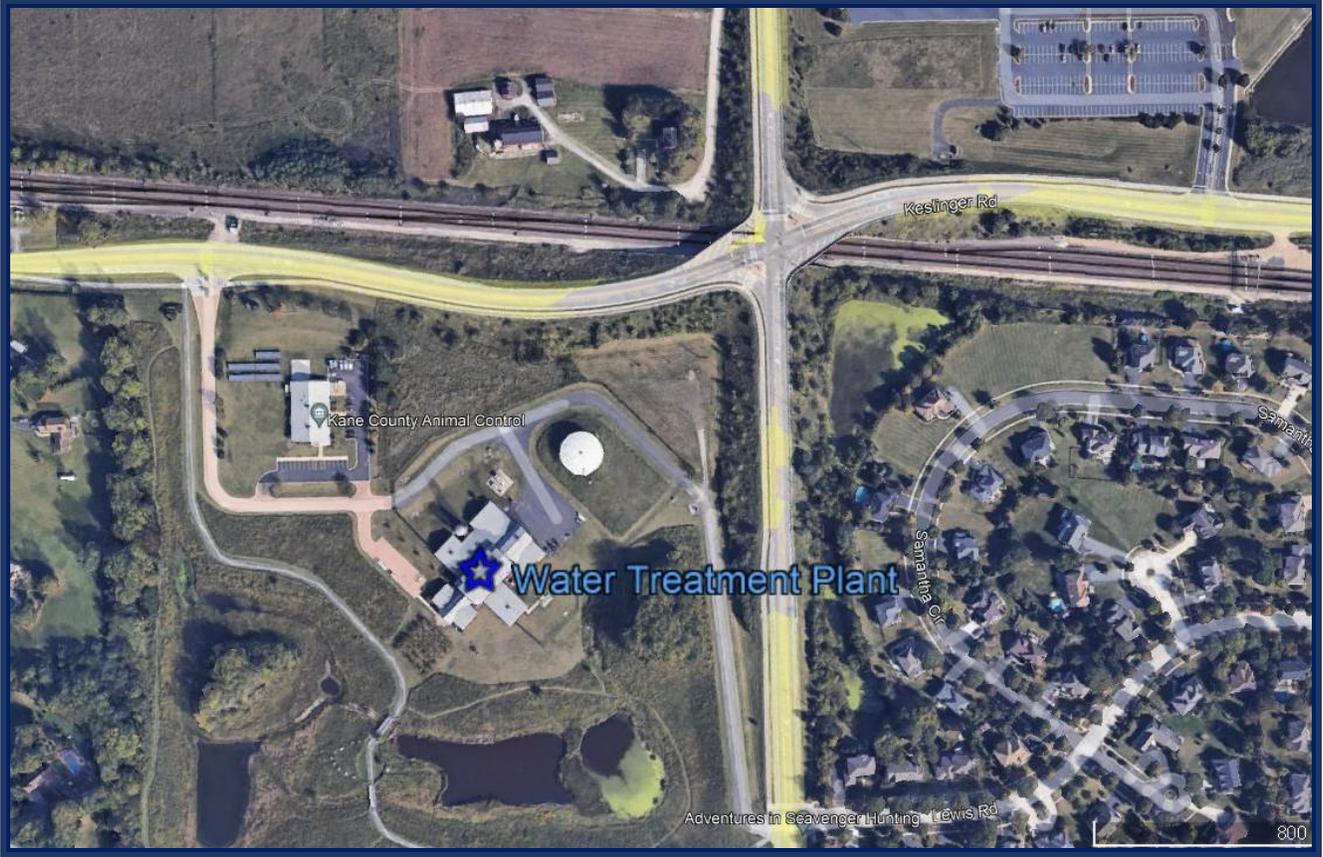
This proposal is based on the Phase 1 Report recently developed and completed by Engineering Solutions Team and discussions at the Team Meeting conducted on October 31, 2022.

Existing Conditions:

Built about 2008, this building has seen a service life of 15 years. Functioning as a public works facility – water treatment plant. The shape of the structure is a roughly rectangle in shape. The architectural style is reminiscent of a farm style with a replica corn silo that is used for material storage. The building is one story with a very large equipment mezzanine over the center portion. With a reception area, offices, labs and training rooms in the front and water treatment equipment located in the center portion of the building. The back spaces are used for chemical, maintenance, and garages. The floor plate area is approximately 23,614 sq ft for the garage/office space and another 6,600 sq ft for the equipment mezzanine. Most of the mechanical equipment resides on the mezzanine level. The architect firm was Black & Veatch of Chicago, IL. The original general contractor was Williams Brothers, and the mechanical contractor was J.A. Fritch (out of business). Due to the function of the building several large quantities of corrosive chemicals are used for treatment and processing of water.

Summary:

With the building 15 years old, the mechanical systems are original. There are many comfort related complaints, in particular, from the office spaces located along the exterior walls. This type of system is inherently energy intensive and hard to control with no Building Automation System (BAS).



The Project Site Plan



The Water Treatment Plant.



Equipment List, Summary and Scope of Work:

Ground Floor

- AHU1** – Serves the administrative Office spaces at the south end of the building and laterally along the west. WILL BE REMOVED AND REPLACED.
- AHU2** – Serves the Conference Room, Lunchroom, and storage spaces at the south end of the building and laterally along the east. WILL BE REMOVED AND REPLACED.
- PAC1** – Located on an exterior pad on the west side of the building, services the 1st floor lab space located in the front along the west wall. This existing unit will remain as is.
- DEH1** – Services the large process treatment space on the 1st floor. It has a 10,000cfm capacity with direct fire heating. The unit was reported in good condition and is excluded from this Project.
- AHU3** – Serves as a makeup unit only for the chemical room. The unit does not have any heating or cooling capacity and is in good working order. This unit will remain as is.
- AHU4** – Services the rear hallway and both locker room spaces. WILL BE REMOVED AND REPLACED.
- MAU1** – Services the sodium hypochlorite storage and the fluoride storage/feed rooms. WILL BE REMOVED AND REPLACED.
- EHX Only** – Garage and service pumps areas. These spaces contain dedicated heating and no cooling. The unit is excluded from this Project.

Mezzanine

- PAH1** – Services the Mezzanine VFD [electrical room] in the southwest corner of the building. THE VERTICAL AIR HANDLER AND ITS ASSOCIATED CONDENSING UNIT WILL NEED TO BE REPLACED WITH A SMALLER UNIT.
- MS1** - Supplements cooling provided by PAH1 in the electrical room. The unit is in good condition and only 1 year old. This unit will be left as backup for the newly installed and larger PAH1.
- BAS** - The Building Control System is based around three control panels. THE PLAN AND SPECS WILL ADDRESS POSSIBLE IMPROVEMENTS TO THE CONTROLS AND BAS. THIS WILL BE PRESENTED AS AN ALTERNATE PORTION TO THE BID. THE CITY COULD THEN DECIDE THEIR DIRECTION AFTER THE BID OPENING.
- EXF1** – NORTH EXHAUST FAN TO HAVE A LINE ITEM ADD OF \$3000 ADDED TO THE BID FORM TO ADDRESS DEFICIENCIES IN THE DAMPER/LOUVERS.

Plan, Specification and Project Presentation:

The Engineering Solutions Project Design Team will prepare the Plan and Specifications and Bid Package utilizing the following criteria:

- The Plan Drawings will be developed utilizing the Autodesk Revit product. Revit drawings utilize the existing plan pdf files. The existing drawings are used as the base sheet. This base is then screened. The proposed equipment and plan are then drafted over the existing screened base sheet. It is anticipated that 6 – 9 drawings will be developed for this project.
- The Project Technical Specifications will utilize the AIA Project Specifications version 2017.



- The General Project Specifications. Engineering Solutions Team will utilize and customize the transmitted city of Geneva Specifications. These Customized Specifications will request that the Bidders submit with their bid, 5 similar recent local projects with references and the resumes of the Contractor’s Project Manage and Site Superintendent. These criteria will allow the City to select the contractor that it deems best suited for this project.
- The Contract Bid Documents will utilize the AIA Owner/Contractor Documents version 2017 or the City of Geneva Standard Bid Documents.
- As discussed at the Phase 1 Review Meeting, this Plan will be designed, and the Project Specifications will be developed to construct this project in a phased approach. Phase A Construction will be planned for 2023 and Phase B Construction will be planned for 2024. The successful bidder will be selected for both Phases of this project. However, the City will be given the option that if not satisfied with the Contractor’s performance after Phase A, the City does not have to renew the Contract for Phase B and is allowed to rebid the project for the remaining Phase B portion.
- The Project Documents will be advertised and distributed utilizing QuestCDN.com.
- An on-site MANDATORY Pre-Bid Meeting will be conducted.
- The Public Bid Opening will be conducted at City Hall on a Monday morning at 10:00 am.

Project Schedule:

• Anticipated Notice to Proceed	=	November 22, 2022
• Preliminary Plan Submission	=	December 19, 2022
• FINAL Plan and Specification Submission	=	January 16, 2023
• Budget Approval and Adoption	=	February 6, 2023
• Project Advertisement	=	February 16, 2023
• MANDATORY Pre-Bid Meeting	=	February 28, 2023
• Bid Opening	=	March 6, 2023
• Construction Start	=	after May 1, 2023

Owner Responsibility:

The **Owner** will provide the **Engineer** with:

1. The **Owner** will provide the **Engineer** with all existing Building Plans.
2. The **Owner** will openly communicate with the **Engineer** with all pertinent information to facilitate total project success.
3. The **Owner** will provide the **Engineer** with the Standard City of Geneva Project Specifications. WORD Document.
4. The **Owner** and the **Engineer** will both be present at the Pre-Bid Meeting.



Insurance:

The Engineering Solutions Team, Company carries \$1,000,000.00 / \$2,000,000.00 of Professional Liability Insurance with Continental Casualty Company the David Agency. The Engineering Solutions Team, Company also carries business liability insurance with an aggregate of \$4,000,000.00 with The State Auto Insurance Companies. If the **City of Geneva** would like to be listed as an additional insured for this project; please advise the Engineering Solutions Team.

Project Team:

Project Manager = Edward J Kalina, PE
Project Engineer / Mechanical Engineer = Larry McElheny, PE
Engineering Designer = Damon Bridges

Engineering Team Billing Rates:

Based on the described work, Engineering Solutions Team proposes to be compensated as follows:

Project Manager = \$ 150./hour
Project Engineer / Mechanical Engineer = \$ 150./hour
Engineering Designer = \$ 125./hour

Engineer’s Level of Effort and Compensation:

The described work will be performed as follows:

- Plan Development = PE/ME – 100 hours / ED – 8 hours / PM - 8 hours
- Project Technical Specifications = PE/ME - 16 hours / PM – 4 hours
- Project General Specifications and Bid Documents
= PE/ME - 16 hours / PM – 16 hours
- Advertise Project and Communicate with Contractors
= PE/ME - 8 hours / PM – 16 hours
- Pre-Bid Meeting and Addendum = PE/ME - 16 hours / PM – 8 hours
- Project Management and Coordination = PE/ME - 8 hours / PM – 8 hours

Total Projected Project Team Manhours

= PE/ME – 164 hours / ED – 8 hours / PM - 60 hours = 222 hours

Total Projected Project Team Professional Fee

= \$ 33,600.

The anticipated Direct Costs are projected as follows:

- Plots = \$ 150.00
- Mileage = 300 miles * \$ 0.50/mile = \$ 150.00
- Direct Cost Totals = \$ 300.00

TOTAL Projected Project Costs = **\$ 33,900.00**



Term of This Agreement:

It is intended that all terms of this Agreement will apply for 1 month from the date of this proposal. Should the OWNER postpone concurrence with this Agreement beyond that specified date; then the ENGINEER reserves the right to review and adjust the required scope, schedule, efforts and fees for this Project.

Additional Services:

Although Engineering Solutions Team has the capability and would be pleased to perform the following services, our proposal considers the following listed services as “Additional Services”:

- Phase 3 Engineering for this Subject Project.
- Any additional designs requested to be performed other than what is specifically described in this Agreement.

Close:

The **Engineering Solutions Team** again looks forward to the opportunity to provide Engineering Services and Solutions to **The City of Geneva** for the development and design and installation of a Rehabilitated and modernized and cost-effective HVAC System for the Water Treatment Plant.

Furthermore, The Engineering Solutions Team, ensures that the Said work will be performed as described. This letter is intended to act as our Agreement.

Thank you. Respectfully yours,

Edward J Kalina

Edward J Kalina, PE
President, Project Manager

Larry McElheny

Larry McElheny, PE
Project Engineer

Cc: Mr. Mike Anderson, City of Geneva, Project Manager

I have reviewed this letter, and hereby agree to the terms of this agreement.

Name/Title [print]

Signature and Date: City of Geneva