

**AGENDA  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
WILLIAM TURNER, CHAIRMAN**

**MONDAY, APRIL 25, 2016, 7:00 P.M  
CITY COUNCIL CHAMBERS  
2 E. MAIN STREET, ST. CHARLES, IL 60174**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADMINISTRATIVE**
  - a. Electric Reliability Report – Information only.
  - b. Active River Project Update – Information only.
  - c. Tree Commission Minutes – Information only.
  - d. Red Gate Water Tower Logo Modification – Information only.
- 4. PUBLIC WORKS DEPARTMENT**
  - a. Recommendation Waive the Formal Bid Procedure and award Purchase Order for Construction of Tri-Cities Training Facility Shelter.
  - b. Recommendation to award the Bid for Well #13 Alternative Disinfection Improvements/Construction.
  - c. Recommendation to award Agreement for Design Engineering Services for Phosphorus Removal Project.
  - d. Recommendation to award the Bid for Residential Demolition Services.
  - e. Recommendation to Waive the Formal Bid Procedure and approve Mosquito Abatement Contract.
  - f. Recommendation to award the Bid for Asphalt Materials.
  - g. Recommendation to approve Intergovernmental Agreement with District 303 for Fiber Services.

- h.** Presentation of 2015 Annual Electric Reliability – Information only.
- i.** Recommendation to approve and accept Easement at 300 North Randall Road for New Cell Tower.
- j.** Recommendation to award the Bid for Legacy Substation Control Building.
- k.** Recommendation to approve Construction Contract for the South Tyler Road Reconstruction and Resurfacing Project.
- l.** Recommendation to approve Construction Engineering Services Agreement for the South Tyler Road Reconstruction and Resurfacing Project.
- m.** Recommendation to approve Construction Contract for the Illinois Bridge Repair Project.
- n.** Recommendation to approve Construction Engineering Services Agreement for the Illinois Bridge Repair Project.
- o.** Recommendation to Waive the Formal Bid Procedure and approve Purchase Order for the State Street Creek Project.
- p.** Recommendation to approve Consulting Engineering Services Agreement for the 7<sup>th</sup> Avenue Creek Project.
- q.** Presentation of Riverside Avenue Resurfacing Project – Information only.

**5. FINANCE DEPARTMENT**

- a.** Recommendation to approve Ordinances Authorizing Changes in Rate Structure for the Electric, Water and Wastewater Utilities for the City of St. Charles.

**6. POLICE DEPARTMENT**

- a.** Recommendation to approve Street Closure, Class E2 Liquor License and Use of Amplification Equipment for the Heritage Center “Best of St. Charles Foodie Fest and Family Fun Day”.
- b.** Recommendation to approve Street Closure for Baker Memorial Church Car Washes to be held on May 21, 2016 and June 11, 2016.
- c.** Recommendation to approve Use of Amplification Equipment for the 2016 Bob Leonard 5K and 1K Family Color Fun Run/Walk.

- d. Recommendation to approve the Use of Langum Park for the 2016 Camping with the 8<sup>th</sup> Event.
- e. Recommendation to approve the Use of Langum Park for the 2016 Train the Trooper Event.
- f. Recommendation to approve a Proposal for a C1 Liquor License for Prohibition Saint Charles located at 1 West Illinois Street, Suite 170B, St. Charles.

**7. EXECUTIVE SESSION**

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

**8. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS**

**9. ADJOURNMENT**



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
-----------------	----	-----------	---	-----------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

For information only.

**Attachments:** *(please list)*

\*March 2016 Outage Report

**Recommendation / Suggested Action** *(briefly explain):*

For information only.

*For office use only:* Agenda Item Number: 3.a

**City of St. Charles  
March 2016 Outages**

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	3/3/2016	2:26 AM	44	NE Quadrant	L13167	Insulator contamination on ComEd switch on Route 64 during snow event or possibly City arrester flashover	1384	60,896	ComEd	L13167
2	3/3/2016	11:19 AM	3	Timbers and Wildrose Springs	224	Utility Error - energized closed switch to unterminated cable as part of Route 31 relocation job. Southern half of Circuit 224 impacted.	309	927	Utility Error	Utility Error
3	3/4/2016	10:39 PM	37	NE Quadrant	L13167	City arrester failure at terminal pole. Possible contamination or possible over voltage from 1/29/16 event.	1384	51,208	Equipment	Arrester
4	3/5/2016	1:49 PM	41	3879 E. Main St.; PNC Bank	736	Scheduled outage for new construction.	1	41	Scheduled	SCMEU
5	3/13/2016	6:21 AM	0	Rt. 64 to Division & S. Tyler to Kautz Rd.	111/511/513/515	Raccoon on top of 5T1 caused ComEd OA/RA on L13155, automatic recloser.	702	0	Animal	Raccoon
6	3/16/2016	1:15 PM	60	301 Division St.	312	Flickering lights. Secondary connector failure. Connections were replaced.	1	60	Equipment	Connector
7	3/18/2016	7:25 AM	40	S. 10th Ave.	311	Squirrel came in contact with underground riser. Riser cable isolated & power was restored.	32	1,280	Animal	Squirrel
8	3/18/2016	10:26 AM	0	NE Quadrant	733/734 & 534	Momentary outage caused by a mouse that made contact in switchgear. Switchgear was checked and mouse was removed.	1125	0	Animal	Mouse
9	3/25/2016	9:56 AM	0	Red Gate area	112	Momentary outage - phase to phase flashover in switchgear north of North HS.	393	0	Equipment	Switch
9	3/25/2016	9:56 AM	49	North High School	112	Flashed-over in switchgear on Redgate W. of Rt. 31. Span was isolated that faulted & restored power with alternate resource.	2	98	Equipment	Switch
10	3/31/2016	1:10 PM	52	Walnut Dr. to S. 19th St., & Oak St. to Walnut St.	214	Tree branch on line after heavy rain event. Branch was removed, line inspected & refused.	80	4,160	Tree	Small Branch
						<b>Total of Interrupted Minutes</b>		<b>118,670</b>		
						<b>Total SAIDI*</b>	<b>7.693</b>			
						Total of ComEd Interrupted Minutes		<b>60,896</b>		
						Total SAIDI without ComEd	<b>3.745</b>			
						*System Average Interruption Duration Index (SAIDI)				



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Active River Project Update –Information Only

Presenter: Chris Adesso

*Please check appropriate box:*

	Government Operations	X	Government Services – 04.25.16
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$0.00	Budgeted:	YES		NO	
-----------------	--------	-----------	-----	--	----	--

**Executive Summary:**

The Active River Task Force wishes to provide the Council Committee updates on the status of topics pertaining to the Active River Project/Concept. The Task Force offers the attached information to the Committee. A member of the Task Force will be available at each of the Government Services Committee meetings to respond to any questions or comments that the Council Committee may have.

**Attachments:** *(please list)*

March 7, 2016 - Task Force Meeting Minutes  
 March 21, 2016 – Task Force Meeting Minutes

**Recommendation / Suggested Action** *(briefly explain):*

None – For information only

<i>For office use only:</i>	<i>Agenda Item Number: 3.b</i>
-----------------------------	--------------------------------

**MINUTES  
ACTIVE RIVER TASK FORCE MEETING  
ST. CHARLES  
JOHN RABCHUK, CHAIRMAN  
MARCH 7, 2016**

**Members Present:** Chair John Rabchuk, Chris Adesso, Trish Beckjord, Chris Bong, Rick Brems, Holly Cabel, Jim Enck, John Wessel

**Members Absent:** Monica Meyers

**Others Present:** Ed Werneke, Tony Zehnder, Isabel Soderlind

**Visitors Present:**

**1. Call to Order**

The meeting was convened by John Rabchuk at 8:12 a.m.

**2. Minutes Review and Approval**

Motion to accept and place on file the minutes of the February 22, 2016 Active River Task Force meeting. Motion by Trish Beckjord, second by Jim Enck to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Monica Meyers

Motion carried at 8:13 a.m.

**3. Communications and Marketing Update**

**A. Update on Logo and Design**

Rick Brems mentioned he had no updates regarding the Active River logo and design. Erin Maresko, the graphic designer, has been out of the office for the week. He hopes to have an update for everyone at the next meeting.

**B. Discuss Alternative Approach**

The Task Force discussed a different strategy in attempt to appeal community-wide support of this project. Discussion included the following points to increase awareness:

- Connect with groups and people around town that have influence on the community for support e.g., America-in-Bloom Committee, homeowner associations, school district, Friends of the Fox and other similar groups as the Preservation Partners in Geneva.
- More visibility of the Active River Project and easy access to the Active River Task Force meeting minutes on the River Corridor or City's website.
- Increase involvement of children and school district.
- Align and support the 7th Avenue Creek project; this is a major tributary to the river and modification of the creek will improve the river. Join efforts on grant funding for this project.

- Highlight the ecological improvements and ecological restoration of the river as one of the goals of this project.

#### **C. Support for the Active River Project from the Brownstone Homeowners Association**

John Rabchuk attended a Brownstone HOA meeting. Some of the residents at this meeting expressed a concern regarding the size and height of the proposed sculpture(s). There were approximately a dozen residents however that were very supportive, praising the entire Active River Project effort as “the best thing going to bring life back to downtown St. Charles in addition to improving property values”. The negative turned into a positive.

### **4. Task Force Updates**

#### **A. Grant Applications Update**

##### **Bob Leonard Walk Update:**

The Kane County Riverboat Grant application was submitted on February 29, 2016. Missing from the application was the City’s land use authorization/resolution and the 2015 River Corridor Foundation tax return. The River Corridor Foundation has approved up to \$20,000 for this project. Due to the timing and potential weather delays, this work may extend into 2017.

##### **Charlemagne Island Sculpture Project**

The Community Foundation of the Fox River Valley conducted their site tour and preliminary evaluation on Friday, February 12, 2016. They encouraged increasing the grant application to \$25,000 with part of the funds possibly subsidizing the necessary engineering work. The application has been drafted and will be submitted by May 2, 2016.

Per John Rabchuk, verbal approval has been received from the Honeyman family for the relocation of the memorial tree on Johannsson’s Island.

#### **B. Engineering Information Update**

John Rabchuk reported the scope of work and concept cost estimates from Greg Chismark (WBK) is almost complete. He is working with Scott Shipley from S2O Design for the RiverPark portion of the project.

Chris Adesso mentioned that there is no need for the City to meet with the Illinois Department of Natural Resources (IDNR) until the engineering work is completed; this information will be essential to the meeting with the IDNR. Trish Beckjord also recommended the Task Force meet with the City once the discussion takes place with the IDNR.

#### **C. Meetings and Presentations**

##### **Metro West Council – Fox River Subgroup**

A meeting with the Metro West Council-Fox Valley subgroup has yet to be determined, most likely it will be sometime in April.

##### **St. Charles East High School- Environmental Science Classes and ECO-Club**

John Rabchuk met with: Gary Swick, from the Friends of the Fox, and two teachers from St. Charles High East High School, Laurie Nannini, Environmental Science instructor, and Elizabeth Savickas of the Eco-Club. The discussion included involving the high school

students in the water quality testing in conjunction with the Active River Project. Per John Rabchuk, Gary Swick is very excited to utilize high school students in this initiative.

The water testing will monitor the dissolved oxygen levels, phosphorus content and microbiological analysis. Mr. Swick will work with the Sierra Club to define the “best-testing” methodology. A meeting will need to be coordinated between Mr. Swick, Ms. Nannini and the City’s Public Works Department to determine if these tests can be conducted at the City of St. Charles’ Public Works Lab.

Several testing locations were determined. The canoe launch at St. Mary’s Park and the beach along the Red Gate Dog Park are viable testing sites that will assist in keeping the students safe and out of deep water.

An email was sent to Pam Otto at the St. Charles Park District requesting the assistance of her summer program students to conduct the water testing in June and July, when the high students would not be available to test. Holly Cabel mentioned the students attending this program were much younger in age than the high school students. Jim Enck recommended utilizing Eagle Scouts or Life/Star Scouts to take the water samples.

**Stormwater Presentation at Munhall School**

Mr. Rabchuk indicated that Jim Richter, the Assistant Principal at St. Charles East High School, will attend the annual River Corridor Stormwater Management presentation at Munhall School. There will be approximately one hundred (100) Munhall School 4<sup>th</sup> graders attending the program on Thursday, March 17 at 10:30 a.m. Jim Enck, John Rabchuk and Pam Otto will be presenting. District 303 high school students will assume responsibility for this educational effort throughout the district in the fall of 2016.

**D. Other Outreach Efforts**

No status update regarding private fundraising; this is still dependent on the City’s commitment.

**5. Other and New Business**

None

**6. Adjourn**

The next meeting is scheduled for March 21 at 8:00 a.m. at the Baker Community Center.

Motion by Trish Beckjord to adjourn the meeting, second by Jim Enck.

Voice vote: unanimous; Nays – None Absent: Monica Meyers  
-Motion carried at 9:05 a.m.

**MINUTES  
ACTIVE RIVER TASK FORCE MEETING  
ST. CHARLES  
JOHN RABCHUK, CHAIRMAN  
MARCH 21, 2016**

**Members Present:** Chair John Rabchuk, Chris Adesso, Trish Beckjord, Chris Bong, Rick Brems, Holly Cabel, Jim Enck, John Wessel

**Members Absent:** Monica Meyers

**Others Present:** Tony Zehnder, Candy Boulay

**Visitors Present:**

**1. Call to Order**

The meeting was convened by John Rabchuk at 8:04 a.m.

**2. Minutes Review and Approval**

Motion to accept and place on file the minutes of the March 7, 2016 Active River Task Force meeting. Motion by Rick Brems, second by Trish Beckjord to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Monica Meyers

Motion carried at 8:05 a.m.

**3. Communications and Marketing Update**

**A. Update on Logo and Design**

Rick Brems shared logo options with the committee. Discussion took place regarding what the message should be for the logo; word choices were discussed as well as implementing more green options into the design. John Wessel sketched a possible option; some logos were eliminated. Rick will go back to the designer with some possible options for new designs.

**B. Discuss Alternative Approach**

John shared that Munhall teacher Dorene Tieche has ideas for her 4<sup>th</sup> graders related to appealing to the City. Ms. Tieche is also interested in pursuing a downtown recycling project; Pam Otto will work with Ms. Tieche on these project ideas. John stated it is the intent to work with all of the 4<sup>th</sup> grade in the D303 system and that the high school environmental science students will conduct these seminars beginning in the fall of 2016.

**4. Task Force Updates**

**A. Grant Applications Update**

**Bob Leonard Walk Update:**

The Kane County Riverboat Grant application was submitted on February 29, 2016. Missing from the application was the City's land use authorization/resolution and the 2015 River Corridor Foundation tax return. The River Corridor Foundation has approved up to \$20,000 for this project. Due to the timing and potential weather delays, this work may extend into 2017.

### **Charlemagne Island Sculpture Project**

The Community Foundation of the Fox River Valley conducted their site tour and preliminary evaluation on Friday, February 12, 2016. They encouraged increasing the grant application to \$25,000 with part of the funds possibly subsidizing the necessary engineering work. The application has been drafted and will be submitted by May 2, 2016.

## **B. Engineering Information Update**

Greg Chismark of WBK has supplied an outline of work required for feasibility study which he has reviewed with Scott Shipley.

Chris Bong asked that the City be removed from the document; Active River Project should be used instead.

Mr. Chismark is now assigning hours to each of the tasks as well as cost estimate for the work.

## **C. Meetings and Presentations**

### **Alderman Bancroft**

John stated Alderman Bancroft will try to get more votes from other council members to move forward with the project; it should be looked at as an investment in the future of St. Charles. Alderman Bancroft will also meet with the mayor and city administrator as well as other council members. Bancroft also suggested that having the estimated costs assigned to the WBK engineering scope document will help some of the aldermen gain a better understanding of the financial commitment. WBK is suggesting that the Phase I engineering costs may be substantially less than previous estimates. Trish Beckjord of the Park District is also preparing an analysis of the financing that was provided to a number of projects across the country that are of a similar size and scope to the Active River Project. Rabchuk stated that the financing formula for each of these projects tends to follow a pattern of private, federal, state and local governmental contributions.

### **Metro West Council – Fox River Subgroup**

A meeting with the Metro West Council-Fox Valley subgroup has yet to be determined, most likely it will be sometime in April.

### **Munhall School 4<sup>th</sup> Grade Classes**

Jim Enck, John Rabchuk and Pam Otto presented a program to Munhall 4<sup>th</sup> grade students. Dorene Tieche, Munhall 4<sup>th</sup> grade instructor, has expanded the D303 river water quality program and has demonstrated a strong passion for the Fox River. She intends to bring her class to meet with the City Council in the near future to express their support for the Fox River and the Active River Project.

### **High School Environmental Class Water Quality Testing**

High School environmental science students will assume responsibility for educational efforts in fall of 2016 on a district-wide basis. Testing sites have been identified. Summer coverage will take place by either Park District classes or Boy Scouts.

### **Pottawatomie Garden Club**

The club has asked that a presentation of the entire Active River Project concept plan be scheduled.

### **D. Other Outreach Efforts**

John stated Greg Chismark said engineering costs may be less than projected. Holly Cabel said there are other places to seek funding

Trish Beckjord stated the film "DamNation" will be shown at UU Church in Geneva on Friday, April 22<sup>nd</sup> at 7:00 p.m.

John stated there are new members on the River Corridor Foundation who have been attracted to the group because of the Active River Project. This includes individuals that have previous experience with the EPA and who work on complex river hydrology analysis projects. The RCF is also attracting representatives from home owner associations whom are in proximity to the Fox River and want to express support for the Active River Project.

### **5. Other and New Business**

None

### **6. Adjourn**

The next meeting is scheduled for April 4 at 8:00 a.m. at the Baker Community Center.

Motion by Jim Enck to adjourn the meeting, second by Rick Brems.

Voice vote: unanimous; Nays – None Absent: Monica Meyers - Motion carried at 9:04 a.m.



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Tree Commission Minutes – Information only

Presenter: AJ Reineking

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	N/A	Budgeted:	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----------------	-----	-----------	-----	--------------------------	----	-------------------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

A duty of the Tree Commission is to advise and consult with the Government Services Committee. March 10, 2016 Tree Commission meeting minutes are attached.

**Attachments:** *(please list)*

\* Tree Commission Minutes – March 2016 meeting minutes.

**Recommendation / Suggested Action** *(briefly explain):*

For information only.

*For office use only:*      *Agenda Item Number: 3.c*

**MINUTES  
CITY OF ST. CHARLES  
TREE COMMISSION MEETING  
RALPH GRATHOFF, CHAIRMAN  
MARCH 10, 2016**

**Members Present:** Chair. Ralph Grathoff, Valerie Blaine, Kathy Brens, Jon Duerr, Raymond Hauser, Suzi Myers, Pam Otto, Caroline Wilfong, Ron Ziegler

**Members Absent:**

**Others Present:** Chris Adesso, Jeremy Craft, AJ Reineking, Isabel Soderlind

**Visitors Present:**

**1. Call to Order & Pledge of Allegiance**

The meeting was convened by Chair. Grathoff at 7:01 p.m.

**2. Introduction of New Commissioner**

Kathy Brens was appointed to the Tree Commission (hereafter referred to as the “Commission”) at the City Council meeting on January 19, 2016. Kathy has been a long time resident of St. Charles, worked as a teacher in District 303 and a volunteer serving as chair of the City’s Youth Commission for many years. She is currently on Board of the St. Charles History Museum and has served as President for the past two years.

Comm. Brens mentioned Comm. Hauser had contacted her and had informed her of the vacancy on the Tree Commission. She indicated that she has a passion for plants, landscaping and a love for trees so she volunteered to submit her application to the Commission.

Jeremy Craft introduced himself. Mr. Craft has been working for the City for the last three years and was recently promoted to Public Works Division Manager. His responsibilities include supervising and managing the Public Services Arborist Team. He will continue to attend these Tree Commission meetings moving forward instead of Tony Bellafiore.

The Tree Commissioners then introduced themselves.

**3. Roll Call**

**4. Introductions of Visitors:** None

**5. Minutes Review and Approval**

Motion to accept and place on file the minutes of the October 14, 2015 Tri-Cities Joint Tree Commission meeting. Motion made by Comm. Duerr second by Comm. Myers to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Comm. Otto

- Motion carried at 7:05 p.m.

Motion to accept and place on file the minutes of the January 14, 2016 Tree Commission meeting. Motion made by Comm. Blaine second by Comm. Ziegler to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Comm. Otto

- Motion carried at 7:07 p.m.

7:08 p.m. Comm. Otto walked into the meeting

**6. Old Business**

**A. Update on the Urban Forestry Management Plan**

Mr. Reineking, Public Works Manager, indicated that he had not received any edits from the Tree Commissioners regarding the Urban Forestry Management Plan (hereafter referred to as the “UFMP”) since the last meeting. Jeremy Craft, Public Works Division Manager responsible for the Urban Forestry group, is currently reviewing the document and making modifications as needed.

Next steps:

- Commissioners Blaine and Brens will review and “word-smith” the document jointly.
- Graf Tree Care will present the final document to the Tree Commissioners at either the April or May Tree Commission meeting.
- Mr. Reineking will present the finalized document to Council at the May or June Government Services Committee meeting.

Mr. Reineking reminded everyone to respond directly to him with any edits to the document.

**B. Reorganization of the Tree Commission into a Natural Resources Commission**

Mr. Adesso presented the concept of reorganizing this committee to a Natural Resources Commission (NRC) at the February 22 Government Services Committee (GSC) meeting. Per Chris Adesso, the presentation went well; the initiative was well received by the Aldermen. While the GSC Committee had questions regarding the project and focus of the NRC, they felt it was a sound initiative. They did request this new Natural Resources Commission continue to function as an ‘advisory’ board and not offer jurisdictional recommendations.

Mr. Adesso recommended the following items as next steps moving forward.

- Write a mission statement with the scope of projects the NRC would focus on.
- Consider increasing the number of commissioners by just two or three if needed.
- Consider making the transition to NRC after Arbor Day and the approval of the UFMP document.
- Sections of the City’s Codebook 12.20.040 & 12.20.050 “Tree Commission” will need to be revised and presented to Council for approval.

**7. New Business**

**A. News and Concerns from Public Works:** None

**B. Spring Planting Update:** No updates discussed at this time.

**C. Discussion of Outlot B at Woods of Fox Glen Subdivision**

Mr. AJ Reineking indicated he was recently informed of some tree damaged at the Woods of Fox Glen subdivision. The Public Services Arborist team inspected the area and after noting the damage requested Graf Tree Care to assess the damage and cost to the area. A full length detailed report was submitted and distributed to the Tree Commissioners for their review.

This parcel of land known as “Outlot B” was donated to the City many years ago by the developer of the Woods of Fox Glen subdivision. The twenty acres of wooded land is land-locked, runs along a creek and is located within a stormwater basin area. The land does not have road access; it is not “parkway” property. The trees on this parcel of land were girdled, burned and cut down to stumps. City officials called the Police Department to investigate and it appears the suspect is a Village of Wayne resident living nearby. The individual never called the City for information or requested permission to conduct the work. According to report from Graf Tree Care, “this may have been an attempt at an Ecological Restoration, but 98 trees were removed without the City’s consent, girdled and left standing

for dead. Several brush piles were also present on the site, as well as burn scars from previous brush fires.”

This property is utilized by local area residents; children play in the area and residents walk their dogs. The remaining trees will be taken down due to the fact that they are a safety hazard to those that may be in the area. According to Graf’s report and the City’s Municipal Code, punishment for these offenses includes up to \$750 per offense (\$73,500) with an estimated tree replacement cost of \$20,877 for damages totaling \$94,377. The issue will be taken to City Council to determine if the City should take legal action. AJ Reineking requested the Tree Commissioners for their guidance.

The Commissioners had varying responses with the following comments:

- This was vandalism of City property.
- Habitat restoration is becoming very popular by Ecologists and Certified Arborists.
- Burning and over-girdling of trees put the neighborhood and community in danger.
- The land was not a “natural prairie” but a semi-forest with Sugar Maples, Boxelders, Black-Cherry, American Elm, Shellbark Hickory trees.
- Now that it has happened, let’s restore it.
- How much would it cost to restore it back to its vegetative state and stabilize the soil?
- Woods of Fox Glen HOA has ruled that any tree that is removed on private property is replaced one for one.
- The Commission should be protecting these areas.
- The intent of this individual may not have been malicious. It was an attempt at Ecological Restoration (unpermitted) by removing low to medium quality trees and girdling trees for wildlife habitat, but the execution was poor.
- If a decision is made to file charges, the fine should cover the expense of restoring and making this area safe again.

**8. Committee Reports**

**A. Education Committee:** None

**B. Publicity Committee:** None

**C. Langum Park Clean Up:** None

**D. Arbor Day:**

The Committee reviewed the 2016 Arbor Day Checklist:

Arbor Day is scheduled for 4:00 p.m., Friday, April 29, 2016.  
 Lincoln Park will be reserved from 2:00 to 6:00 PM.

<b>Item To Accomplish</b>	<b>Delegated To</b>	<b>Completed</b>	<b>Comments/Notes</b>
Reserve Lincoln Park	Ms. Soderlind	Confirmed	Returned Executed Contract / No Charge
Renting of the Tent	Ms. Soderlind	Confirmed	Returned Executed Contract / Received invoice
Presentation of Colors:	Comm. Wilfong	Confirmed	Contact: Cub Scout Pack 113, Lincoln School Contacts: Andie Romano (Cub Master) & Erik Rudd (Committee Chair for the Pack) <a href="mailto:erikdrud@gmail.com">erikdrud@gmail.com</a> <a href="mailto:andie.romano@gmail.com">andie.romano@gmail.com</a>
Contact Midwest Ground Covers for donation of perennials	Chair. Grathoff	Confirmed	Chair. Grathoff will pick up on Arbor Day

Contact Featured Speaker	N/A	N/A	None
Contact Ms. Tieche at Munhall School	Comm. Otto  Comm. Myers	Will be meeting with Mrs. Tieche next week	Will confirm the topic of the presentation and speaker system needs and sound system needs Program ideas: Urban Forest, Tree Diversity Will pick out a small token of our appreciation for Mrs. Tieche
Order Speaker system	T. Bellafiore J. Craft & PW Staff	Will order the same sound system requirements as last year.	Coordinate with Public Services (RJ Recording)
Tree Demonstration	Comm. Grathoff	Confirmed	Contact Chris Scott
Entertainment/Music	Comm. Myers	Will contact Rick Weals for a back up	Rick Weals not available, but will recommend a representative
Prepare Programs and Invitations	Ms. Soderlind		
Purchase Cookies	Ms. Soderlind		Ms. Soderlind will pick up the day of the event.
Set up of Tables/Chairs/Podium	T. Bellafiore J. Craft & PW Staff		
Tribute to Trees – Update Website/Den Article	Ms. Soderlind		Comm. Blaine & Myers suggested sending it to Kane County Connects
Interactive Children’s Activity	Comm. Otto Comm. Blaine Comm. Myers		Commissioners Will have activities lined up by next month
Tree Commission/Arbor Day Promotion & Planting of Tree on Arbor Day	Comm. Wilfong	Confirmed	Fox Ridge and John Baird has been contacted and interested in receiving a tree. <ol style="list-style-type: none"> <li>1. Comm. Wilfong will coordinate tree related activities throughout the week at the school. Commissioners Myers, Otto, Blaine, Wilfong will participate.</li> <li>2. Comm. Wilfong also mentioned the ability to participate in the City’s “Tribute to Trees” to the Fox Ridge School representatives.</li> <li>3. Comm. Wilfong will also reach out to Munhall and Davis to continue to build the relationship with those schools.</li> </ol>
Purchase of Trees (2) “Arbor Day Tree” donation Raffle Tree	J. Craft PW Arborist Team	Confirmed the purchase of a Zelkova Serrata	<ol style="list-style-type: none"> <li>1. Set up crew or vendor to plant “Arbor Day” tree – Musashino Zelkova</li> <li>2. Have Raffle tree on site at Lincoln Park</li> </ol>

**ARBOR DAY TREE RELATED ACTIVITIES & PLANTING OF TREE  
FOX RIDGE SCHOOL  
1905 E. Tyler Road**

**2016 TREE OF THE YEAR: Zelkova Serrata ‘Musashino’  
Announced by the Society of Municipal Arborists**

<b>TITLE</b>	<b>CONTACT NAME</b>	<b>PHONE</b>	<b>EMAIL ADDRESS</b>
<b>District 303 Facilities Superintendent</b>	John Baird	331-228-5197	john.baird@d303.org
<b>Principal at Fox Ridge School</b>	Amy Stuckey	331-228-2400	Amy.Stuckey@d303.org
<b>Admin Assistant at Fox Ridge School</b>	Jackie Stopka	331-228-2400	Jacqueline.Stopka@d303.org
<b>Time of Planting</b>	Not confirmed as of yet		
<b>Location</b>	Fox Ridge School		
<b>Planting Site</b>			

**9. Communications**

**Electric Division Tree Activity Reports**

Motion to accept and place on file the Public Services and Electric Services Tree Activity Reports for January and February of 2016. Motion made by Comm. Myers second by Comm. Blaine to accept and place on file the reports as presented.

**Voice vote:** unanimous; Nays – None; Absent: None  
- Motion carried at 8:04 p.m.

**10. Additional Items – Comments**

**A. Commissioners:**

**Comm. Hauser** mentioned that diversification is a great goal, but he requested a status update the oak population in town. Mr. Craft mentioned the City was planting a wide variety of oaks in this year’s planting program.

**Comm. Duerr:** None

**Comm. Brens** stated she was delighted to be on the Tree Commission. She mentioned that she was currently limiting her volunteering efforts, but from tonight’s meeting felt she would enjoy participating on the Commission. She also wanted to praise the City staff for coming out and picking up a large parkway tree branch on Sunday afternoon.

Comm. Brens mentioned there will be a “[40s Night at the Arcada Theatre](#)” event on Thursday, March 31 from 7:00 to 10:00 p.m. The proceeds of the event will be going towards the St. Charles Museum. Check with the Museum or call Comm. Brens if you are interested in attending.

**Comm. Blaine** encouraged everyone to come out to the Maple Sugaring event March 12 and 13.

**Comm. Otto** welcomed Jeremy Craft and Comm. Brens to the Tree Commission. She also warned everyone to know the Muskrats were on the move; watch out for them.

**Comm. Wilfong** welcomed Comm. Brens.

**Comm. Ziegler** welcomed Comm. Brens.

**Chair. Grathoff:** None

**Comm. Myers** mentioned the Farm Bureau was hosting the "[Touch a Tractor](#)" event on April 8, 9 and 10. The event is free and she would have baby chicks there.

**B. City Staff:**

**AJ Reineking:** None

**Chris Adesso:** None

**Jeremy Craft** mentioned he attended the Morton Arboretum Lunch & Learn at Hickory Knolls. He found the seminar very informative with the emphasis on tree diversity.

**11. Adjournment**

Motion by Comm. Brens to adjourn meeting, second by Comm. Duerr

**Voice vote:** unanimous; Nays – None; Absent: None

- Motion carried at 8:12 p.m.

/ims



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Red Gate Water Tower Logo Modification – Information only

Presenter: Chris Adesso

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development		City Council

Estimated Cost:	\$4,500	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
-----------------	---------	-----------	-----	-------------------------------------	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

Following the April 18<sup>th</sup> Government Operations meeting and pursuant to the approved motion to amend the logo on the Red Gate Road water tower, staff instructed the project engineer to prepare an exhibit to illustrate the 8’ tall lettering and 90° rotation of the logo as requested.

In this currently approved scenario, the words “St. Charles” face north and south and “the fox” is facing east and west. The fox was scaled down appropriately to match the smaller lettering and to ensure a consistent relational appearance to the lettering and banding. There are no scheduling impacts associated with this change as long as no further modifications are requested and total anticipated additional fees amount to \$4,500.

**Attachments:**

Water Tower Logo Modification Mock Up

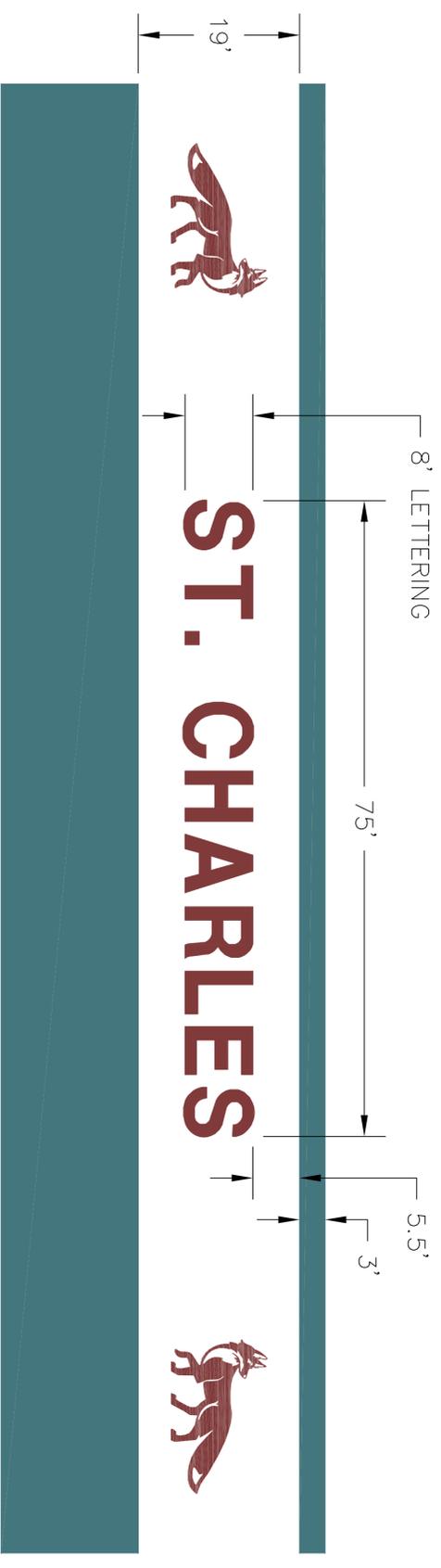
**Recommendation / Suggested Action (briefly explain):**

None – Information Only

*For office use only*

*Agenda Item Number: 3.d.*

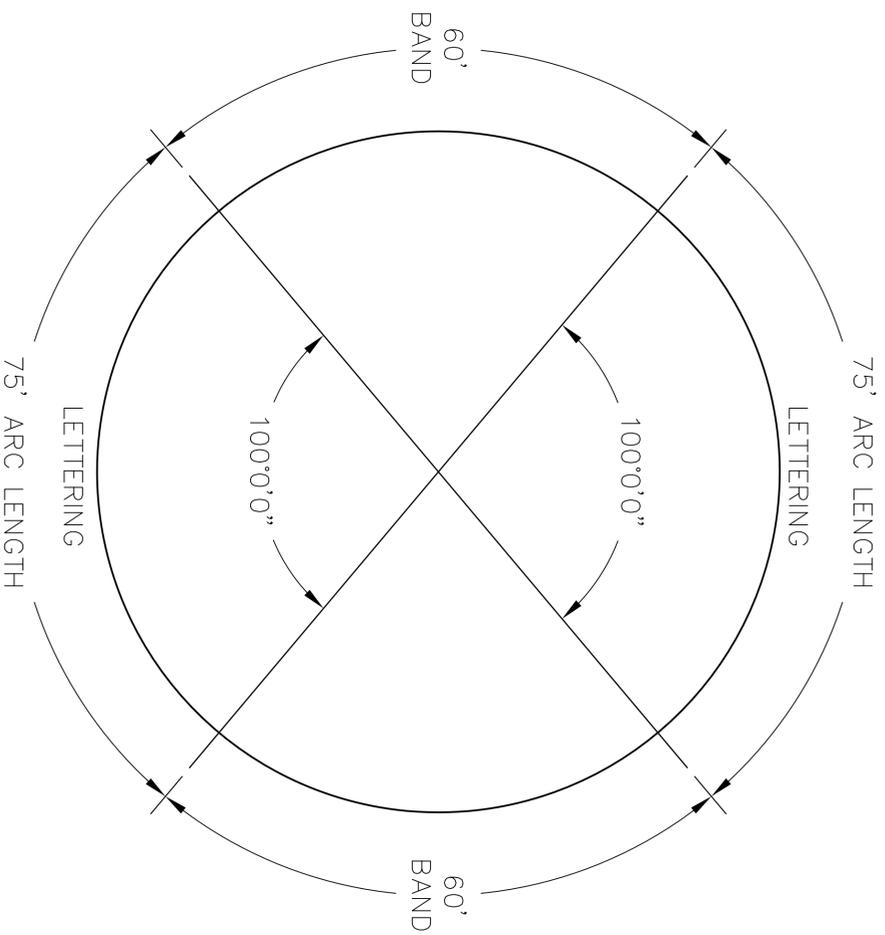
# OPTION NO. 1



**1,500,000 GALLON WATERSPHEROIDAL TANK**

SCALE: 1" = 20'

COLORS TO MATCH  
ST. CHARLES LETTERHEAD



NOTE:  
ALL DIMENSIONS ARE APPROXIMATE  
AND WILL BE CONFIRMED BY THE  
PAINT CONTRACTOR AT SHOP  
DRAWING SUBMITTAL



**NORTH - SOUTH**



**EAST - WEST**

**Engineering Enterprises, Inc.**  
CONSULTING ENGINEERS  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
630.466.6700 / www.eeiweb.com

**CITY OF ST. CHARLES**  
2 East Main Street  
St. Charles, IL 60174

NO.	DATE	REVISIONS

**RED GATE WATER TOWER**  
ST. CHARLES, ILLINOIS

**1,500,000 GALLON TANK**  
TANK LETTERING  
OPTION NO. 1

DATE: APRIL 2016  
PROJECT NO.: SR1302  
FILE: SR1302-TANKOPT2  
SHEET 1 OF 1



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation Waive the Formal Bid Procedure and award Purchase Order for Construction of Tri-Cities Training Facility Shelter
--------	---

Presenter:	Chris Adesso
------------	--------------

*Please check appropriate box:*

	Government Operations	X	Government Services 04.25.16
	Planning & Development		City Council

Estimated Cost:	\$35,166	Budgeted:	YES	X	NO	
-----------------	----------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

The Public Works Department in cooperation with the Police Department have solicited proposal for the construction work associated with the installation and assembly of a pre-fabricated steel shelter to be erected at the Police Department shooting range (Tri-Cities Training Facility). The Request for Proposals was sent to nine (9) contractors who have experience with the assembly of the ICON brand shelter which the City currently owns. E Hoffman, Inc. of Lombard, IL provided the lowest responsive, responsible proposal.

It has been in the long term development plan for the range to construct a shelter that would provide some relieve from the weather and act as a gathering point for teams that use the facility. This work is consistent with the Police Departments long range goals for this facility and the shelter will add value to the experience of all of the departments that utilize the range.

The Police Department is utilizing grant funds, as well as a gift from a benefactor to finance this project. No funds from the General Fund are being applied to this work.

The City received two proposals to complete this work. Both contractors indicated 4-6 weeks of time would be needed to complete the work and the range will stay in operation while the work is being completed.

**Attachments:** *(please list)*

Bid Waiver\*Proposal Specifications \*Site Location Map

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation Waive the Formal Bid Procedure and award Purchase Order for Construction of Tri-Cities Training Facility to E. Hoffman, Inc. in the amount of \$35,166.

*For office use only:*

*Agenda Item Number: 4.a*

**REQUEST FOR WAIVING BID PROCEDURE**

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

**E. Hoffman, Inc.  
21W446 North Ave.  
Lombard, Illinois 60148**

For the purchase of: Shelter assembly and concrete pad construction

At a cost not to exceed: \$35,166.00

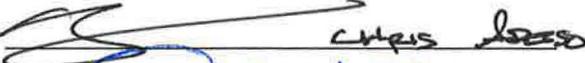
Reason for the request to waive the bid procedure:

The Public Works Department in cooperation with the Police Department have solicited proposal for the construction work associated with the installation and assembly of a pre-fabricated steel shelter to be erected at the Police Department shooting range (Tri-Cities Training Facility). The Request for Proposals was sent to nine (9) contractors who have experience with the assembly of the ICON brand shelter which the City currently owns. E Hoffman, Inc. of Lombard, IL provided the lowest responsive, responsible proposal.

Other Quotations Received:

Driessen Construction Company - \$48,980.00

Date: April 25, 2016

Requested by: 

Department Director: 

Purchasing Manager: \_\_\_\_\_

Committee Chairman: \_\_\_\_\_

**THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.**

**City of St. Charles**  
**Public Works/Police Department**  
*Request for Proposal – Tri-City Public Safety Training  
Facility Pavilion Site Work & Pre-Fabricated Shelter Assembly*

The City of St. Charles [City] is seeking a Contractor to perform site work and assembly of a prefabricated steel shelter at the Police Department outdoor shooting range located in St. Charles, Illinois. The project shall generally consist of light excavation for concrete pads, footing installation, light grading & backfill, turf restoration (site work) and the assembly of a pre-fabricated steel shelter. The project shall include all permitting, preparation, labor, materials, equipment and supplies necessary to complete the project, with the exception of providing the shelter, **ONLY** assembly of the shelter is to be included. The City has purchased the shelter and expects delivery of the material in late March 2016.

**Mandatory Pre-Bid Meeting**

There will **NOT** be a mandatory Pre-Proposal Meeting. Should interested parties wish to visit the site before submitting a proposal, said party shall contact Chris Adesso – Assistant Director of Public Works at (630) 377-4405 or [cadesso@stcharlesil.gov](mailto:cadesso@stcharlesil.gov) to schedule an escorted visit of the site.

**Timeline**

The City anticipates the following timeline for award of this project.

Proposal Due	2:00 pm April 1, 2016
Materials due to Government Services Committee	April 11, 2016
Government Services Committee Approval	April 25, 2016
City Council Approval	May 2, 2016
Notice to Proceed	May 3, 2016

**Site Work**

**1. Project Site & Conditions**

The City of St. Charles owns the property commonly known as the Tri-City Public Safety Training Facility and operates the facility as an outdoor shooting range. The City wishes to install a 20'x44' pre-fabricated steel shelter on a previously constructed engineered building pad, in conjunction with a concrete slab. The shelter is manufactured by ICON Shelter Systems Inc. and has been purchased by the City of St. Charles with a scheduled delivery time to the City in late March 2016.

The City has acquired the structural engineering plans for the shelter and has in its possession all of the required structural calculations and engineering plans needed to acquire a building permit and assemble the shelter. The original signed engineering plans and design calculations will be provided to the selected contractor after a contract has been secured, if needed.

The City also has in its possession the manufacture supplied anchor bolt templates and anchor bolts to fasten the structure to the installed concrete bases.

The existing topographic conditions and proposed civil site improvements are shown on the engineering plans prepared by Trotter & Associates Inc., titled; Tri-City Public Safety Training Facility Pavilion, dated March 8, 2016.

Copies of both the civil and structural plans have been included for reference with this Request for Proposal.

**2. Summary of Scope of Work**

a. Permitting

The Contractor shall procure all permits necessary to carry out the work, however the permit fees will be waived by the City's Building Office.

The contractor will determine whether any state or local permits or notifications are necessary to perform this work, and will be responsible for any associated fees. The City of St. Charles doesn't believe there will be any other permits required. There will be no City fees as the work is being done for the City.

Proper disposal of materials is required, including the hauling and disposal at a licensed subtitle D landfill. The City is responsible for obtaining landfill approval and for paying the landfill tipping fees, as well as any Clean Construction Debris Disposal (CCDD) testing. The Contractor shall pile any unused spoils separated by type of material in the designated stockpile location and install required erosion control measures.

b. Erosion Control shall be provided in accordance with all local, county and State requirements.

c. Site Work

- i. Excavation & backfill – This work shall be in compliance with the specifications provided on sheet G.1 of the engineering plans and shall generally consist of excavation needed to construct the concrete columns, concrete pad(s), backfill of topsoil and final grading work prior to landscape restoration.
- ii. Concrete Columns and Concrete Flat Work – This work shall be in compliance with specifications and details provided in the structural and civil engineering plans and any conflict between the two shall be brought to the attention of the City immediately.
- iii. Landscape Restoration and Erosion Control – This work shall generally include the installation of all erosion control and landscape restoration of turf areas disturbed during the construction process. Installation of the silt fence will be directed by the city as needed.

- d. Structure Assembly - This work shall generally consist of the labor and material needed to assemble the structure and shall include the removal of all trash and construction related debris with the exception of dirt spoils (see above) from the site.

The contractor shall mobilize all necessary material and labor for the job. Equipment can be left at the job site at the contractor's sole risk. The City will not be responsible for lost, stolen, damaged, or vandalized equipment.

**3. Work Progress & Completion**

- a. The work schedule shall be coordinated by the City and the Contractor.
- b. A work schedule shall be agreed upon by the City and the Contractor prior to the commencement of work.
- c. All specified work shall be completed no later than six (6) weeks from the issuance of the City's Notice to Proceed to the Contractor.
- d. The Contractor may not start work before 7:00 AM Monday through Friday.
- e. All work must be completed by 6:00 PM. \*(Additional hours prior to 7 AM and after 6 PM must be approved in advance by the designated City representative).
- f. The Contractor may be restricted with respect to work hours each day depending on special events in the area and/or weather events.
- g. Weekend hours [Saturday and Sunday] must be approved in advance by the designated City representative.
- h. Upon commencement of the work specified herein, the Contractor shall work in consecutive regular work days, without delay, until completion of the specified work.
- i. The public streets and sidewalks shall be kept free of debris, litter, and mud throughout the performance of work under this contract.
- j. The public sidewalks and curbs that may serve as access for heavy equipment shall be planked with suitable timbers or plywood sheeting to prevent any damages from occurring.
- k. Any damage to public streets, sidewalks and curbs shall be repaired or replaced at the expense of the Contractor in accordance with the City of St. Charles construction specifications.

**4. Supervision & Documentation**

- a. The City of St. Charles reserves the right to supervise the project site however they see fit.
- b. The contractor will perform work to the satisfaction of the City and their designated representatives.

**5. Site and Traffic Control**

- a. Pedestrian and vehicular traffic shall be maintained on the streets adjacent to the premises through the life of this Contract.
- b. The Contractor shall provide and maintain the necessary barricades and traffic control necessary for the protection of the public during the progress of this work.
- c. Erosion control in accordance with State and County specifications shall be utilized and inspected daily to protect all on-site catch basins, public storm sewer inlets and the creek located near these sites, eliminating contamination from soil run-off and demolition debris.

**6. Courteous Neighbor**

- a. Site Cleanliness is a must. The Contractor shall be responsible for maintaining a clean work-site.
- b. Keep the property adjacent to buildings clean and free of debris.
- c. Do not store or permit removed materials and equipment to accumulate at the site.
- d. All materials and construction debris shall be removed as it is generated.
- e. The City will reserve the right to routinely inspect the job-site conditions and make recommendations based on observations and site conditions. These recommendations shall be mitigated immediately.
- f. Utilize water to keep the job-site free from dirt and dust.
- g. The Contractor shall not track spoils or demolition materials beyond the limits of work zone. The roadway adjacent to the work-sites shall remain clean at all times.

**Coordination with Police & Fire Training Exercises**

The Contractor shall be accommodating to Police and Fire training schedules if requested.

**Work Delay – Cost of Labor and Materials**

Any change in the above-referenced work schedule must be agreed upon by both parties. The contract price will remain fixed from the execution of the contract by the City and the Contractor through the completion of the specified work.

**Professional Standard**

The Contractor is required to have at least five (5) years of experience in general contracting, landscaping, and/or other combinations that the City deems fit. They shall provide references for similar projects in other communities in the past two years upon request by the city, and have a demonstrated safety record.

**Project Manager/Safety Officer**

The Contractor shall provide a designated Project Manager contact for the City Inspector to address any safety related concerns that arise on the job. The PM will be required to respond to and address such concerns in a timely manner or within at least one (1) business day.

**Prevailing Wages**

The Contractor shall abide by the Illinois Prevailing Wage Act, 820 ILCS 130, and must submit certified payroll records with all payment requests. Any request for payment submitted without certified payroll records will not be processed by the City Accounts Payable Department.

CITY OF ST. CHARLES  
2 E. MAIN STREET  
ST. CHARLES, ILLINOIS 60014

**RFP Due: Friday, April 1, 2016 at 2:00 p.m.**

**Return this Proposal Sheet in a sealed enveloped marked with the project name, date and company name to the Public Works Office, located at 1405 S 7<sup>th</sup> Ave or email scanned copies to Chris Adesso @ [cadesso@stcharlesil.gov](mailto:cadesso@stcharlesil.gov)**

**Responder Information**

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**Proposal Price:** Tri- City Public Safety Training Facility Pavilion

*\*The pricing submitted for the below shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services, structural and civil engineering plans.*

**1. Lump Sum Price** .....\$ \_\_\_\_\_

**Anticipated number of days to complete all work form notice to proceed:** \_\_\_\_\_ **Days**

List any and all deviations from minimum specifications:

---

---

---

---

---

\_\_\_\_\_ I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

\_\_\_\_\_  
Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

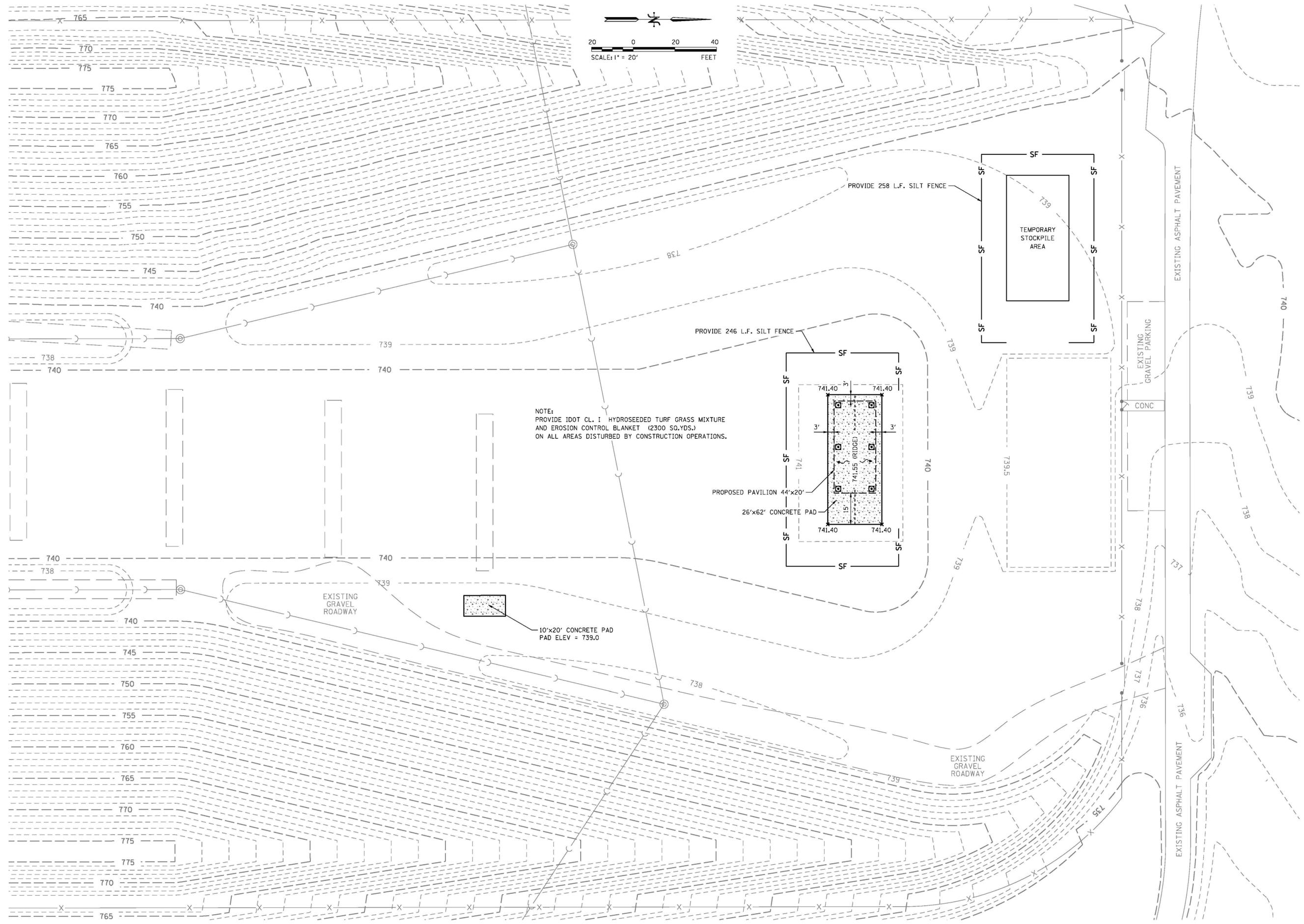
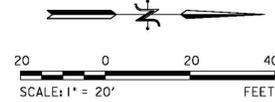
\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

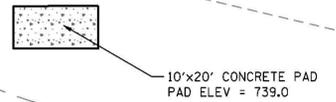
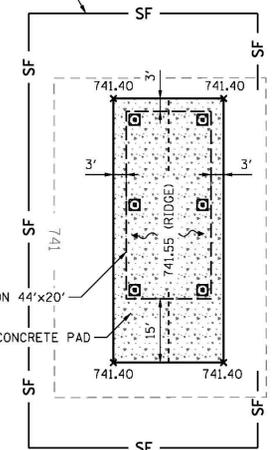
\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
(Area Code) Phone Number



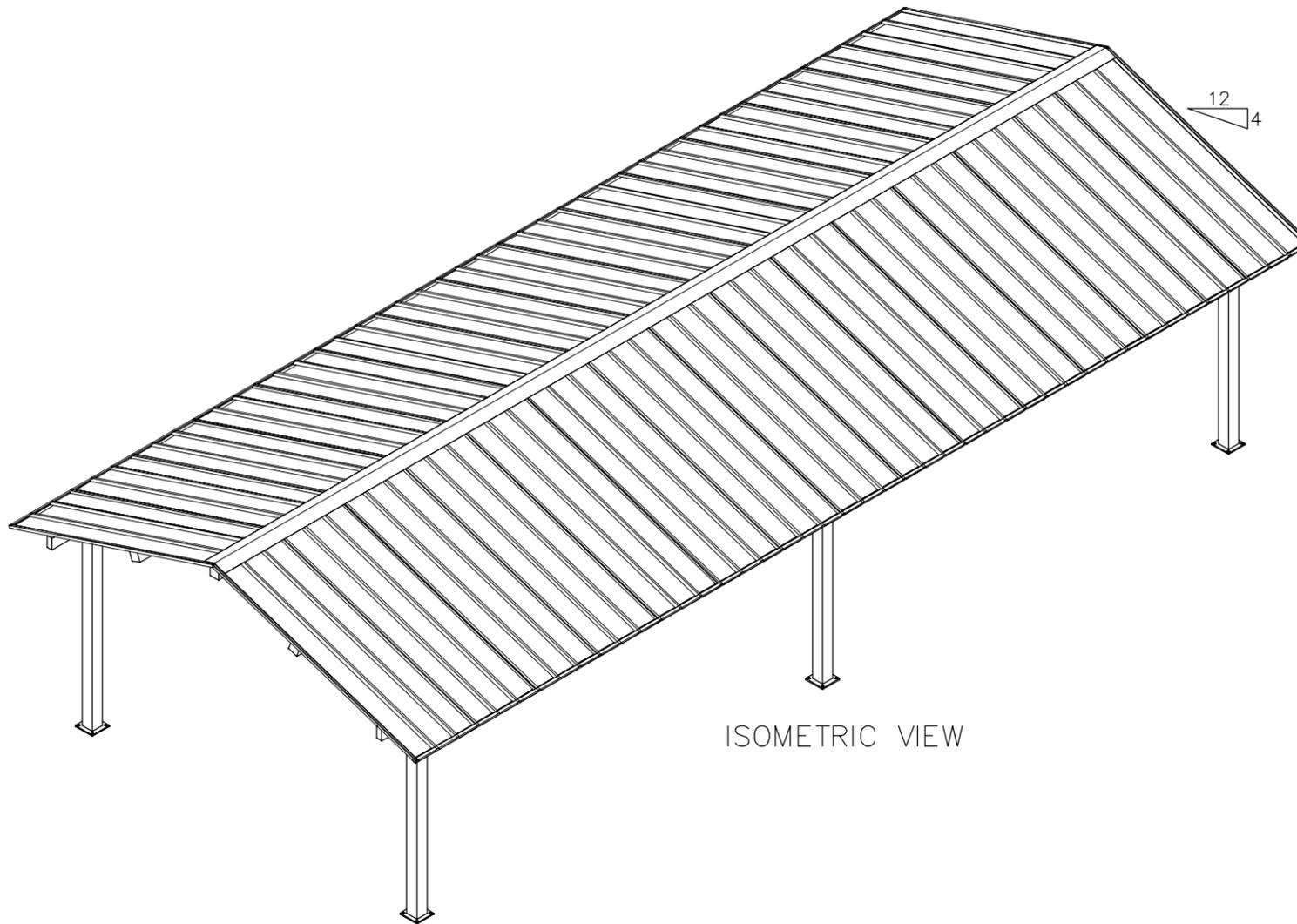
NOTE:  
 PROVIDE IDOT CL. I HYDROSEEDED TURF GRASS MIXTURE  
 AND EROSION CONTROL BLANKET (2300 SQ.YDS.)  
 ON ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS.



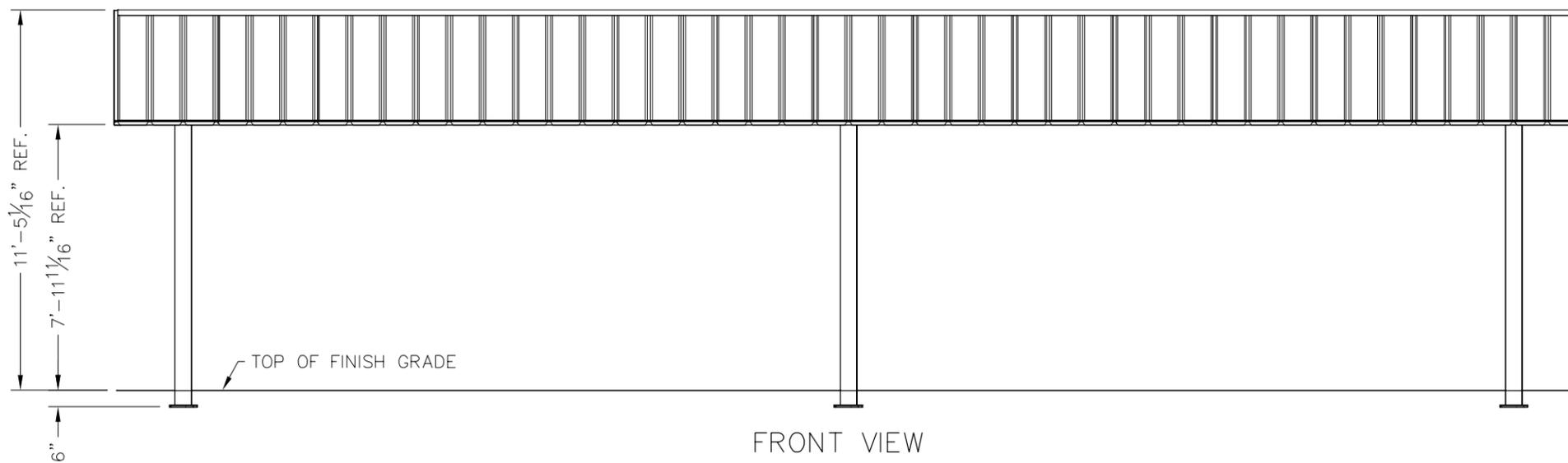
PROJECT STAFF		REVISIONS	
PROJECT MANAGER	LOU ARBONIA, P.E.	DATE	
ENGINEER	BOBAY NORTON, P.E.	ISSUE	
ENGINEER			
TECHNICIAN	MIKE JAWORSKI		
TECHNICIAN			

 <b>TROTTER ASSOCIATES, INC.</b> <b>ENGINEERS AND SURVEYORS</b> 409001 Wilcox Road, Suite D St. Charles, IL 60175 Ph: 630.587.0970 • Fax: 630.587.0975	
<b>Tri-City Public Safety Training Facility Pavilion</b> <b>Site Plan</b> <b>St. Charles, Kane County, Illinois</b>	
Project No.:	STC098
Base File:	DESIGNBASE.DGN
Sheet File:	C.1.dgn
Issue Date:	3/8/2016
Scale:	1" = 20'
Sheet Number	
<b>C.1</b>	



ISOMETRIC VIEW



FRONT VIEW

Elevation

DRAWN BY:

KC

DATE:

12/15/2015

JOB NO.:

4821

REVISION:

BUILDING TYPE:

RG20X44M-P4

PROJECT NAME:

ST. CHARLES  
 POLICE  
 DEPARTMENT

ST. CHARLES, IL

SHEET

2.0

GF-73-01-43  
 Engineering\AcadStandard\Blocks\Titles\CONSUBTB



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award Bid for Well #13  
Alternative Disinfection Improvements & Construction

Presenter: Chris Adesso

*Please check appropriate box:*

	Government Operations	X	Government Services 04.25.16
	Planning & Development		City Council

Estimated Cost:	\$72,287.00	Budgeted:	YES	X	NO	
-----------------	-------------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

The City currently uses chlorine gas to disinfect the water at most of its water treatment facilities, except the Wells 3 & 4 where we use sodium hypochlorite. Chlorine gas has long been the method of disinfection in the water industry, however in recent years there has been a trend toward other methods such as sodium hypochlorite. One of the reasons for this change is that the use of sodium hypochlorite removes some of the potential hazards associated with the storage and exposure to chlorine gas. In addition there are new regulations regarding disinfection byproducts associated with chlorine gas that staff anticipates will be mandated by the regulators in the future. The transition to sodium hypochlorite will help the City comply with these likely future regulations.

This project's scope includes the removal of existing chlorination gas equipment and retrofits the station with a liquid sodium hypochlorite feed system, that includes feed pumps, measuring equipment, transfer pumps, storage/day tanks and associated electrical work at the Well #13 location. This new liquid presents far less of a hazard to staff and reduces the potential hazardous impact to the surrounding area to virtually zero.

City staff, in partnership with its consulting engineer Trotter & Associates publicly bid this work on March 24, 2016 and two (2) bids were received on April 11, 2016. The lowest qualified bid was presented by Dahme Mechanical in the amount of \$72, 287.00. Dahme Mechanical meets the required experience criteria for this type of work and is in good standing with the City.

**Attachments:**

\*Bid Summary \*Engineering Recommendation to Award

**Recommendation / Suggested Action (briefly explain):**

Recommendation to Award Bid for Well #13 Alternative Disinfection Improvements and Construction to Dahme Mechanical in the amount of \$72,287.

*For office use only*

*Agenda Item Number: 4.b*



April 11, 2016

Mr. Tim Wilson  
Water Division Manager  
City of St. Charles  
Two East Main Street  
St. Charles, Illinois 60174

**Subject: City of St. Charles – Wells 8 and 13 Alternative Disinfection Improvements  
Recommendation to Award**

Dear Mr. Wilson,

The bid advertisement for the City of St. Charles – Wells 8 and 13 Alternative Disinfection Improvements was advertised in the Kane County Chronicle on March 24, 2016. The City received bids until 11:00 a.m. on Monday, April 11, 2016 in accordance with the advertisement. Two bids were received for the project and these bids were opened and read aloud in Council Chambers. The following is a tabulation of the bids received:

<u>Company</u>	<u>Well 8</u>	<u>Well 13</u>	<u>Both Wells 8 &amp; 13</u>
<b>Dahme Mechanical Industries</b>	<b>\$77,242.00</b>	<b>\$72,287.00</b>	<b>\$147,888.00</b>
Painting deduct	\$(3,200.00)	\$(3,200.00)	
 Hayes Mechanical	 \$100,000.00	 \$109,000.00	 \$191,000.00
Painting deduct.	\$(4,500.00)	\$(4,500.00)	

Dahme Mechanical Industries of Arlington Heights, IL was the apparent low bidder with a bid amount of \$147,888.00. We have reviewed the bidding documents and required certifications and confirmed that Dahme Mechanical Industries has provided a complete bid package. We requested Dahme Mechanical Industries to confirm their bid amount, which they did.

Trotter and Associates has worked with Dahme Mechanical Industries and we are confident that they are qualified to perform the work.

The Bidding Documents for this project were written to allow the City to accept the bid for work either at Well 8 or Well 13, or to accept the bid for both sites. Should the City elect to proceed with one site only, TAI recommends proceeding with the Well 13 work for \$72,287.00.

The low bid for this project was slightly higher than the engineer's estimate of \$145,000.00. If you should have any questions or wish to discuss this further please contact me at your earliest convenience.

Sincerely,

Mark Sikora, P.E.  
Vice President



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award Agreement for Design Engineering Services for Phosphorus Removal Project

Presenter: Peter Suhr

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$ 441,500	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/>
-----------------	------------	-----------	---	----------------------------	-----------------------------	--------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

The EPA Permit for the Main Wastewater Treatment Plant has a special condition that requires the City to remove phosphorus in the wastewater. This involves construction and modification of the existing facility which requires design and construction engineering services. In October of 2015 staff and Trotter & Associates gave a presentation on phosphorus removal options and costs. This was the result of the Wastewater Facility Plan and Phosphorus Removal Feasibility Study performed by Trotter and Associates in 2015.

The permit condition specifies a schedule that must be adhered to including submittal dates for design plans. Staff sent out Request for Qualifications (RFQ) for these services to six engineering firms in February. Out of the six firms one declined and two firms partnered together resulting in a total of four RFQ submittals. A committee of five staff members reviewed the submittals independently based on five competencies. These competencies had numeric values used to calculate scores for the firms. In addition to evaluating the proposals on these competencies staff met to discuss general topics such as each firm's strengths and weaknesses, advantages, disadvantages, staff's comfort level with the firms and scheduling of project.

As a result staff recommends awarding the design engineering phase of the project for a firm fixed fee of \$441,500.00 which was negotiated with Trotter Associates. The budget amount is \$453,000. Staff has determined that the proposed fee of 6.4% of the construction cost to be fair and reasonable based on several factors. For example, in comparison to IEPA interest loan project data from the past several years the average design fee is 6.9%. For our project, the difference is approximately a \$30,000 savings. The Trotter standard agreement has been reviewed by legal counsel and found to be acceptable.

**Attachments:** *(please list)*

None.

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to award agreement to Trotter & Associates for Design Engineering services for Phosphorus Removal Project in the amount of four hundred forty-one thousand and five-hundred dollars (\$441,500.00) pending approval of the FY16/17 budget.

*For office use only:* Agenda Item Number: 4.c



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award the Bid for Residential Demolition Services

Presenter: AJ Reineking

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$72,500.00	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
-----------------	-------------	-----------	-----	-------------------------------------	----	--------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

The City has been strategically procuring properties along the 7<sup>th</sup> Avenue Creek for the purposes of mitigating flooding issues and for future capital improvements.

On April 7, 2016, the City publicly opened and read aloud bids received for the demolition of the residential dwellings at 904 South Avenue, 811 Illinois Avenue, and 115 S. 9<sup>th</sup> Avenue. The City recently purchased these properties and they are scheduled for demolition. These properties are each located within the 7<sup>th</sup> Avenue Creek project limits and the proposed Federal Emergency Management Agency (FEMA) Floodplain map modification area.

This project includes the complete demolition and removal of all structures, fences, foundations, and driveways, as well as the subsequent restoration of the sites with clean fill, dirt and seed to restore the sites to an original, pre-development state. No additional grading will be performed on site outside of the grading required to fill the foundation areas to the level of the adjacent grade.

The City received three qualified bids to perform this work with Fox Excavating, Inc. of Batavia, IL being the lowest responsive, responsible bidder.

**Attachments:** *(please list)*

\*Bid Tabulation \*Fox Excavating Price Bid Form \*Bid Specifications \*Addendum 1

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to award bid for Residential Demolition Services contract to Fox Excavating, Inc. in the amount of \$72,500.00.

*For office use only:* Agenda Item Number: 4.d

Residential Demolition Services

Bid Tabulation

Bid Opening: April 7, 2016

	<b>Fox Excavating, Inc</b> Batavia, IL	<b>On Call Properties, Inc</b> Elk Grove Village, IL	<b>Alpine Demo Services</b> St. Charles, IL
904 South Ave	\$ 20,500.00	\$ 34,000.00	\$ 34,000.00
Anticipated Tons to Remove	30	180	250
811 Illinois Ave	\$ 28,500.00	\$ 37,000.00	\$ 42,630.00
Anticipated Tons to Remove	40	210	250
115 9th Ave	\$ 23,500.00	\$ 33,000.00	\$ 36,080.00
Anticipated Tons to Remove	30	180	200
Number of Days to Complete Work from NTP	45	100	20
<b>TOTAL</b>	<b>\$ 72,500.00</b>	<b>\$ 104,000.00</b>	<b>\$ 112,710.00</b>

CITY OF ST. CHARLES  
2 E. MAIN STREET  
ST. CHARLES, ILLINOIS 60014

**Bid Opening:** Friday, April 1, 2016 at 2:00 p.m.

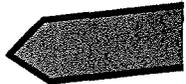
**Bidder Information**

Company Name: Fox Excavating, Inc Telephone: 630-879-2674  
Address: 1305 S. River St. Fax: 630-879-7025  
City, State, Zip: Batavia, IL 60510 Email: michaelschuckert@foxdig.com  
Contact Person: Michael Schuckert

**BID PRICE:** Residential Dwelling Demolition

*\*The pricing submitted for the addresses below shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the demolition projects.*

- |   |    |                            |      |
|---|----|----------------------------|------|
| 1. 904 South Avenue.....                        | \$ | <u>20,500<sup>00</sup></u> |      |
| OPTIONAL City Utility Termination at Main       | \$ | <u>12,750<sup>00</sup></u> |      |
| Anticipated tons of material removed from site: |    | <u>30</u>                  | tons |
| 2. 811 Illinois Avenue.....                     | \$ | <u>28,500<sup>00</sup></u> |      |
| OPTIONAL City Utility Termination at Main       | \$ | <u>14,500<sup>00</sup></u> |      |
| Anticipated tons of material removed from site: |    | <u>40</u>                  | tons |
| 3. 115 S. 9 <sup>th</sup> Avenue.....           | \$ | <u>23,500<sup>00</sup></u> |      |
| OPTIONAL City Utility Termination at Main       | \$ | <u>13,800<sup>00</sup></u> |      |
| Anticipated tons of material removed from site: |    | <u>30</u>                  | tons |

Anticipated number of days to complete all work from notice to proceed: 45 Days 

List any and all deviations from minimum specifications:

---

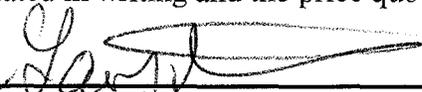
---

---

---

---

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

  
Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Gary Martin President  
Name of Authorized Representative Title

Fox Excavating, Inc  
Company Name

1305 S. River St.  
Street Address

Batavia IL 60510  
City State Zip Code

630-879-2674  
(Area Code) Phone Number

**City of St. Charles  
Invitation to Bid  
Residential Demolition Services**

The City of St. Charles [City] is seeking a Contractor to perform demolition services to several residential dwellings located in St. Charles, Illinois. The projects shall consist of demolishing the structures located on the subject properties, disposing of all debris, and restoring the sites to a pre-developed state. The project shall include all permitting, preparation, labor, materials, equipment and supplies necessary to complete the project.

**Mandatory Pre-Bid Meeting**

There will be a mandatory Pre-Proposal Meeting in the field to review the sites and existing conditions. Proposers are to meet at 904 South Avenue on **Monday, March 21, 2016 at 8:00 AM.**

**Timeline**

The City anticipates the following timeline for award.

Bids Due	2:00 pm April 1, 2016
Materials due to Government Services Committee	April 11, 2016
Government Services Committee Approval	April 25, 2016
City Council Approval	May 2, 2016
Notice to Proceed	May 3, 2016

**Demolition**

**1. Project Sites & Conditions**

The City has assumed ownership of the following properties, which are the subject properties of this bid.

- a. 904 South Avenue
- b. 811 Illinois Avenue
- c. 115 S. 9<sup>th</sup> Avenue

The properties are vacant, and the buildings are within the controls of the City. However, the City disclaims any responsibility that representations made by the City regarding conditions or quantities of materials will remain as they were when reviewed by the bidders/contractors during the bidding period, prior to award of the contract, or during the course of the work. The City disclaims any responsibility for any such changes.

**2. Summary of Scope of Work**

- a. Permitting, Notifications, and Landfill Approvals.

The Contractor shall procure and pay for all permits necessary to carry out the work, including those necessary while the streets or alleys are obstructed either by operations or by the storage of equipment or materials.

The contractor will determine whether any state or local permits or notifications are necessary to perform this work, and will be responsible for any associated fees. The City of St. Charles has indicated that there may be permits required, but there will be no City fees, as the work is being done for the City.

A Kane County Stormwater Permit will be required. The City of St. Charles Public Works Department will submit the permit for these properties and no fees will be charged to the contractor for this permit. The Contractor shall be responsible for complying with all requirements of this permit.

Proper disposal of materials is required, including the hauling and disposal at a licensed subtitle D landfill. The contractor is responsible for obtaining landfill approval and for paying the landfill tipping fees, as well as any Clean Construction Debris Disposal (CCDD) testing.

- b. Erosion Control shall be provided in accordance with all local, county and State requirements. These sites are adjacent to a creek and within the floodplain and/or floodway.
- c. Site Security – The Contractor shall install a fence around the perimeter of each work zone to prevent unauthorized access.
- d. Utility Termination

Contractor shall terminate all utilities at each site.

- Gas disconnect shall be completed in accordance with Nicor specifications.
- City Water shall be disconnected at the B-box.
- Private Storm Sewer services shall be cut and capped on the resident side of the sidewalk.
- Private Sanitary Services shall be cut and capped on the resident side of the sidewalk.

**AS AN OPTION, The City is also requesting line item pricing for the disconnection of all City utilities at the main (water, sanitary sewer, storm sewer). This pricing should include appropriate couplings, materials, roadway repairs and restorations. This option will be exercised at the sole discretion of the City.**

- e. Demolition

This contract calls for the demolition of three wood framed construction residential dwellings, as well as any and all outbuildings/concrete foundation footings and pads, driveways, residential sidewalks, and all other hardscapes on the properties. Upon completion each property shall be restored to a pre-developed state. All public sidewalks are to remain undisturbed, intact.

The contractor shall haul and properly discard all materials that require landfill disposal. These materials may include asbestos-containing materials, lead painted materials, and demolition debris. It is the contractor's responsibility to performed appropriate testing to determine if there are materials requiring special demolition, hauling or dump requirements. The contractor will line up landfill pricing and approvals, and the price must include payment of all landfill tipping fees and taxes. The price sheet includes a requirement to indicate the quantity of material the contractor estimates will require disposal at the landfill. This information will be used to help interpret bids.

Structures, such as fence posts, existing on the creek bank may be cut down to grade and left in place to prevent the erosion of the bank.

Fencing that provides a mutual benefit to adjacent property owners shall be left in place at the City's discretion. Prior to removal, the designated City representative shall make a determination if a fence stays or is removed.

The contractor shall mobilize all necessary material and labor for the job. Equipment can be left at the job site at the contractor's sole risk. The City will not be responsible for lost, stolen, damaged, or vandalized equipment. The contractor may stage equipment at the Public Works Garage where access is restricted, at the contractor's sole risk.

f. Disposal of Materials

All materials removed from the buildings, including fixtures and appurtenances shall be the property of the Contractor and shall be entirely removed from the premises. The entire premises shall be cleared of all junk, refuse, debris, and materials resulting from the removal of the buildings and contents, down to the building floor. Upon completion of the work, the site shall be left in neat condition.

The contractor shall follow all applicable local, state, and federal laws, regulations and requirements for the disposal of lead, asbestos, and other routinely encountered hazardous substances.

With the contractor invoices, documentation of the quantities of materials handled and their destination will be provided. Copies of landfill disposal load listing will be provided with the contractor invoices, with a breakdown by waste type (asbestos demolition debris or lead containing brick/block). An estimate of the quantity of material (cubic yards or tons) removed for beneficial reuse will be provided with each contractor invoice. A summary of the scrap metal pounds recovered by type (copper, iron, etc.) will be provided with the contractor final invoice.

- g. Backfill all work site depressions with clean mixed clay to drain. \*(Source ticket required).
- h. Restoration shall include a cap of clean, pulverized black dirt, seed, and erosion control blanket. Restored ground shall be free of all large rocks as well as any and all demolition debris.
- i. Disturbance of the site shall be limited to the area of the structures being removed. No additional grading shall be performed.

**3. Work Progress & Completion**

- a. The work schedule shall be coordinated by the City and the Contractor.
- b. A written work schedule shall be agreed upon by the City and the Contractor prior to the commencement of work.
- c. All specified work shall be completed no later than sixteen (16) weeks from the issuance of the City's Notice to Proceed to the Contractor.
- d. The Contractor may not start work before 7:00 AM Monday through Friday.
- e. All work must be completed by 6:00 PM. \*(Additional hours prior to 7 AM and after 6 PM must be approved in advance by the designated City representative).
- f. The Contractor may be restricted with respect to work hours each day depending on special events in the area and/or weather events.
- g. Weekend hours [Saturday and Sunday] must be approved in advance by the designated City representative.
- h. Upon commencement of the work specified herein, the Contractor shall work in consecutive regular work days, without delay, until completion of the specified work.
- i. The public streets and sidewalks shall be kept free of debris, litter, and mud throughout the performance of work under this contract.
- j. The public sidewalks and curbs that may serve as access for heavy equipment shall be planked with suitable timbers or plywood sheeting to prevent any damages from occurring.
- k. Any damage to public streets, sidewalks and curbs shall be repaired or replaced at the expense of the Contractor in accordance with the City of St. Charles construction specifications.

1. Equipment use shall be limited to the footprint of the structure(s) and the most direct path to the structure from the road. Any additional earth disturbance shall be kept to the minimal amount required to perform the work.
4. **Custody of the Properties, Buildings**  
Upon receipt of written order by the City to commence work, the buildings and their surroundings shall be under the custody of the Contractor.
5. **Supervision & Documentation**
  - a. The City of St. Charles reserves the right to supervise the Demolition site however they see fit.
  - b. The contractor will perform work to the satisfaction of the City and their designated representatives.
6. **Asbestos Abatement**  
Contractor shall provide asbestos abatement services as part of this contract. All material containing friable asbestos shall be removed and properly disposed of. Upon completion of the Asbestos remediation, Contractor shall provide written certification to the City that all asbestos containing materials have been removed.

Once the asbestos is removed, but before the commencement of the demolition, the Contractor shall provide sufficient time, not less than one week, for Police and Fire Department training exercises in the properties. That timeline may be waived at the City's discretion.

7. **Site and Traffic Control**
  - a. Pedestrian and vehicular traffic shall be maintained on the streets adjacent to the premises through the life of this Contract.
  - b. The Contractor shall provide and maintain the necessary barricades and traffic control necessary for the protection of the public during the progress of this work.
  - c. The site shall remain secure at all times through the utilization of construction fencing.
  - d. Erosion control in accordance with State and County specifications shall be utilized and inspected daily to protect all on-site catch basins, public storm sewer inlets and the creek located near these sites, eliminating contamination from soil run-off and demolition debris.
  - e. Silt collecting fabric or baskets shall be installed in all open grate storm sewer structures near the selected job sites and are to be removed by the contractor upon completion of the demolition work once all other equipment and materials have been removed.

## **8. Courteous Neighbor**

- a. Site Cleanliness is a must. The Contractor shall be responsible for maintaining a clean work-site.
- b. Keep the property adjacent to buildings clean and free of debris.
- c. Do not store or permit removed materials and equipment to accumulate at the site.
- d. All materials and construction debris shall be removed as it is generated.
- e. The City will reserve the right to routinely inspect the job-site conditions and make recommendations based on observations and site conditions. These recommendations shall be mitigated immediately.
- f. Maintain fencing so that it is safe and functions as intended.
- g. Utilize water to keep the job-site free from dirt and dust.
- h. The Contractor shall not track spoils or demolition materials beyond the fenced in work zone. The roadway adjacent to the work-sites shall remain clean at all times.
- i. The contractor shall notify adjacent property owners of the work to be performed by letter or door hanger prior to mobilization. The notification shall include the address of the work to be performed as well as an anticipated start and end timeframe.

### **Coordination with Police & Fire Training Exercises**

The Contractor shall be accommodating to Police and Fire training schedules if requested.

### **Work Delay – Cost of Labor and Materials**

Any change in the above-referenced work schedule must be agreed upon by both parties. The contract price will remain fixed from the execution of the contract by the City and the Contractor through the completion of the specified work.

### **Professional Standard**

The Contractor is required to have at least five (5) years of experience in demolition industry. They shall provide no less than five references for similar projects in other communities in the past two years, and have a demonstrated safety record.

### **Safety Officer**

The Contractor shall provide a designated Safety Officer contact for the City Inspector to address any safety related concerns that arise on the job. The Safety Officer will be required to respond and address such concerns in a timely manner or within at least one (1) business day.

### **Job Show Up**

The City's Public Works facility, upon request, may be utilized as a job show up location. Utility trucks and private cars may be parked within the Public Works fenced-in yard. The City reserves the right to revoke this privilege. The Public Works yard is open Monday through Friday from 6 a.m. until 5:00 p.m. and locked at all other times.

**Prevailing Wages**

The Contractor shall abide by the Illinois Prevailing Wage Act, 820 ILCS 130, and must submit certified payroll records with all payment requests. Any request for payment submitted without certified payroll records will not be processed by the City Accounts Payable Department.

CITY OF ST. CHARLES  
2 E. MAIN STREET  
ST. CHARLES, ILLINOIS 60014

**Bid Opening: Friday, April 1, 2016 at 2:00 p.m.**

**Bidder Information**

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**BID PRICE:** Residential Dwelling Demolition

*\*The pricing submitted for the addresses below shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the demolition projects.*

1. **904 South Avenue**..... \$ \_\_\_\_\_

OPTIONAL City Utility Termination at Main \$ \_\_\_\_\_

Anticipated tons of material removed from site: \_\_\_\_\_ tons

2. **811 Illinois Avenue**..... \$ \_\_\_\_\_

OPTIONAL City Utility Termination at Main \$ \_\_\_\_\_

Anticipated tons of material removed from site: \_\_\_\_\_ tons

3. **115 S. 9<sup>Th</sup> Avenue**..... \$ \_\_\_\_\_

OPTIONAL City Utility Termination at Main \$ \_\_\_\_\_

Anticipated tons of material removed from site: \_\_\_\_\_ tons

**Anticipated number of days to complete all work form notice to proceed: \_\_\_\_\_ Days**

List any and all deviations from minimum specifications:

---

---

---

---

---

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

---

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

---

Name of Authorized Representative

Title

---

Company Name

---

Street Address

---

City

State

Zip Code

---

(Area Code) Phone Number

# CITY OF ST. CHARLES

## INVITATION TO BID:

### Residential Demolition Services

Bid Due: Thursday April 7, 2016 at 2:00 p.m.

### **ADDENDUM #1 – Thursday, March 31, 2016**

**Please Note:**

1. The bid opening date has been extended. The new bid opening date will be Thursday, April 7, 2013 at 2:00 p.m. at the St. Charles City Hall, located at 2 E. Main St., St. Charles, IL 60174.
2. The new deadline to submit questions regarding this project will be 12:00 p.m. on Monday, April 4, 2016. All questions should be directed to Tony Bellafiore in writing at [tbellafiore@stcharlesil.gov](mailto:tbellafiore@stcharlesil.gov).
3. Asbestos inspection reports are attached to this addendum. Per the inspection reports, the scope shall include the following:
  - a. Removal of six basement windows with interior asbestos containing window glazing from the former residence at 115 South Ninth Avenue.
  - b. Removal of approximately 270 square feet of asbestos containing linoleum from the kitchen, first floor back room, and scattered throughout the residence; and approximately 20 square feet of asbestos containing HVAC duct wrap from the basement vents in the former residence at 811 Illinois Avenue.
  - c. Removal of approximately 15 square feet of asbestos containing floor tile and mastic from the lower level hallway of the former residence at 904 South Avenue.

NOTE: Any asbestos material not identified in the inspection shall be removed and properly disposed of.

***THIS ADDENDUM MUST BE INCLUDED WITH THE SUBMITTED PROPOSAL***



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to Waive the Formal Bid Procedure and Approve Mosquito Abatement Contract

Presenter: AJ Reineking

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$99,116.00	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	
-----------------	-------------	-----------	------------------------------	---------------------------------------	-----------------------------	--

If NO, please explain how item will be funded:

**Executive Summary:**

Over the past twenty-nine years, the City has provided services related to mosquito abatement. Since the beginning, a City of St. Charles local vendor, Clarke Environmental, has provided exceptional service while managing the Mosquito Abatement Program. Clarke has been a very reliable consultant and is considered the top expert in our region. Over the years, they have been able to build a detailed database for the City of St. Charles, provide exceptional customer service and provide all of the abatement services for a successful program. Clarke is also the consultant for the communities surrounding St. Charles, allowing for a comprehensive, proactive group approach to controlling mosquitos.

**Attachments:** *(please list)*

\*Clarke Environmental Mosquito Management Renewal Letter \*Clarke Environmental 2016 Program Outline \*Request for Waiving Bid

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to Waive the Formal Bid Procedure and approve contract with Clarke Environmental for Mosquito Abatement Services for FY 16/17 in the amount of \$99,116.

*For office use only:*      *Agenda Item Number: 4.e*



675 Sidwell Court  
St. Charles, IL 60174  
630.894.2000 P  
630.443.3070 F  
www.clarke.com

April 11, 2016

City of St. Charles  
AJ Reineking, Public Works Manager  
2 E. Main Street  
St. Charles, IL 60174-1984

Dear AJ,

The mosquito season is not far behind and, due to practical planning and execution of a multiyear agreement renewal contract, the City of St. Charles has gotten a head-start on the 2016 season. This renewal guarantees a commitment from Clarke Mosquito Control to provide the highest quality of mosquito control services. This includes complete insurance coverage, monthly and annual reports, Clarke's Mosquito Control Hotline, surveillance and Monitoring, disease testing, two helicopter larviciding applications, and truck ULV applications as requested on a per unit basis.

The contract allows for a seamless transition from season to season with the terms and conditions outlined in your 2015 contract. Your 2016 program cost is \$99,116.00. Invoiced in four equal payments of \$24,779.00 due May 1<sup>st</sup>, June 1<sup>st</sup>, July 1<sup>st</sup> and August 1<sup>st</sup>.

An NPDES (National Pollutant Discharge Elimination System) permit will be necessary for the execution of the work for mosquito control. Currently, the City of St. Charles is covered under Clarke's permit.

Thank you for the confidence you have placed in Clarke. We sincerely appreciate the continuous opportunity to service the City of St. Charles.

If you have any questions on any aspect of your contract or services, please do not hesitate to contact me at (630) 671-3129.

Sincerely,

Jack Thennisch  
Control Consultant



**Clarke Environmental Mosquito Management, Inc.,  
Professional Services Outline for 2016  
City of St. Charles  
Environmental Mosquito Management (EMM) Program**

**Part I. General Service**

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the City of St. Charles additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

**Part II. Surveillance and Monitoring**

- A. Floodwater Mosquito Migration Model:  
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the City of St. Charles representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
  - 1. Gravid Trap: Operation of two (2) traps to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing VecTest® technology for West Nile Virus.
  - 2. Clarke New Jersey Light Trap Network: Operation of two (2) traps within the City of St. Charles to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

**Part III. Larval Control**

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: (9) inspections
  - 1. Six (6) complete inspections of all sites.
  - 2. Three (3) targeted inspections of all breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  - 3. Inspections of sites called in by residents on the Mosquito Hotline.



C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.

1. Larval Control: The program provides backpack or hand equipment treatments.
2. Helicopter Prehatch: Three (3) treatments using a 30 day residual product of all acres for floodwater mosquito control.
3. Catch Basins: One treatment of all street side catch basins, inlets and manholes using an extended residual slow release insecticide for up to 150 day control.

**Part IV. Adult Control**

A. Adulticiding in mosquito harborage areas:

1. Six (6) scheduled truck Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for any community special events.

B. Adulticiding in Residential Areas:

1. Three (3) community-wide truck ULV treatments of all miles of streets using Anvil® or Biomist® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$58.00 per mile/treatment.

C. Adulticiding Operational Procedures

1. Notification of community contact.
2. Weather limit monitoring and compliance.
3. Notification of residents on Clarke Call Notification List.
4. ULV particle size evaluation.
5. Insecticide dosage and quality control analysis.

**2016 EMM Payment Total Price for Parts I, II, III, IV\*\*                      \$99,116.00**

<b>Month</b>	<b>2016</b>
May 1 <sup>st</sup>	\$24,779.00
June 1 <sup>st</sup>	\$24,779.00
July 1 <sup>st</sup>	\$24,779.00
August 1 <sup>st</sup>	\$24,779.00
<b>TOTAL</b>	<b>\$99,116.00</b>

**\*\*NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

**REQUEST FOR WAIVING BID PROCEDURE**

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Clarke Environmental Mosquito Management  
675 Sidwell Court  
St. Charles, IL 60174

For the purchase of: Mosquito Control Services for Fiscal Year 2015/ 2016.

At a cost of: \$ 99,116.00

Reason for the request to waive the bid procedure:

Clarke Mosquito has managed the Mosquito Abatement Program for the City for 29 Years, has provided reliable service, and meet all of the requirements of our specifications. Clarke is also the consultant for the communities surrounding St. Charles, allowing for a comprehensive, proactive group approach to controlling mosquitos.

Other Quotations Received: None

Date: 04/25/2016

Requested by: \_\_\_\_\_

Department Director: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

Committee Chairman: \_\_\_\_\_

**THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.**



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award the Bid for Asphalt Materials

Presenter: AJ Reineking

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$90,000.00	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/>
-----------------	-------------	-----------	------------------------------	---------------------------------------	-----------------------------	--------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

The Public Services Division utilizes asphalt materials to make permanent and temporary repairs to City streets throughout the year. These materials are used for road repair and maintenance as well as winter pothole patching and the restoration of underground utility repairs, such as watermain breaks or storm sewer point repairs.

On February 23, 2016, the City publicly opened and read aloud bids received for asphalt materials. The City received three qualified bids with Builders Asphalt (Elburn, IL) being the lowest responsive, responsible bidder.

The asphalt plants in this area are generally affiliated with large road construction companies, the materials produced and plant operations are generally dictated by the workload of those construction companies. For example, one plant may only be making surface mix based on their construction workload, which restricts the availability of binder at that plant for that particular day/week. In addition, the plants operating seasons vary, which can limit the operating season of their customers.

For these reasons, staff is proposing to approve pricing for all three bidders. Builders Asphalt will be the City's primary supplier of asphalt material for the 2016 construction season; however when products are unavailable or when the plant is not open, staff will have operational flexibility to utilize other vendors.

**Attachments:** *(please list)*

Bid Tabulation \*Builders Asphalt Bid Sheet \*Plote Construction Bid Sheet \*Superior Asphalt Bid Sheet

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to award the bid for Asphalt Materials to Builders Asphalt and approve the prices submitted by Plote Construction and Superior Asphalt Materials for utilization as required.

*For office use only:*

*Agenda Item Number: 4.f*

2016/17 Asphalt Bid Results

	<i>Anticipated Quantity</i>	Builders Asphalt Elburn, IL		Plote Construction Hoffman Estates, IL		Superior Asphalt Materials (Geneva Construction) North Aurora, IL	
		Unit Bid/Ton	Extended	Unit Bid/Ton	Extended	Unit Bid/Ton	Extended
Surface Mix	1,000 Tons	\$ 52.00	\$ 52,000.00	\$ 54.00	\$ 54,000.00	\$ 58.00	\$ 58,000.00
B.A.M./Binder	500 Tons	\$ 48.00	\$ 24,000.00	\$ 54.00	\$ 27,000.00	\$ 56.50	\$ 28,250.00
Cold Mix	50 Tons	No Bid	N/A	\$ 120.00	\$ 6,000.00	\$ 103.00	\$ 5,150.00
U.P.M.	50 Tons	\$ 135.00	\$ 6,750.00	No Bid	N/A	\$ 129.00	\$ 6,450.00
T.A.C. (5 gal. pail)	5 Gallons	\$ 60.00	\$ 60.00	\$ 38.00	\$ 38.00	\$ 65.00	\$ 65.00

**TOTAL**

**\$ 82,810.00**

**\$ 87,038.00**

**\$ 97,915.00**

Dumping Fee: Asphalt

\$2.50/Ton

No Charge

No Charge

Dumping Fee: Concrete

No Bid

No Charge

No Charge

**SECTION IV  
ASPHALT  
PROPOSAL FORM**

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE PER TON</u>
Surface Mix*	1,000 Tons	\$ <u>52.00</u>
B.A.M./Binder	500 Tons	\$ <u>48.00</u>
Cold Mix (Silo-warm all year)	50 Tons	\$ <u>NO BID</u>
U.P.M.	50 Tons	\$ <u>135.00</u>
T.A.C.	5 Gal. Pail	\$ <u>60.00</u>
<b>Dumping fee (per ton) for old asphalt brought in for recycling.</b>		\$ <u>2.50/TON</u>
<b>Dumping fee (per ton) for old concrete brought in for recycling.</b>		\$ <u>NO BID</u>

\* Must meet specifications of "Standard Specifications for Road and Bridge Construction" Department of Transportation of the State of Illinois.

**ALL PRICES ARE FIRM THROUGH APRIL 30, 2017.**

Location of Mixing Plant: 45 W 295 MAIN ST RD. , ELBURN , IL 60119

I propose to furnish the City of St. Charles bituminous material at above prices (F.O.B. mixing plant) for the 2016/17 Construction Season, and in accordance with conditions outlined in the enclosed documents.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials of supplies.

BUILDERS ASPHALT LLC  
COMPANY

4413 ROOSEVELT RD #108  
ADDRESS

HILLSIDE, IL 60162  
CITY, STATE, ZIP

847-419-9000  
TELEPHONE

  
SIGNATURE OF AUTHORIZED AGENT

**SECTION IV  
ASPHALT  
PROPOSAL FORM**

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE PER TON</u>
Surface Mix*	1,000 Tons	\$ <u>54<sup>00</sup></u>
B.A.M./Binder	500 Tons	\$ <u>54<sup>00</sup></u>
Cold Mix (Silo-warm all year)	50 Tons	\$ <u>120<sup>00</sup></u>
U.P.M.	50 Tons	\$ <u>No BID</u>
T.A.C.	5 Gal. Pail	\$ <u>38<sup>00</sup></u>
<b>Dumping fee (per ton) for old asphalt brought in for recycling.</b>		\$ <u>No CHARGE</u>
<b>Dumping fee (per ton) for old concrete brought in for recycling.</b>		\$ <u>No CHARGE</u>

\* Must meet specifications of "Standard Specifications for Road and Bridge Construction" Department of Transportation of the State of Illinois.

**ALL PRICES ARE FIRM THROUGH APRIL 30, 2017.**

Location of Mixing Plant:

I propose to furnish the City of St. Charles bituminous material at above prices (F.O.B. mixing plant) for the 2016/17 Construction Season, and in accordance with conditions outlined in the enclosed documents.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials of supplies.

Plote Construction Inc.  
COMPANY

1100 Brandt Drive  
ADDRESS

Hoffman Estates, IL 60192  
CITY, STATE, ZIP

847-695-9300  
TELEPHONE

  
SIGNATURE OF AUTHORIZED AGENT

William T. Madden, Asst. Secretary

**SECTION IV  
ASPHALT  
PROPOSAL FORM**

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE PER TON</u>
Surface Mix*	1,000 Tons	\$ <u>58.50</u>
B.A.M./Binder	500 Tons	\$ <u>56.50</u>
Cold Mix (Silo-warm all year) *Not Silo Stored*	50 Tons	\$ <u>103.00</u>
U.P.M.	50 Tons	\$ <u>129.00</u>
T.A.C.	5 Gal. Pail	\$ <u>65.00</u>
<b>Dumping fee (per ton) for old asphalt brought in for recycling.</b>		\$ <u>N/C</u>
<b>Dumping fee (per ton) for old concrete brought in for recycling.</b>		\$ <u>N/C</u>

\* Must meet specifications of "Standard Specifications for Road and Bridge Construction" Department of Transportation of the State of Illinois.

**ALL PRICES ARE FIRM THROUGH APRIL 30, 2017.**

Location of Mixing Plant:

I propose to furnish the City of St. Charles bituminous material at above prices (F.O.B. mixing plant) for the 2016/17 Construction Season, and in accordance with conditions outlined in the enclosed documents.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials of supplies.

Superior Asphalt Materials, LLC  
COMPANY

216 E. Butterfield  
ADDRESS

North Aurora, IL 60542  
CITY, STATE, ZIP

630-892-6536  
TELEPHONE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to Approve Intergovernmental Agreement with District 303 for Fiber Services

Presenter: Tom Bruhl

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$NA	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
-----------------	------	-----------	---	-----------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

The City and D303 have worked together since 2000 to interconnect all D303 facilities and had an Intergovernmental Agreement (IGA) covering these services that expired. The City commissioned Utility Financial Solutions to perform a rate study for the fiber system in 2015. That study was the basis for a revision to the cost sharing structure between D303 and the City.

After investigating alternative solutions, D303 has elected to seek a new IGA with the City for fiber services. The 10 year agreement includes D303 paying a fair share of the total system maintenance costs and limits City risk to the extent possible. D303 and City legal counsels have reviewed and approved the document. The D303 School Board recently approved the agreement.

**Attachments:** *(please list)*

\*Intergovernmental Agreement

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve Intergovernmental Agreement with School District 303 for Fiber Optic Services.

*For office use only:* Agenda Item Number: 4.g

**INTERGOVERNMENTAL COOPERATION AGREEMENT**  
**BY AND BETWEEN**  
**THE BOARD OF EDUCATION OF ST. CHARLES COMMUNITY UNIT SCHOOL**  
**DISTRICT NO. 303**  
**AND**  
**THE CITY OF ST. CHARLES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on the 11th day of APRIL, 2016, by and between the Board of Education of St. Charles Community Unit School District No. 303, Kane County, Illinois (“Board” or “District”) and the City of St. Charles (“City”).

WHEREAS, the City, a home rule Municipal Corporation (“City”), owns and operates an electrical transmission and distribution utility and has undertaken various telecommunications activities in support thereof; and

WHEREAS, St. Charles School District No. 303, a K-12 public school system operating under the School Code (105-ILCS 5/1-1 et seq.) with its principal offices located in St. Charles, Illinois; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that units of local government and school districts may contract among themselves to obtain or share Services and to exercise powers and functions; and

WHEREAS, the City has constructed and maintains a Fiber Optic Telecommunications System connecting its operations center with various operating facilities and office locations, and provides data transmission and Internet access services for its own use; and

WHEREAS the City and District desire that the nature of the fiber network architecture to be dark fiber maintained by the City with optical switch equipment owned, maintained, and operated by District; and

WHEREAS the City is willing to assist the District in developing an independent telecommunications capability through the sharing of equipment and costs;

NOW THEREFORE, it is hereby agreed to by the City and the District as follows:

I. **Scope of Agreement** The District desires to have a fiber connection between and among its Administration Office, all of its educational facilities, and the Kane County Circuit Clerks building on Randall Road. The City has developed a backbone system between City facilities and has numerous extensions to other City facilities, District facilities, and Kane County facilities. The backbone system and extension system related to District facilities is shown in Exhibit A (“Backbone”). The City will lease fibers within the Backbone and the extensions to the District to connect their facilities. The existing lit fiber system that the City

provides to the District will be converted to a dark fiber lease structure based on the schedule in section II.

II. **Conversion** The City will provide design and technician assistance to facilitate conversion to a dark fiber system. The proposed conversion schedule is as follows:

Within 90 days of this Agreement and payment by District to City for the installation costs as provided in Section III, the City will do the following:

- Replacement of extension to St. Charles East High School with 96 fiber count and 96 patch panel inside East High School; and,
- Replacement of extension into the District's Administrative Office with 96 fiber count from manhole in Indiana Street and 96 patch panel inside the Administrative Office.

The patch panels described in this Section II will be considered part of the City maintained Telecommunications System and will act as the maintenance demark.

Within 180 days of execution of this Agreement and payment by District to City for the installation costs as provided in Section III, the City will do the following::

- Conversion of all District facilities to dark fiber per schematic shown in Exhibit A.

III. **Conversion and Installation Costs** The City will provide the District with technician assistance to facilitate conversion to a dark fiber system. The estimated cost to upgrade the two main nodes of East High School and the District's Administrative Office, and to re-splice fiber and move fiber terminations to facilitate the modification of the system to a completely dark fiber lease is \$24,100. After ratification of this agreement, the City and District will complete the conversion work and a bill for the actual costs incurred by City shall be forwarded to the District.

Additionally, District shall pay City for its labor and material costs incurred in the extension of such system to future District facilities or for additional extensions that may be developed to provide redundant communication paths. The District may request additional facilities connected under this agreement by paying the actual cost incurred by City for the connection, and agreeing to amend the annual maintenance charges due to the City.

IV. **Maintenance Expenses** City shall have the responsibility to maintain and repair the Backbone of the City Fiber Optic Telecommunications System, provided, however; that District shall pay City the sum of \$376 per month (\$4,510 annually) for each pair of fibers connected at any District facility. Maintenance, as defined below, of the extensions to District facilities will be performed by the City. During the first year of the Agreement, there will be 21 pairs of fibers connected at District facilities, meaning the total maintenance charge will be \$94,710.00 during the first year of the Agreement. Additionally, for its share of maintenance expenses District shall pay City \$0.08 per foot per year for each pair of fibers which are extensions off of the City Backbone to District facilities for the first year of this Agreement. The basis for footage will be established via an optical time-domain reflectometer ("OTDR") or other method agreed upon by the parties. The basis for the maintenance costs for the first year of this Agreement is a 2015 Rate Study conducted by a consultant, namely Utility Financial Solutions (UFS). The basis for maintenance related costs will be reviewed by the parties once per year (on

the anniversary date of the Agreement) and revised as appropriate by increases in costs, such as labor rates and inflation, by mutual agreement. Cost revisions may also reflect changes in the number and type of connections on the system. Any cost revisions that occur during the year will be reflected on the next annual payment. During the first year of the Agreement, there will be 242,910 feet of connections, meaning that this charge will be \$19,432.80.

Generally maintenance shall be defined as JULIE locations for underground fiber, and labor and material projects that do not relate to new fiber placement and where labor is less than 16 man hours and material costs are less than \$1,000. The City shall assist the District in repairs related to acts of God; however, repairs that exceed the maintenance threshold above shall be considered capital work as defined below. Repairs related to third party incidents are addressed in this agreement in Section X (B) (3).

This basic maintenance rate, with no capital replacement contribution, is originally calculated at \$0.08 per fiber pair per foot. As the District has selected this rate, such will require the District to budget for and construct end of life replacement of all fiber extensions to District facilities and to fund any relocations related to public improvement work that creates conflict with the existing fiber extensions. Additionally, the City shall be held harmless from any and all liabilities related to end of life fiber extension failures or fiber/communication problems related to multiple repair splices in the existing extensions.

Capital work shall be defined as any new fiber placement, either as an addition or replacement of existing. The City may provide a quotation for capital projects but is not obligated to provide such.

With regard to relocations related to public improvement projects, Backbone relocations will be performed by City without any additional payments from District. For relocations of extensions to District facilities off of the Backbone, and understanding that relocation work is dictated by other parties, the City agrees to provide as much advanced notice as possible of work to be performed and requirement of an assessment payable by the District. City may provide an estimate for the engineering and construction of the relocation, which would be payable upon completion and reconciliation of actual costs incurred. District may choose to engineer and/or construct the projects themselves with coordination with City with regard to material and installation standards and cutovers, with a final City acceptance inspection. City shall not be responsible for maintaining fiber that does not meet the material and installation standards of the City. Should the City or District receive information regarding potential capital work the District is responsible for, City or District shall make all efforts to provide notice to the other party as early as possible.

Every two years, the City and District will equally share the cost of having a rate consultant refresh the UFS study numbers. The City will use their standard procurement processes to obtain quotations for the consultant refresh work. The City will manage the contract with the consultant, and 50% reimbursement of the final contract cost will be billed to the District in the following year.

The addition or subtraction of total connected facilities will impact the annual maintenance costs. Additional non-District connections will be made at the sole discretion of the City. The District may subtract connections to its facilities, and will no longer be charged any maintenance costs for connections that are no longer in use.

As an option, the City may choose to co-locate equipment, as provided for in Section VIII below, within and on District facilities. The intent of this clause is to create an option for the City when developing communication infrastructure related to Automated Meter Reading or other City automation, communication, or radio needs. When requested, the City will design, construct, and maintain the improvement, and the District will be responsible to reasonably approve the plans. City will reimburse District for labor expenses incurred as part of supervising City personnel inside District facilities for City desired work related to City co-location of switches and ancillary equipment within or on District facilities.

The City will be responsible for managing optical losses. Optical losses shall be limited to the dB losses per mile of fiber, 0.3 dB per splice, and 0.75 dB per mated pair patch panel termination. Should the losses on any line exceed the limit, the City will promptly engineer and construct repairs to the line. City will be responsible for backbone repairs, and resplicing/reterminating on extensions should those elements be determined to be the cause of the problem. District will be responsible for fiber extension replacement should the unacceptable losses be related to dB losses per mile in the fiber itself or due to the number of splices and terminations. Should any fiber pair that is currently within allowable losses cease to be adequate for District broadband, and replacement of the Backbone elements and elimination of splices is reasonably expected to rectify the deficiency, the City and District may enter into an agreement to make such modifications on a case by case basis.

The City has an agreement for pole attachments with ComEd for extensions outside of the Corporate Boundaries of St. Charles. The City shall pass through such costs to the District as part of the annual billing.

For tree trimming projects, the City and District may enter into agreement for the City to contract for tree trimming service and pass through costs to the District.

Additionally, the District will reimburse the City for any administrative expenses related to financial or other form completion that the District desires. An example of such is completion of forms and documents for District E-Rate reimbursement.

The District and the City can agree to share installation costs on modifications or enhancements to the "Backbone" that would be mutually beneficial.

The City anticipates normal replacement of fiber after 20 years of service. If not replaced for other reasons prior to 20 years, City will budget, plan, and schedule fiber backbone replacements after a run has been in service for 20 years. Replacement will be completed before a run reaches 22 years in-service.

The maintenance fee for the first year of this Agreement will be due within 30 days of the execution of this Agreement. Thereafter, maintenance fees will be billed annually and shall be due on July 1 of each year.

V. **Network Architecture**. The extensions from the existing backbone to the District facilities are currently of radial design. For cable cuts or problems, City will make reasonable efforts to restore service. Availability of City staff to address fiber extension restoration after normal business hours, or during City emergencies, may not be acceptable to the District. The District, at District expense, may request installation of redundant fiber feeds and/or development of a mutually acceptable contractor that can be deployed when City staff is not available. Should a contractor be necessary to provide restoration services, the contractor costs shall be borne by the District.

Normal business hours for City Meter & Communications staff shall generally be 7 a.m. to 3 p.m. on non-holiday weekdays.

For fiber communication issues, the District will notify the City of the problem. The City will make reasonable efforts to respond and perform diagnostic testing up to the patch panel at the District facility. If the problem is on the part of the system that the City is responsible for maintaining, the City will make reasonable efforts to restore service. If City staff is not available, the use of a mutually acceptable contractor for restoration services can be requested by District, and District will be responsible for the cost. Should the problem be inside the District facility, and beyond the patch panel demarcation point, City staff time shall be billable to the District if such happens more than two times a year. Before the City upgrades the Backbone in a manner that is reasonably expected to cause the District to incur additional expense, the City shall provide the District with one year's written notice of such upgrade.

Note that the first patch panel at each District facility will be considered part of the City maintained telecommunications system and will act as the maintenance demark.

VI. **Taxes** In addition to the charges stated herein, the District will be billed for and shall be responsible for payment of any and all applicable taxes and fees imposed by authorized local, state and federal governmental jurisdictions with respect to the services provided hereunder.

VII. **Term and Termination** This Agreement shall remain in effect for a term of ten years. Notwithstanding such ten-year term, District may elect to terminate this Agreement at any time without cause, provided that District shall thereupon forfeit any sums theretofore paid to City hereunder. After the expiration of such ten-year term, City may elect to terminate this Agreement without cause. If District shall default and fail to cure as provided in Section X.C. hereunder, then City may terminate this Agreement for cause and District shall forfeit all payments theretofore made to City hereunder. Upon termination of this agreement, City reserves the right to remove, or abandon in place, all City owned or maintained equipment from District facilities as City deems appropriate, and District agrees to provide City access to said facilities as required by City.

Upon termination, fiber extensions that are solely used by the District will become District responsibility, including the responsibility to either establish and pay for pole attachments or remove fiber from ComEd poles. Should the District and ComEd not be able to come to agreement, and ComEd insists on removal of the fiber, the cost for removal shall be borne by the District. For fiber extensions shared with City or other parties, ownership of said fiber runs will revert to City.

#### VIII. Use of District Property.

The extensions from the Backbone to the District facilities will be paid for by the District at time of installation and will remain under the ownership of the District. District shall provide City with a location at each District facility for installation of a fiber optic patch panel, which will serve as the point of demarcation of maintenance responsibility. The City will take responsibility for maintenance of the patch panels with the District acknowledgement that City may use such patch panels for extension of the Fiber Optic System to other City locations, and District agrees to permit City access to such patch panels during normal business hours upon reasonable advance notice from City or pursuant to such procedures as hereafter established by City and District. The City use of spare fibers within a District extension shall not trigger the recapture provisions below.

District also acknowledges the Backbone fiber communications system is and will remain the sole property of City. Monetary contributions, now or in the future, by the District do not indicate ownership of equipment or facilities unless explicitly stated as such. District also acknowledges that the Backbone system installed by City may be used to provide communication services to City facilities or facilities of others at City's sole discretion. All extension facilities paid for by District outside of the City are subject to possible recapture (not to exceed 50% of installation cost of the subject portion) if used to provide services to other than the City or District within the contract term.

#### IX. Insurance.

Each Party shall keep in force at all times during the term of this Agreement, General Liability Insurance, on an occurrence basis, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and the aggregate and at all times naming the other party to this Agreement, its individual board members, employees, and agents as additional insureds thereon. Each Party's insurance coverage shall include its indemnification obligation under Paragraph X(B) of this Agreement. In addition, within five (5) days of the last party to execute this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Upon request by a party hereto, District and City shall provide a copy of the insurance policy, and any endorsements thereto.

#### X. General Conditions

- A. Force Majeure Performance by either party shall be excused by an unforeseen occurrence beyond the control of a party which causes a delay or total or partial failure of performance by such party, including but not limited to (1) acts of God; (2)

acts of failure to act on the part of any governmental authority other than City or District (including but not limited to changes in or enactment of laws, rules, regulations, codes, or ordinances subsequent to the date of this Agreement); (3) acts of war or public disorders, civil violence or disobedience, blockages, strikes, lockouts, labor disputes, sabotage, insurrection or rebellion; (4) floods, hurricanes, earthquakes, tornadoes, or other similar calamities; (5) explosions or fires; (6) accidents in transportation; or (7) vandalism or cable cuts.

B. **Liability** To the extent permitted by law, each party shall otherwise indemnify and hold the other party harmless from and against any losses damages, costs or expenses to the extent such losses, damages costs or expenses are in consequence of a party's negligence or willful misconduct. Each party shall further indemnify and hold the other party harmless from, against, and in respect of and shall on demand reimburse the other for:

- 1) Any and all loss, liability or damage resulting from any untrue representation, breach of warranty, or non-fulfillment of any covenant or agreement contained herein; and
- 2) Any claims from third parties arising out of the acts or omissions of a party under this Agreement; and
- 3) Parties agree that repair and restoration of damages related to third party negligence, for example a vehicle accident, will be processed by the City to the third party. Should there be any additional consequential damages to the District, the District may, at its option, pursue additional claims/suits against the third party. For major damage claims defined as damage that exceeds \$10,000 in total City expenses related to complete restoration of the damage, the City will make normal efforts to recover such expenses from the third party. City and District will mutually agree to settlement amounts for major damage claims. The District will be responsible for reimbursing the City for any unrecovered damage claims and will make the City whole. Any further litigation against the third party would be District responsibility.

C. **Default.** A default shall be a failure to make a payment under this Agreement within 60 days of its due date or a failure by either party to perform any material obligation, duty, or responsibility under this Agreement. A default in a payment may be cured by making such payment plus interest at 7% per annum within 30 days. A party in default for failure to perform shall have 90 days from receipt of written notice from the other party to cure such default. A non-defaulting party may terminate this Agreement as provided in Section VII hereof, if such default is not cured within the period provided. No waiver of any default shall extend to or affect any subsequent default or impair any rights or remedies of the non-defaulting party. A non-defaulting party shall have available to it all remedies, legal and equitable, including without limitation those available in order to enforce payment of any amounts due hereunder or performance or observance of any other provision or condition hereof.

D. **Notices.** Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be either (i) mailed by registered or certified mail, return receipt requested, postage prepaid, (ii) sent by electronic facsimile transmission, or (iii) personally delivered by hand against receipt therefor to the parties at the address set forth below, or such other address as any party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, electronic facsimile transmission, or, if mailed, on date of receipt.

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

To the District:               St. Charles Community Unit School District No. 303  
                                      201 S. 7<sup>th</sup> Street  
                                      St. Charles, IL 60174  
                                      Attn: Superintendent

E. **Compliance with Laws.** The Parties shall comply with all federal, state, county and municipal laws, rules and regulations that apply to the performance of each party's respective obligations under this Agreement.

F. **Complete Understanding.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof.

G. **Amendments.** No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

H. **Binding Effect.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives.

I. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld in its sole discretion.

J. **Governing Law.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

K. **Authority to Execute.** Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

L. **Waiver.** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Intergovernmental Agreement as of the dates written below.

Dated \_\_\_\_\_, \_\_\_\_\_

The City of St. Charles,

By \_\_\_\_\_

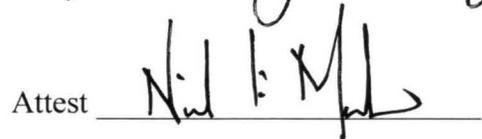
Attest \_\_\_\_\_

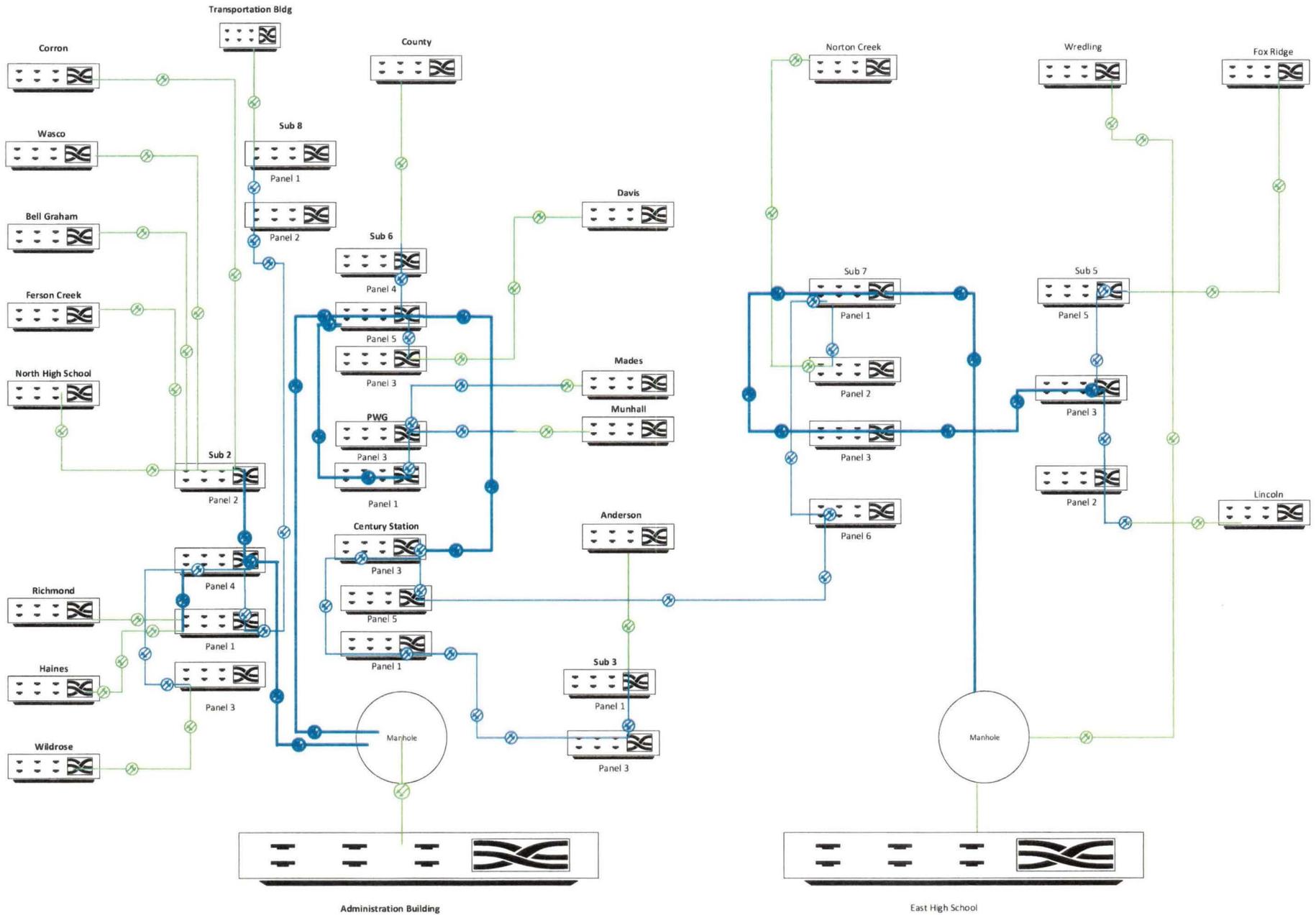
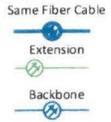
342979\_1

Dated APRIL 11, 2016

Board of Education of St. Charles  
Community Unit School District 303,

By 

Attest 



**EXHIBIT A - TABLE OF PATCH LOCATIONS**

<b>Location</b>	<b>Patch Location</b>	<b>Work to be Done</b>	<b>Connector</b>
<b>Admin Bldg</b>	<b>Manhole by tennis courts and inside Admin</b>	<b>Splice fiber inside building and manhole on Indiana new 96 cable from manhole to bldg</b>	
Davis School	Sub 6	In Sub 6 patch fiber from panel 3 to panel 5	ST to SC
Richmond School	Sub 2	In Sub 2, patch fiber from panel 1 to panel 4	ST to SC
Haines	Sub 2	In Sub 2, patch fiber from panel 1 to panel 4	ST to SC
Transportation Bldg	Sub 8, Sub 2	in Sub 8, patch fiber from panel 1 to panel 2. In Sub 2, patch fiber from panel 1 to panel 4	ST to ST, ST to SC
Wasco	Sub 2	In Sub 2, patch fiber from panel 2 to panel 4	ST to SC
Bell Graham	Sub 2	In Sub 2, patch fiber from panel 2 to panel 4	ST to SC
Corron	Sub 2	In Sub 2, patch fiber from panel 2 to panel 4	ST to SC
Ferson Creek	Sub 2	In Sub 2, patch fiber from panel 2 to panel 4	ST to SC
North High	Sub 2	In Sub 2, patch fiber from panel 2 to panel 4	ST to SC
Wildrose	Sub 2	In Sub 2, patch fiber from panel 3 to panel 4	ST to SC
Anderson	Sub 3, Century Station, Sub 2	In Sub 3, patch fiber from panel 1 to panel 3. At Century Station patch fiber from panel 1 to panel 3. At Sub 6, patch fibers in panel 5	ST to SC, SC to SC, SC to SC
Munhall	PW Garage, Sub 6	In PW Garage, patch fiber from panel 3 to panel 1. At Sub 6 patch fibers in panel 5	ST to SC, SC to SC
Mades	Pw Garage, Sub 6	In PW Garage, patch fiber from panel 3 to panel 1. At Sub 6 patch fibers in panel 5	ST to SC, SC to SC
Admin to East High	Sub 7, Century Station, Sub 6	In Sub 7, patch fiber from panel 1 to panel 6. In Century Station, patch fiber from panel 5 to panel 3. In Sub 6, patch fibers in panel 5	ST to SC, SC to SC, SC to SC
County to Admin	Sub 6	patched already in Sub 6 from panel 4 to panel 5	
<b>East High School</b>		<b>Terminate all 48 Cables and Move panel to rack</b>	
Lincoln	Sub 5, Sub 7	In Sub 5, patch fiber from panel 2 to panel 3. In Sub 7 patch from panel 3 to panel 1	
Fox Ridge	Sub 5, Sub 7	In Sub 5, patch fiber from panel 5 to panel 3. At Sub 7, patch fiber from panel 3 to panel 1	ST to SC, SC to SC
Wredling	Manhole by East high School Switch gear	Splice fiber directly from Wredling to East high School.	ST to SC, SC to SC
Norton Creek	Sub 7	In Sub 7, patch fiber from Panel 2 to panel 1	ST to SC, SC to SC



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Presentation of 2015 Annual Electric Reliability – Information only

Presenter: Tom Bruhl

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
-----------------	----	-----------	------------------------------	-----------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

For information only. Presentation of Electric Reliability Statistics for calendar 2015.

**Attachments:** *(please list)*

None

**Recommendation / Suggested Action** *(briefly explain):*

For information only.

*For office use only:* Agenda Item Number: 4.h



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to Approve and Accept Easement at 300 North Randall for New Cell Tower

Presenter: Tom Bruhl

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$0	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NA	<input type="checkbox"/> NO	<input type="checkbox"/>
-----------------	-----	-----------	------------------------------	-----------------------------	-----------------------------	--------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

As part of the addition of the cell tower to the east of the bus facility, electric facilities had to be extended from Dean Street to provide electric service to the new structure. The owner has provided an easement allowing the City to own and maintain our infrastructure as it exists on their property. The City Attorney has reviewed the document and approved such.

**Attachments:** *(please list)*

\*Easement document

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve and accept an Easement at 300 N. Randall Road

*For office use only:*

*Agenda Item Number: 4.i*

PREPARED BY AND  
WHEN RECORDED MAIL TO:  
City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174

\_\_\_\_\_ SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

**UTILITY EASEMENT**

THIS INDENTURE, made in the City of St. Charles, State of Illinois, by and between North Randall Road Partners, LLC, an Illinois limited liability company (hereinafter referred to as "**Grantor**") and the CITY OF ST. CHARLES, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Kane and DuPage Counties, Illinois, (hereinafter referred to as "**Grantee**").

WITNESSETH: That Grantor in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to him by Grantee, the receipt and sufficiency of which is hereby acknowledged does hereby grant and give unto the Grantee a non-exclusive 10-foot perpetual easement over, under, and upon the real estate described and depicted on Exhibit A (the "**Easement Area**") for the construction, reconstruction, restoration, maintenance, review, access, and repair of underground electric utility and related facilities and equipment, generally including, but not limited to, buried power lines and wires, junction boxes, cables, conduits, communications lines, including fiber optics, and above-ground pad mounted transformers, switchgear, and metering equipment (the "**Facilities**"), and such underground appurtenances and additions thereto as said Grantee may deem necessary, together with the non-exclusive right of access thereto for the necessary personnel and equipment to do any or all of the above work provided. The right is also hereby granted to said Grantee to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said installations in, on, upon, across, under, or through said easement, provided that such trees, shrubs and other plants shall be removed by the Grantee unless the Grantor otherwise requests.

The Easement Area may be used by Grantor for shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. That Grantor hereby retains the right to enjoy said easement and right of way for its own purposes, provided that such purposes shall not interfere with the uses and right-of-way granted to the Grantee herein. Grantor reserves the right (a) to locate other utilities in the Easement Area so long as such other utility's use does not substantially interfere with Grantee's right to install, maintain, repair, and operate the Facilities; (b) to use the Easement Area for any purpose whatsoever, other than construction of a building, so long as Grantor's use does not substantially interfere with Grantee's right to install, maintain, repair, and operate the Facilities; and (c) in its sole discretion to relocate the Facilities, at Grantor

expense (if the Facilities are relocated, Grantor will grant to Grantee a new, comparable and acceptable easement substituting the new easement area to which the Facilities are relocated for the Easement Area, and Grantee will release the existing easement).

All construction by the Grantee shall be done in a good, workmanlike manner, and the Grantee also agrees that the premises will be left in a neat and presentable condition. Grantor shall be responsible for the prompt removal and any cleanup related to material, trees, shrubs, or any other landscaping that interferes with Grantor's maintenance of the Facilities. In emergency conditions or should Grantor removal not be prompt, Grantee shall be allowed to remove trees, bushes, and other landscaping materials without additional notice to Grantor, and Grantor shall be responsible for debris removal of such at Grantor expense. Grantee shall keep the Facilities in a safe condition and perform, at its sole cost and expense, all necessary installation, maintenance, repair, and operation of the Facilities. In addition, with exception of the above mentioned landscape removal, Grantee shall repair promptly all damage to the Easement Area or other parts of Grantor's lands caused by (a) any use or activities of Grantee (including activities of any of Grantee's employees, consultants, contractors, or other agents) on or of the Easement Area or Grantor's other lands or (b) the maintenance, repairs, replacement, existence, or use of the Facilities. Grantee's maintenance, repair, replacement, and use of the Easement Area and the Facilities shall in all cases be (a) at Grantee's sole cost, (b) in a manner that causes the least possible interference with the use, occupancy, and enjoyment of Grantor's lands by Grantor and its tenants, and (c) in compliance with all applicable ordinances, statutes, and regulations, and all other local, state, and federal laws applicable to the Easement Area and the Facilities.

The address for notification shall be, if delivered to Grantor, c/o Keating Resources, 719 Shady Avenue, Geneva, IL 60134, Attention: Gerard J. Keating, with a copy to Becker Gurian, 513 Central Avenue, Suite 400, Highland Park, Illinois 60035, Attention: Robert E. Blacher, and if to Grantee, Tom Bruhl, 2 East Main Street, St. Charles, Illinois 60174. Notices shall be delivered or sent by: (a) first class or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, or (c) personal delivery.

Grantee shall defend (with counsel acceptable to Grantor) and indemnify Grantor from and against any and all claims, costs, damages, injuries (including death) expenses (including reasonable attorneys' fees), judgments, losses, and liabilities resulting from (a) any use or activities of Grantee (including activities of any of Grantee's employees, consultants, contractors, or other agents) on or under the Easement Area or any other part of Grantor's lands, or (b) the existence or use of the Facilities, including, without limitation, mechanics' liens, damage to property, and injury to persons or property resulting from the use of the Facilities by Grantee.

This easement shall run with the land and be binding upon the parties' successors and assigns.

[The Signature Page Follows]

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Grantee:** CITY OF ST. CHARLES,  
a municipal corporation

By: \_\_\_\_\_  
Name: Rayomd Rogina  
Title: Mayor

Attest: \_\_\_\_\_  
Name: Nancy Garrison  
Title: City Clerk

**Grantor:** NORTH RANDALL ROAD PARTNERS, LLC,  
an Illinois limited liability company

By:   
Name: Gerard J. Keating  
Title: Member

CONSENT OF MORTGAGEE

WEST SUBURBAN BANK, an Illinois banking corporation, does hereby consent to and approve of the within described Utility Easement and subordinates the following thereto: Mortgage dated January 10, 2012, and recorded January 27, 2012, as Document No. 2012K005557, made by North Randall Road Partners, LLC, an Illinois limited liability company, to secure a note for \$4,062,500.00.

Signed this 24<sup>th</sup> day of March, 2016.

ATTEST: [Signature]  
Name: Brian Mickey

WEST SUBURBAN BANK  
By: [Signature]  
Its: Vice President

STATE OF ILLINOIS )  
 )SS.:  
COUNTY OF DuPage )

I, the undersigned, a Notary Public within and for said county certify that Michael F. Moone and Brian Mickey, the Vice President and Vice President, respectively, of WEST SUBURBAN BANK, who are personally known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their own free and voluntary act and as the free and voluntary act of that company, for the uses and purposes set forth.

GIVEN under my hand and notarial seal on March 24, 2016.



[Signature]  
Notary Public  
My Commission expires:

[SEAL]

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF KANE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that GERARD J. KEATING, personally known to me to be a member of NORTH RANDALL ROAD PARTNERS, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such member of said company, being duly authorized, signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 18<sup>th</sup> day of FEBRUARY, 2016.



  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF                )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond Rogina, personally known to me to be the Mayor of the City of St. Charles, a municipal corporation and Nancy Garrison, personally known to me to be the City Clerk of the City of St. Charles, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk of said corporation they caused their signatures to be affixed thereto, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of St. Charles as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**  
**DESCRIPTION/DEPICTION OF EASEMENT AREA**

DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF DOCUMENT NUMBER 880278 EXTENDED NORTHERLY, A DISTANCE OF 1451.78 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, 207.63 FEET TO THE NORTHWEST CORNER OF THE HEREON DESCRIBED LEASE AREA; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 40 MINUTES 30 SECONDS EAST, 123.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAIL ROAD; THENCE SOUTH 89 DEGREES 03 MINUTES 56 SECONDS ALONG SAID SOUTHERLY LINE, 265.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF DEAN STREET; THENCE SOUTH 66 DEGREES 05 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 21.42 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 41 SECONDS WEST, 1.65 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 36 SECONDS WEST, 280.85 FEET; THENCE SOUTH 44 DEGREES 40 MINUTES 30 SECONDS WEST, 108.82 FEET TO A POINT ON THE NORTH LINE OF SAID LEASE AREA; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS WEST ALONG SAID NORTH LINE, 14.06 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 3914.20 SQUARE FEET, ALL IN KANE COUNTY, ILLINOIS.

PART OF PIN 09-28-351-021

*[Depiction on Following Page]*





## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award the Bid for Legacy Substation Control Building

Presenter: Tom Bruhl

*Please check appropriate box:*

	Government Operations	X	Government Services 04.25.16
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$115,138	Budgeted:	YES	X	NO	
-----------------	-----------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

Critical communication and control equipment at the electric substations are housed in small buildings. For the Legacy Substation, a prefabricated building was designed to meet the needs of the substation. The Purchasing Division advertised for bids. Five vendors showed interest in the project, and two qualified bids were received. Engineering evaluated all the unit costs provided with the bids and found all items were reasonably priced. Modular Connections met all bid requirements and specifications.

**Attachments:** *(please list)*

Bid Tabulation

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to Award the Bid for Legacy Substation Control Building to Modular Connections LLC, in the amount of \$115,138.

*For office use only:*

*Agenda Item Number: 4.j*

Substation Control Enclosure Providers

<p><b>Trachte, LLC</b>                  422 N. Burr Oak Avenue                  Oregon, WI 53575  <a href="tel:608-835-5707">Phone 608-835-5707</a>                  Fax 608-835-3920                  sales@TrachteUSA.com  <a href="mailto:Bmiller@TrachteUSA.com">Bmiller@TrachteUSA.com</a></p>	<p>Illia Ayers  <b>Modular Connections, LLC</b>                  1090 Industrial Blvd                  Bessemer, AL 35022, USA                  Phone: 205-980-4565 Ext 305                  Mobile: 205-585-1785                  Fax: 877-903-6335                  sales@ModularConnections.com</p>	<p><b>JoaQuin Manufacturing Corp.</b>                  6900 Elm Dr.                  Commerce City, CO 80022-1844                  Toll-Free: 800.783.7060                  Phone: 303.286.7060                  Fax: 303.286.7067  <a href="mailto:sales@joaquinmc.com">sales@joaquinmc.com</a></p>	<p>Erik Hanssen  <b>powerCORE®</b>  <b>A Star Electric Company</b>                  200 Seegers Avenue; PO BOX 145                  Elk Grove Village, Illinois 60007                  847.439.4122                  erik@astareg.com</p>	<p>Tom Lubniewski  <b>T &amp; D products</b>                  4200 Cantear Drive, Suite 216                  Warrenville, IL 60555                  PH: 630.791.9260                  F: 630.791.9263  <a href="mailto:tlubniewski@tdproducts.com">tlubniewski@tdproducts.com</a></p>
<p>Talked with Bob Miller. He told me that for a 14'X22' building we would need 13'10"X21'10" foundation. Their buildign is ribbbed steel panels. Insulated 10ft floor to ceiling. Horizontal anchors. Approx cost: \$130,000 Ground and graound pads. Fire retard system. AC/DC panels. Sent me the foundation drawing.</p>	<p>Talked with Jon Greyson. He sent me preliminary estimate. And foundation drawings. Excellent info.</p>	<p>Talked with Mark Vargas, but received informaiton from Duane Hermanson. He sent me a sample foundation and a control building flyer. I was told that his foundation can be the exact same as the building or a ft bigger on each side then the building, but he really likes 6 cassons becasue that makes bringing the conduits up into the building easy. If cassons are used there is one at 0' one at 11' and one at 22'</p>	<p>Talked with Erik at length. SEL does provide the drop in control buildings, but he is not sure that they would be compatible as their strength is in the relays and wiring. Erik did not have foudation details, but he did give me the approximate weigth of the building.</p>	<p>Talked with Tom. He does represent a company that makes these houses, but not in concrete. I asked him if he would read my rough draft of my specification and he said, no problem. I told him we are not stuck on concrete, we just think it looks better. And he should quote me a house that is comparable and take exampntion to the concrete.</p>
<p>\$225,539</p>	<p>\$115,138</p>	<p>Asked several questions after the bid requests were out, but did not send in a bid.</p>	<p>No bid - they would have to take to many exemptions. Per email on March 7th.</p>	<p>No bid - they would have to take to many exemptions. Per email on March 7th.</p>



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Construction Contract for the South Tyler Road Reconstruction and Resurfacing Project
--------	---

Presenter:	Karen Young
------------	-------------

*Please check appropriate box:*

Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
-----------------------	-------------------------------------	------------------------------

Estimated Cost:	\$1,068,060.78	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> x	<input type="checkbox"/> NO
-----------------	----------------	-----------	------------------------------	---------------------------------------	-----------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

On April 8, 2016, sealed bids for the South Tyler Road Reconstruction and Resurfacing Project were publicly opened and read aloud. The City received a total of seven (7) qualified bids for this project and the results of the bid opening are as follows:

**Bid Results:**

<b><i>Engineer's Estimate</i></b>	<b><i>\$1,404,979.00</i></b>
Geneva Construction Co.	\$1,068,060.78
Alliance Contractors, Inc.	\$1,130,517.55
A-Lamp Concrete Contractors, Inc.	\$1,149,873.38
R.W. Dunteman Company	\$1,207,000.00
Schroeder Asphalt Services, Inc.	\$1,234,382.08
Builders Paving, LLD	\$1,279,544.08
Plote Construction, Inc.	\$1,283,688.58

The scope of work includes roadway reconstruction (S. Tyler Road from Tyler Road to Cambridge Drive), resurfacing (S. Tyler Road from Cambridge Drive to Division Street), sidewalk repairs, curb/gutter repairs, utility repairs and restoration. The plans and specifications were prepared by H.R Green. Geneva Construction has performed work for the City of St. Charles and is capable of performing this work. Construction is anticipated to begin after May 31<sup>st</sup>, with substantial completion by the end of August with restoration and punch list work by mid-September. A detour route will be in place for the reconstruction work and notifications will be provided to the residents along with appropriate press release to the community.

**Attachments:** *(please list)*

None.

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to Approve Construction Contract with Geneva Construction Company for the South Tyler Road Reconstruction and Resurfacing Project in the amount of \$1,068,060.78.

<i>For office use only:</i>	<i>Agenda Item Number: 4.k</i>
-----------------------------	--------------------------------



**AGENDA ITEM EXECUTIVE SUMMARY**

Title:	Recommendation to Approve Construction Engineering Services Agreement for the South Tyler Road Reconstruction and Resurfacing Project
Presenter:	Karen Young

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	\$122,114.53	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/>
-----------------	--------------	-----------	------------------------------	---------------------------------------	-----------------------------	--------------------------

**Executive Summary:**

The South Tyler Road Reconstruction and Resurfacing includes consultant services for Construction Engineering due to the scope of work in the residential area and the number of other construction projects taking place this summer. Staff has worked with HR Green on several projects, including the design stage for this project. The team proposed includes the same project manager as the design phase.

HR Green’s team has extensive knowledge of Illinois Department of Transportation specifications and similar projects in residential subdivisions. The scope of work, number of hours and hourly rates are consistent with similar previous projects and meet our project timeline.

The construction engineering services are a lump sum fixed fee not to exceed \$122,114.53.

**Attachments:** *(please list)*

None

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve Construction Engineering Services Agreement in the amount of \$122,114.53 with HR Green for the South Tyler Road Reconstruction and Resurfacing Project.

<i>For office use only:</i>	<i>Agenda Item Number: 4.1</i>
-----------------------------	--------------------------------

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>																											
	Title:	Recommendation to Approve Construction Contract for the Illinois Bridge Repair Project																										
	Presenter:	Karen Young																										
<i>Please check appropriate box:</i>																												
	Government Operations		X	Government Services 04.25.16																								
Estimated Cost:	\$588,232.45	Budgeted:	YES	x	NO																							
If NO, please explain how item will be funded:																												
<b>Executive Summary:</b>																												
<p>On April 8, 2016, sealed bids for the Illinois Bridge Repair Project were publicly opened and read aloud. The City received a total of ten (10) qualified bids for this project and the results of the bid opening are as follows:</p> <p><b><u>Bid Results:</u></b></p> <table> <tr> <td><b><i>Engineer's Estimate</i></b></td> <td style="text-align: right;"><b><i>\$423,000.00</i></b></td> </tr> <tr> <td>Herlihy Mid- Continent Co.</td> <td style="text-align: right;">\$588,232.45</td> </tr> <tr> <td>Path Construction Company</td> <td style="text-align: right;">\$665,800.00</td> </tr> <tr> <td>Lorig Construction</td> <td style="text-align: right;">\$711,949.35</td> </tr> <tr> <td>Alliance Contractors, Inc.</td> <td style="text-align: right;">\$718,378.04</td> </tr> <tr> <td>Dunnet Bay Construction</td> <td style="text-align: right;">\$747,569.03</td> </tr> <tr> <td>Areatha Construction Co., Inc.</td> <td style="text-align: right;">\$769,646.55</td> </tr> <tr> <td>Illinois Constructors Co.</td> <td style="text-align: right;">\$785,000.00</td> </tr> <tr> <td>MYS, Incorporated</td> <td style="text-align: right;">\$888,031.65</td> </tr> <tr> <td>Chicago Structures, LLC</td> <td style="text-align: right;">\$905,520.70</td> </tr> <tr> <td>Rausch Infrastructure, LLC</td> <td style="text-align: right;">\$945,480.50</td> </tr> </table> <p>Staff and our consultant reviewed the bids and given the complexity and uniqueness of the project we are making the recommendation to award the project as shown. Appropriate funds are available in the budget to cover the additional costs, due to other projects coming in under budget. The scope of the repair work includes: joint reconstruction, concrete repairs, sidewalk and curb repairs, approach pavement reconstruction, etc. The project is anticipated to start in early June with a final completion in early September. Staff is working to provide appropriate notifications and press release for this project.</p>							<b><i>Engineer's Estimate</i></b>	<b><i>\$423,000.00</i></b>	Herlihy Mid- Continent Co.	\$588,232.45	Path Construction Company	\$665,800.00	Lorig Construction	\$711,949.35	Alliance Contractors, Inc.	\$718,378.04	Dunnet Bay Construction	\$747,569.03	Areatha Construction Co., Inc.	\$769,646.55	Illinois Constructors Co.	\$785,000.00	MYS, Incorporated	\$888,031.65	Chicago Structures, LLC	\$905,520.70	Rausch Infrastructure, LLC	\$945,480.50
<b><i>Engineer's Estimate</i></b>	<b><i>\$423,000.00</i></b>																											
Herlihy Mid- Continent Co.	\$588,232.45																											
Path Construction Company	\$665,800.00																											
Lorig Construction	\$711,949.35																											
Alliance Contractors, Inc.	\$718,378.04																											
Dunnet Bay Construction	\$747,569.03																											
Areatha Construction Co., Inc.	\$769,646.55																											
Illinois Constructors Co.	\$785,000.00																											
MYS, Incorporated	\$888,031.65																											
Chicago Structures, LLC	\$905,520.70																											
Rausch Infrastructure, LLC	\$945,480.50																											
<b>Attachments:</b> <i>(please list)</i>																												
None.																												
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>																												
Recommendation to Approve Construction Contract with Herlihy Mid-Continent Company for the Illinois Bridge Repair Project in the amount of \$588,232.45.																												
<i>For office use only:</i>		<i>Agenda Item Number: 4.m</i>																										



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Construction Engineering Services Agreement for the Illinois Bridge Repair Project
--------	--

Presenter:	Karen Young
------------	-------------

*Please check appropriate box:*

	Government Operations	X	Government Services 04.25.2016
	Planning & Development		City Council

Estimated Cost:	\$72,017.00	Budgeted:	YES	X	NO	
-----------------	-------------	-----------	-----	---	----	--

**Executive Summary:**

The Illinois Bridge Repair Project includes consultant services for Construction Engineering due to the scope of work and the number of other construction projects taking place this summer. Staff has worked with Wills Burke Kelsey Associates (WBK) on a number of construction projects, including the Tyler Road, Peck Road and Red Gate Road Resurfacing Projects.

WBK has extensive knowledge of the City’s bridges, since they perform our bridge inspections and designed the plans for the Illinois Bridge Repair Project. In addition, WBK’s team has extensive knowledge of both the IDOT bridge requirements and includes a former IDOT employee who ran construction projects for IDOT. Staff negotiated a fee for this work in the amount of \$65,927.00 for a lump sum fixed fee not to exceed contract. The scope of work, number of hours and hourly rates are in line with previous similar projects and our project timeline.

**Attachments:** *(please list)*

None

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve Construction Engineering Services Agreement in the amount of \$72,017.00 with WBK Engineering, LLC for the Illinois Bridge Repair Project.

<i>For office use only:</i>	<i>Agenda Item Number: 4.n</i>
-----------------------------	--------------------------------



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to Waive the Formal Bid Procedure and Approve Purchase Order for the State Street Creek Project

Presenter: Karen Young

*Please check appropriate box:*

Government Operations	X	Government Services 04.25.2016
-----------------------	---	--------------------------------

Planning & Development		City Council
------------------------	--	--------------

Estimated Cost:	\$51,224.00	Budgeted:	YES	X	NO
-----------------	-------------	-----------	-----	---	----

**Executive Summary:**

The Public Works Department solicited proposals for the construction work associated with the State Street Creek Repair Project. The requests for proposals were sent to five (5) contractors who have experience with this type of work. The City received three (3) proposals for this work. Earthwerks Land Improvement and Development Corp. provided the lowest responsive, responsible proposal in the amount of \$51,224.00.

The State Street Creek repairs are emergency repairs necessary to protect City infrastructure and private property. The limits of the proposed work will take place on the State Street Creek between IL Route 31 and the Fox River, just south of the Salerno's property. This portion of the creek has experienced severe bank erosion, causing exposure of the City's Sanitary Siphon structure located on the north side of the creek. In order to prevent further bank deterioration and to protect the City's utilities we are proposing stabilizing the bank to handle the storm water runoff and appropriate restoration. Staff has worked with the Salerno's property owners to gain a secondary access point to the site for this work. We will be working with the contractor on the exact timing of this work and appropriate notifications will be sent out.

**Attachments:** *(please list)*

\*Bid Waiver \*Proposal Specifications \*Site Plans

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to Waive the Formal Bid Procedure and Approve Purchase Order for the State Street Creek Project with Earthwerks Land Improvement and Development Corp. in the amount of \$51,224.00.

<i>For office use only:</i>	<i>Agenda Item Number: 4.o</i>
-----------------------------	--------------------------------

**REQUEST FOR WAIVING BID PROCEDURE**

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

**Earthwerks Land Improvement and Development  
1240 Lyon Road  
Batavia, IL 60510**

For the purchase of: Streambank Stabilization & Restoration Work

At a cost not to exceed: \$51,224.00

Reason for the request to waive the bid procedure:

The Public Works Department solicited proposals for the construction work associated with the State Street Creek Repair Project. The requests for proposals were sent to five (5) contractors who have experience with this type of work. The City received three (3) proposals for this work. Earthwerks Land Improvement and Development Corp. provided the lowest responsive, responsible proposal.

(EXPLANATION OF WHY YOU ARE REQUESTING THE WAIVER.)

Other Quotations Received:

- V3 Companies - \$83,625.00
- C & H Excavating - \$101,500.00

Date: April 25, 2016

Requested by: \_\_\_\_\_

Department Director: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

**THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.**



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Consulting Engineering Services Agreement for the 7<sup>th</sup> Avenue Creek Project

Presenter: Karen Young

*Please check appropriate box:*

	Government Operations	X	Government Services – 04.25.16		
Estimated Cost:	\$212,144	Budgeted:	YES	X	NO

**Executive Summary:**

HR Green completed the 7<sup>th</sup> Avenue Creek Project Concept Phase, which identified two distinct options to help mitigate impacts of flooding in this area. Staff identified the project steps in FY16/17 to include: Develop Master Plan, Project Cost & Phasing Plan, Watershed Plan, Funding Analysis & Public Outreach. Below are the first steps in the project, with the remaining steps to be approved in the future.

**Master Plan Development**– Development of single preferred overall master plan, which may include a hybrid of the concepts (Engineered & Greenway solution). Plan will be developed with consideration of the following: Public/City Council/Staff Input, FEMA proposed maps, elevation certificates, costs/funding, property availability, project costs and funding options. In addition to the development of the plan along the creek areas we will be evaluating alternative locations for potential development of flooding mitigation, which will be incorporated into the overall Master Plan if appropriate. Coordination with regulatory agencies will take place to ensure that the proposed master plan will meet with each agencies requirement for future construction. This portion of the project will include public outreach, website updates and public meetings.

**Project Phasing, Cost & Prioritization Plan** - The overall project will be broken down into a phasing plan, costs for each will be developed, Benefit/Cost Analysis will be performed and projects will be prioritized.

**Conditional Letter of Map Revision (CLOMR)** – The intent of the CLOMR is to obtain preliminary approval from FEMA of proposed improvements and anticipated change in the limits of the floodplain, if the improvements are completed as shown in the CLOMR. We are looking to get this approval prior to incurring construction costs, since the approval of a CLOMR ascertains that the maps will eventually be revised as proposed.

Staff negotiated a lump sum fixed fee not to exceed amount with HR Green for \$212,144.

**Attachments:** *(please list)*

None

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to Approve Consulting Engineering Services Agreement with HR Green for the 7<sup>th</sup> Avenue Creek Project in the amount of \$212,144.

*For office use only:*

*Agenda Item Number: 4.p*



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Presentation of Riverside Avenue Resurfacing Project – Information only

Presenter: Karen Young

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services – 04.25.16
Estimated Cost:		Budgeted:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO

**Executive Summary:**

Presentation regarding the resurfacing of Riverside Drive from Cedar Avenue to Illinois Avenue.

**Attachments:** *(please list)*

None

**Recommendation / Suggested Action** *(briefly explain):*

For information only.

*For office use only:*      *Agenda Item Number: 4.g*



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to Approve Ordinances Authorizing Changes in Rate Structure for the Electric, Water and Wastewater Utilities for the City of St. Charles

Presenter: Chris Minick, Finance Director

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	N/A	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
-----------------	-----	-----------	------------------------------	-----------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

In conjunction with the implementation of the FY 16-17 budget, Staff is seeking approval of the attached Ordinances to enact changes in the utility rate structure. These ordinances reflect the rates utilized in the preparation of the FY 16/17 budget presented to and approved by the City Council on April 4, 2016. The projections and amounts included in the budget presentation are predicated on the rate structure created by the Ordinances attached.

The changes to the rate structures proposed continue the City Council’s commitment to assure the long term financial viability and sustainability of the utilities in conjunction with the rate study passed in May of 2011.

If approved as proposed, these rate changes would be effective with bills sent in June.

**Attachments:** *(please list)*

\* Rate Ordinances for Electric, Water and Sewer

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve Ordinances authorizing changes in the rate structure for the Electric, Water and Wastewater Utilities for the City of St Charles.

*For office use only:*      *Agenda Item Number: 5.a*

**City of St. Charles, Illinois**  
**Ordinance No. 2016-M-\_\_\_\_\_**

**An Ordinance Amending Title 13 “Public Utilities” Chapter 13.08  
"Electricity" of the St. Charles Municipal Code**

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

1. That Title 13 “Public Utilities”, Chapter 13.08 "Electricity," Section 13.08.230 "Rate 1 – Residential – Rates, Charges and Service Requirements." Subsection B, Paragraph 1 and 2, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.230 Rate 1 - Residential - Rates, Charges and Service Requirements.**

**B. Charges for this rate shall be as follows:**

- 1. Monthly Customer Charge. The net monthly customer charge shall be seventeen dollars and fifty cents (\$17.50) per meter.**
- 2. Energy Charge. The net energy charge shall be as follows:**

**Summer Months**

**\$0.1150 per kilowatt-hour for monthly usage up to 1,200 kilowatt-hours**

**\$0.1300 per kilowatt-hour for monthly usage over 1,200 kilowatt-hours**

**Non-summer Months**

**\$0.1150 per kilowatt-hour for all kilowatt-hours**

**For purposes hereof, the “summer months” are defined as the electric usage that is billed to the user starting in the month of June and the next four succeeding months.**

3. That Chapter 13.08 "Electricity," Section 13.08.240 "Rate 3 – Small General Service – Rates, Charges, and Service Requirements." Subsection B, Paragraph 1 and 2, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.240 Rate 3 – Small General Service – Rates, Charges, and Service Requirements.**

**B. Charges for this rate shall be as follows:**

**1. Monthly Customer Charge. The net monthly customer charge shall be fifty-seven dollars and fifty cents (\$57.50) per meter.**

**2. Energy Charge. Then net energy charge shall be as follows:**

**\$0.0935 per kilowatt-hour for all kilowatt-hours**

4. That Chapter 13.08 "Electricity," Section 13.08.260 "Rate 5 – General service – Rates, Charges, and Service Requirements," Subsection B, Paragraph 1, 3, and 4, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.260 Rate 5 - General Service - Rates, Charges, and Service Requirements.**

**B. Charges for this rate shall be as follows:**

**1. Monthly Customer Charge. The net monthly customer charge shall be seventy dollars (\$70.00) per meter.**

**3. Demand Charge. The net demand charge shall be as follows:**

**\$19.55 per kilowatt**

**4. Energy Charge. The energy charge shall be as follows:**

**\$0.0600 per kilowatt-hour for all kilowatt-hours**

5. That Chapter 13.08 "Electricity," Section 13.08.265 "Rate 6 – Governmental Outdoor Lighting – Rates, Charges, and Service Requirements," Subsection B, Paragraph 1, and 3, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.265 Rate 6 – Governmental Outdoor Sports Lighting - Rates, Charges, and Service Requirements.**

**B. Charges for this rate shall be as follows:**

**1. Monthly Customer Charge. The net monthly customer charge shall be ninety-five dollars (\$95.00) per meter.**

**3. Energy Charge. The energy charge shall be as follows:**

**\$0.1750 per kilowatt-hour for all kilowatt-hours**

6. That Chapter 13.08 "Electricity," Section 13.08.275 "Rate 7 – Large General Service – Rates," Subsection B, Paragraph 1, 3, and 4, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.275 Rate 7 - Large General Service - Rates, Charges and Service Requirements.**

**B. Charges for this rate shall be as follows:**

- 1. Monthly Customer Charge. The net monthly customer charge shall be two hundred seventy-five dollars (\$275.00) per meter.**
  
- 3. Demand Charge. The net demand charge shall be as follows:  
\$19.55 per kilowatt**
  
- 4. Energy Charge. The net energy charge shall be as follows:  
\$0.0600 per kilowatt-hour On-Peak  
\$0.0500 per kilowatt-hour Off-Peak**

7. That Chapter 13.08 "Electricity," Section 13.08.290 "Rate 8 – Municipal Owned Street Lighting and Traffic Signals – Rates," Subsection B, Paragraph 1 of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.290 Rate 8 – Municipal Owned Street Lighting and Traffic Signals**

**B. Charges for this rate shall be as follows:**

- 1. Energy Charge.  
\$0.0760 per kilowatt-hour for all kilowatt-hours**

8. That Chapter 13.08 "Electricity," Section 13.08.292 "Rate 9 – Primary Metered Large General Service – Rates, Charges and Service Requirements. Subsection B, Paragraph 1, 3, and 4, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.292 Rate 9 – Primary Metered Large General Service – Rates, Charges and Service Requirements**

**B. Charges for this rate shall be as follows:**

- 1. Monthly Customer Charge. The net monthly customer charge shall be two hundred seventy-five dollars (\$275.00) per meter.**
  
- 3. Demand Charge. The net demand charge shall be as follows:  
\$19.35 per kilowatt**
  
- 4. Energy Charge. The net energy charge shall be as follows:  
\$0.0594 per kilowatt-hour On-Peak  
\$0.0495 per kilowatt-hour Off-Peak**

9. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing subsequent to June 1, 2016.

10. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2<sup>nd</sup> day of May, 2016.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2<sup>nd</sup> day of May, 2016.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2<sup>nd</sup> day of May, 2016.

---

Raymond P. Rogina, Mayor

ATTEST:

---

Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED AS TO FORM:

---

City Attorney

DATE: \_\_\_\_\_

**City of St. Charles, Illinois**  
**Ordinance No. 2016-M-\_\_\_\_\_**

**An Ordinance Authorizing Amendment of Title 13 “Public Utilities”, Chapter 13.16, “Water”, Section 13.16.190 “Net Charges for Property with Buildings Connected to System” of the St. Charles Municipal Code**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. That Title 13 “Public Utilities”, Chapter 13.16 “Water”, Section 13.16.190 “Net Charges for Property with Buildings Connected to System”, of the St. Charles Municipal Code, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

**“13.16.190 Net Charges for Property with Buildings Connected to System**

**All property upon which any building has been or may be hereafter erected having a connection with the water system shall pay the following charges:**

**A. Customer Charge. The following customer charge is for all general service water customers:**

**Customer Charge**

<u>Meter Size</u>	<u>Per Month</u>
3/4” and under	\$ 8.02
1”	\$ 10.34
1-1/4”	\$ 12.56
1-1/2”	\$ 14.46
2”	\$ 19.53
3”	\$ 31.03
4”	\$ 47.35
7-1/2”	\$ 127.66

**B. Water Charge. The following water rates apply to all customers:**

**Base Water Rate – Three dollars and six cents (\$3.37) per 1000 gallons.**

**\*Excess Seasonal Water Rate – Five dollars and sixty nine cents (\$5.69) per 1000 gallons.**

**\*Excess Seasonal Water Rate applies to water use that is billed to the customer starting in the month of June and the next four succeeding months.**

**The excess seasonal water rate applies to water used during the above period which is greater than 130 percent of the monthly average of water used during the winter quarter and which is greater than 6,500 gallons per month usage. All other water is billed at the base rate. New customers who have no history of water consumption during the winter quarter will be billed on the basis of actual consumption at the base rate until a winter average is determined.**

Section 2. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing period subsequent to June 1, 2016.

Section 3. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2<sup>nd</sup> day of May, 2016.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2<sup>nd</sup> day of May, 2016.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2<sup>nd</sup> day of May, 2016.

---

Raymond P. Rogina, Mayor

ATTEST:

---

Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**City of St. Charles, Illinois**  
**Ordinance No. 2016-M-\_\_\_\_\_**

**An Ordinance Authorizing Amendment of Title 13 “Public Utilities”,  
Chapter 13.12, “Sewers”, Section 13.12.830 “Charges for Residential  
Users”, Section 13.12.840 “User Charges for Metered Water  
Consumption and Nonresidential Use” of the St. Charles Municipal  
Code Of the St. Charles Municipal Code**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST.  
CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. That Title 13 “Public Utilities”, Section 13.12.830 “Charges for Residential Users”, Subsection A, Section 13.12.840 “User Charges for Metered Water Consumption and Nonresidential Use”, Subsection A, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

**“13.12.830 Charges for Residential Users**

**A. The residential sewer user charge shall be as follows:**

- 1. The following rate shall be charged for sewer service to all residential users of City sewers based upon metered water consumption: sixteen dollars and eighty-seven cents (\$16.87) demand charge per month plus five dollars and twenty-seven cents (\$5.27) per one thousand gallons of water used with a maximum sewer charge not to exceed 130% of a residential user’s winter quarter water usage average. The residential user’s “winter quarter” water usage shall be defined as the water that is billed to the user in the months of January, February, and March. When the 130% calculation produces a fractional result, the customer maximum will be raised to the next whole number.**
2. Residential users in a building with more than one dwelling unit and with each unit having a sewer connection but no city water meter shall be charged the existing residential sewer demand charge per month. Sewer usage charge shall be billed to the customer billed for the water service and shall be based on the water used at the existing residential sewer rate per one thousand gallons.
3. Residential users in a building with only one dwelling unit with sewer connection but no city water purchases shall be charged for eight thousand gallons of usage at the existing residential rate per one thousand gallons plus the existing demand charge per month.
4. For new or recently constructed residential buildings or other customers which have a water meter and incomplete history of water consumption during a winter quarter, the existing residential rate per

thousand gallons plus the existing demand charge per month shall be applied to their metered water consumption until the completion of a winter quarter.

5. **A fee is hereby imposed upon all residential users of City sewers for the purpose of funding various projects required to comply with mandatory standards promulgated by the United States and the Illinois Environmental Protection Agencies. This fee, termed “EPA Mandate Fee”, will be set at a flat rate of forty-five cents (\$0.45) per month.”**

#### **“13.12.840 User Charges for Metered Water Consumption and Nonresidential Use**

##### **A. The non-residential sewer user charge shall be as follows:**

1. **The following rate shall be charged for sewer service to all non-residential users of City sewers based upon metered water consumption: sixteen dollars and eighty-seven cents (\$16.87) demand charge per month plus five dollars and twenty-seven dollars and seventy nine cents (\$5.27) per one thousand gallons of water used.**
2. **The following rate shall be charged for sewer service to all non-residential users of City sewers where water consumption does not reflect the actual quantity of wastewater tributary to the wastewater treatment works: sixteen dollars and eighty-seven cents (\$16.87) demand charge per month plus five dollars and twenty-seven dollars and seventy nine cents (\$5.27) per one thousand gallons of wastewater actually discharged into the sewer system.**
3. Non-residential users in a building with more than one non-residential unit and with each unit having a sewer connection but no city water meter shall be charged the existing non-residential sewer demand charge per month. Sewer usage charge shall be billed to the customer billed for the water service and shall be based on the water used at the existing non-residential sewer rate per one thousand gallons.
4. Non-residential users in a building with no water purchases and a sewer connection without flow measurement equipment shall be charged the existing non-residential sewer demand charge per month, plus a user charge equivalent to six thousand gallons of usage at the existing non-residential sewer use rate per one thousand gallons. Non-residential users may be required to install flow measurement equipment pursuant to the conditions set forth in Section 13.12.940B.

**5. A fee is hereby imposed upon all non-residential users of City sewers for the purpose of funding various projects required to comply with mandatory standards promulgated by the United States and the Illinois Environmental Protection Agencies. This fee, termed "EPA Mandate Fee", will be set at a flat rate of forty-five cents (\$0.45) per month."**

Section 3. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing subsequent to June 1, 2016.

Section 4. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2<sup>nd</sup> day of May, 2016.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2<sup>nd</sup> day of May, 2016.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 2<sup>nd</sup> day of May, 2016.

\_\_\_\_\_  
Raymond P. Rogina, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Ordinance No. \_\_\_\_\_

Page 4

DATE: \_\_\_\_\_



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Street Closure, Class E2 Liquor License, and Use of Amplification Equipment for the Heritage Center “Best of St. Charles Foodie Fest and Family Fun Day”
Presenter:	Chief Keegan

*Please check appropriate box:*

	Government Operations	X	Government Services 04.25.16
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	<b>\$1,387.95 (PW)</b>	Budgeted:	YES	X	NO	
-----------------	------------------------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

This application was received on March 1<sup>st</sup> and the special event committee met with the event organizers on March 15<sup>th</sup>.

This is the sixth annual event for this organization. The “Best of St. Charles Foodie Fest and Family Fun Day” will once again be facilitated by the St. Charles History Museum/Heritage Center, 215 E. Main Street; however event coordinators are requesting the event be moved from the Center to the top level of the Walnut Avenue Parking Deck (Municipal Lot “S”) rather than on the street (S. 3<sup>rd</sup> Ave). They are also recommending a few new ideas for this year’s event, to include a two-day event and changing the food to local food vendors instead of a pig roast. The fundraiser will be held as it has been in the past on Saturday, July 30<sup>th</sup>; from 5:00 p.m. to 9:00 p.m. Alcohol service has been requested for that event.

The Family Fun Day is proposed for Sunday, July 31<sup>st</sup> from 11:00 a.m. – 4:00 p.m. No alcohol will be served at that event.

The Office Dining & Spirits has submitted an E2 Liquor License for approval and will be responsible for the liquor (beer and wine) portion of this event. They sponsored this event in the past, as well. All servers will be Basset certified in time for the May 2<sup>nd</sup> City Council meeting. The entire area will be fenced off with volunteers working the two entrances. Liquor sales will start at 5:00 p.m. and end at 8:30 p.m.

An amplification permit has been requested for music and public speaking. This has been requested for the top level of the Walnut Avenue Parking Deck.

Following is the estimated total cost for the city in which event coordinators are responsible for reimbursing in full: **Public Works: \$1,387.95**. Due to the fact there were no incidents last year and the low volume of attendees (200 – 250), the Police Department does not need to post any extra duty officers for this event.

**Attachments:** *(please list)*

Map of event layout

**Recommendation / Suggested Action** *(briefly explain):*

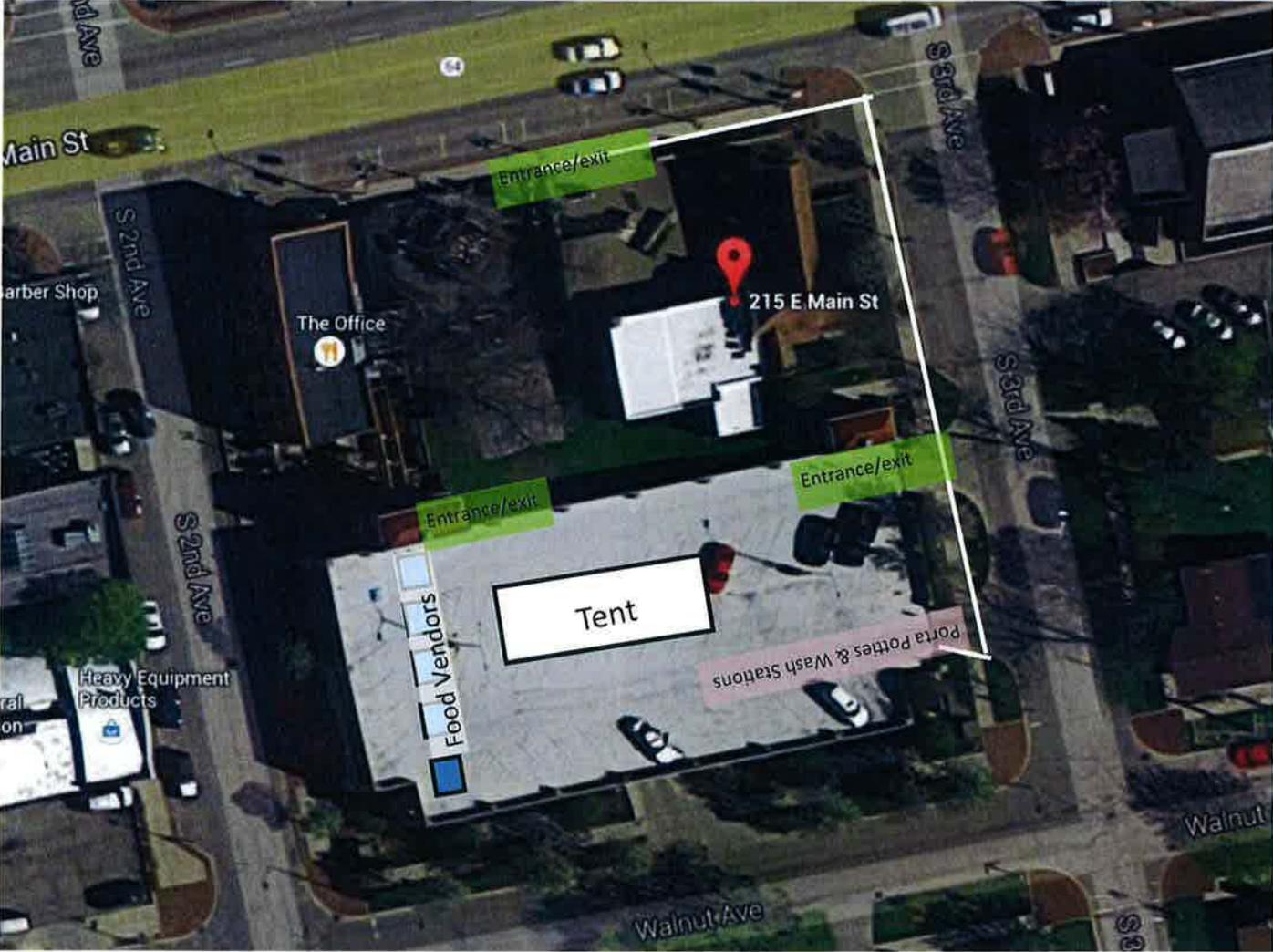
Recommendation to approve parking lot closure, Class E2 Liquor License, and use of amplification equipment for the Heritage Center Foodie Fest.

<i>For office use only:</i>	<i>Agenda Item Number: 6.a</i>
-----------------------------	--------------------------------

# Family Fun Day



# Best of St. Charles Foodie Fest





## AGENDA ITEM EXECUTIVE SUMMARY

**Title:** Recommendation to Approve Street Closure for Baker Memorial Church Car Washes to be held on May 21, 2016 and June 11, 2016

**Presenter:** Chief Keegan

*Please check appropriate box:*

	Government Operations	X	Government Services 4.25.16
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$N/A	Budgeted:	YES		NO	
-----------------	-------	-----------	-----	--	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

This application was submitted on March 21<sup>st</sup> and the special events committee met with the event organizer on March 24<sup>th</sup> to discuss the event.

The Baker Memorial United Methodist Church is requesting to hold a car wash on two separate dates in order to fund a mission trip. The dates requested are:

- Saturday, May 21, 2016
- Saturday, June 11, 2016

The carwashes are to be held from 9:00 a.m. – 12:00 p.m.

Vehicles will be directed to enter the car wash area from the north at Cedar Avenue and N. 4<sup>th</sup> Avenue. Vehicles exiting the car wash area will be prohibited from turning left (east) on to E. Main Street.

The event organizers have requested to close N. 4<sup>th</sup> Avenue between E. Main Street and Cedar Avenue. This is the same closure which is used each Friday for the Farmer’s Market.

**Attachments:** *(please list)*

See attached map/diagram

**Recommendation / Suggested Action** *(briefly explain):*

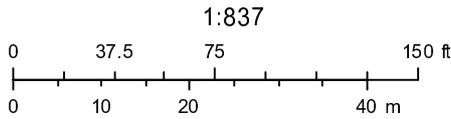
Recommendation to approve closure of N. 4<sup>th</sup> Avenue for Baker Memorial car washes on May 21 and June 11, 2016.

<i>For office use only:</i>	<i>Agenda Item Number: 6.b</i>
-----------------------------	--------------------------------

# Site Plan



February 23, 2016



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.



## AGENDA ITEM EXECUTIVE SUMMARY

**Title:** Recommendation to Approve use of Amplification Equipment for the 2016 Bob Leonard 5K and 1K Family Color Fun Run/Walk

**Presenter:** Chief Keegan and Mark Koenen

*Please check appropriate box:*

	Government Operations	X	Government Services 04.25.16
	Planning & Development		City Council
	Public Hearing		

<b>Estimated Cost:</b>	PD:\$137.50 PW:\$531.78 <b>Total: \$669.28</b>  <b>Joint Sponsorship request \$1250.</b>	<b>Budgeted:</b>	YES		NO	
------------------------	--	------------------	-----	--	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

This special event application was received on March 15<sup>th</sup> and the special events committee met with the event organizers on March 24<sup>th</sup> to discuss the event. The 2016 Bob Leonard 5K and 1K Family Color Fun Run/Walk is proposed to take place on Sunday, July 31, 2016. The 5K commences at 7:30 a.m. and the Color Run at 9 a.m. This event did not take place in 2015; however, it did occur for eight years prior to that and is a very well-known and established event in the community. A few changes have been proposed for this year. The start and finish will both take place in Pottawatomie Park for the 5K. A police officer on bicycle patrol will follow along with the runners of this event for the duration of the route. The Color Run is a new addition this year and will take place within the park. The event sponsor will be sending out an informational letter, as in past years, to residents of the Timbers and Wild Rose subdivisions, as well as other residents and businesses affected by this route, informing them of this event. Consideration will also be given to residents in the area while amplification is in use; the equipment will be utilized for announcements and a DJ.

As in prior years the City and Park District have shared a joint sponsorship (\$2500) for this event. The District has approved their participation (\$1250). The City (\$1250) has yet to do this.

**Attachments:** *(please list)*

Diagrams (2) and Packet of information

**Recommendation / Suggested Action** *(briefly explain):*

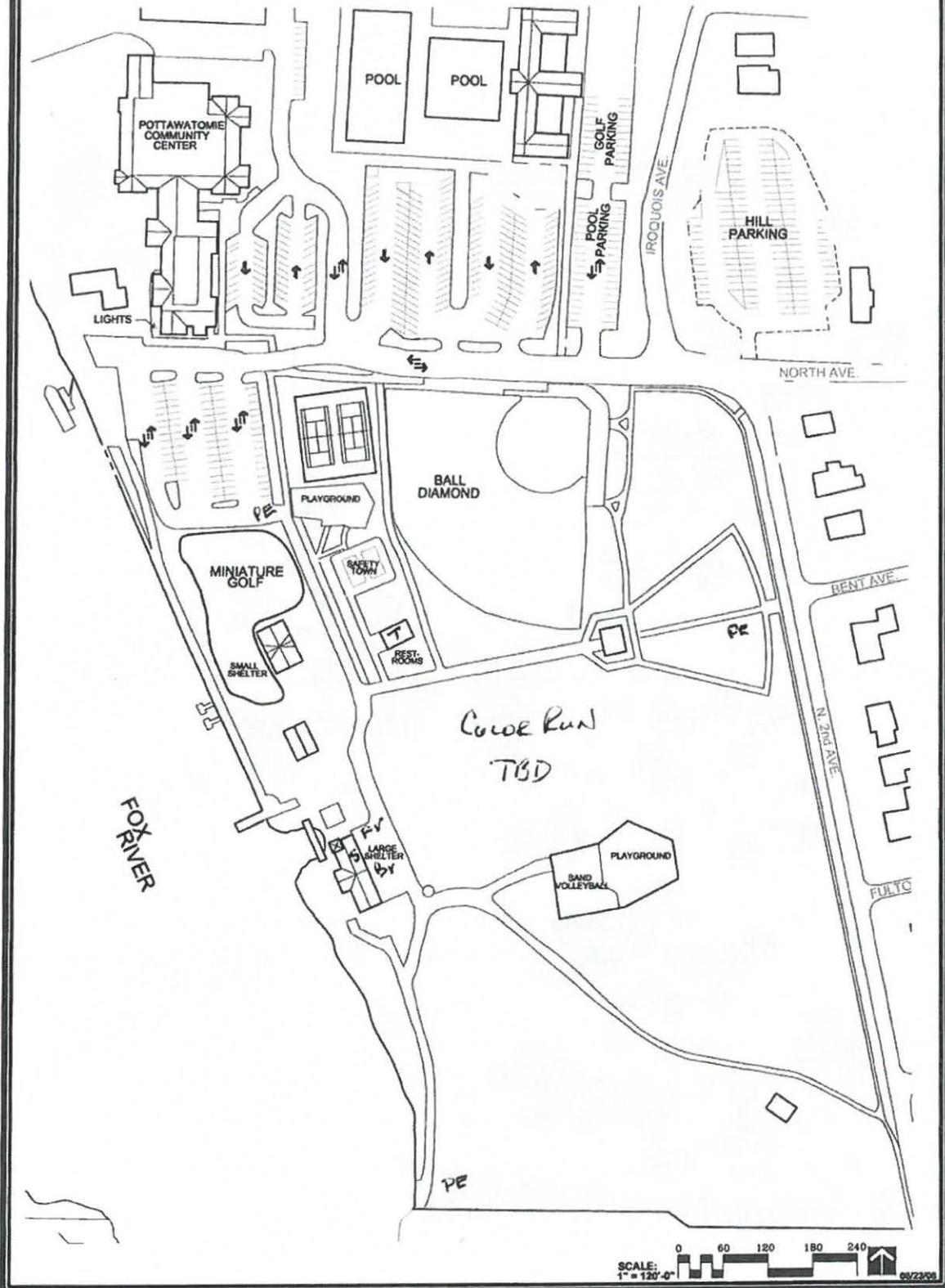
Recommendation to approve use of amplification equipment for the 2016 Bob Leonard 5K and 1K Family Color Fun Run/Walk. Approve \$1250 for joint sponsorship with the Park District.

*For office use only:*

*Agenda Item Number: 6.c*



EVENTS MAP FOR:  
**POTTAWATOMIE PARK**  
ST. CHARLES, ILLINOIS

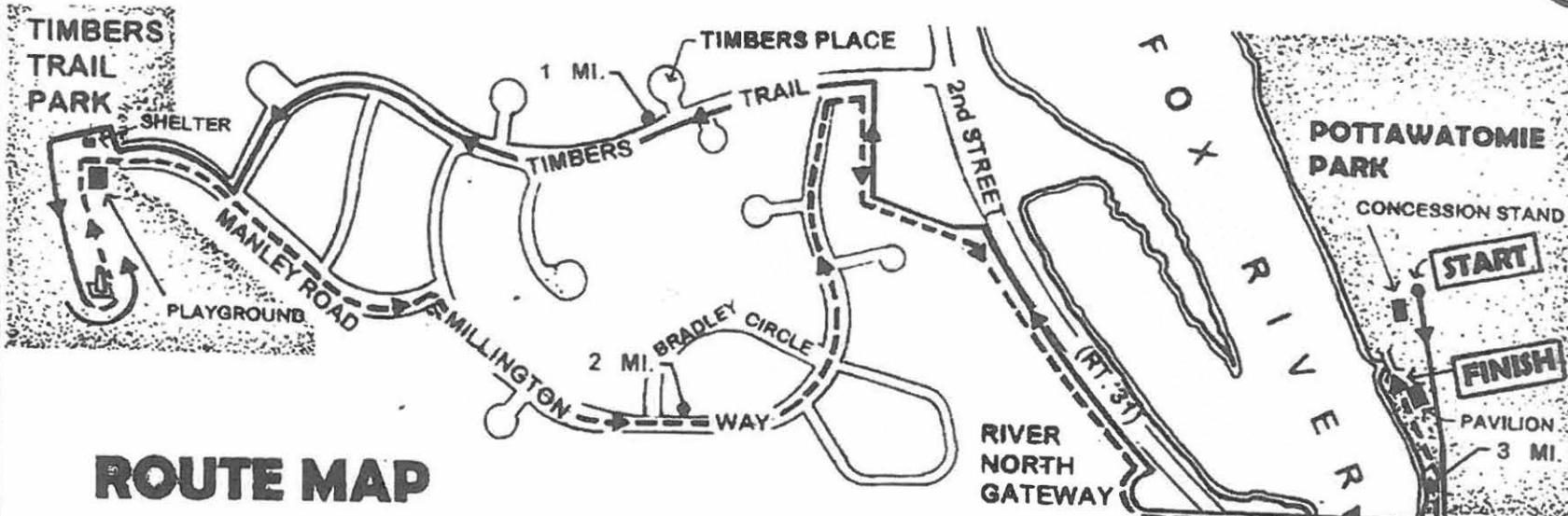


1K FAMILY Cocor Run  
(within Pottawatomie Park)  
TBD

# BOB LEONARD

## 5K RUN

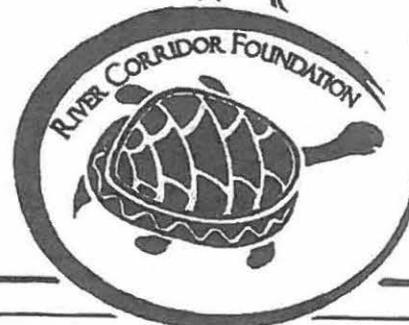
POTTAWATOMIE PARK IN ST. CHARLES, ILLINOIS



### ROUTE MAP



*Bob Leonard 5K Run & Walk-A-Thon*  
*St. Charles, IL ≈ August 1, 2012*



M. Dixon



3 / 24 / 2016

Mark Koenen  
City Administrator  
St.Charles, IL. 60174

Mark,

The River Corridor Foundation and the St.Charles Noon Kiwanis Club are collaborating on the 2016 Bob Leonard 5K River Run and the 1K Family Color Run on July 31, 2016. The 5K will start and finish in Pottawatomie Park and will follow the same certified, timed route that we have used in the past - along and across the Fox River into the Timbers community and back to the park pavilion. We had over 400 participants in 2014 and expect more with the addition this year of the new 1K 'color' run.

Color runs have proven to be huge events around the country, drawing thousands of runners and attracting a younger group. This will only be a 1K untimed, run/walk aimed at a younger demographic and more families running together. The entire run will be within Pottawatomie Park, so it will be short and safe enough for the youngest participants. We believe this will be a fun event for even the non-runners who want to take part. There will be music provided from the pavilion which should enliven the experience. Area running clubs, local schools and other organizations have already shown an interest, so we anticipate a good crowd.

As you know, the R.C.F. and the Kiwanis Club use these fundraisers to dedicate proceeds toward the enhancement of the downtown river front as a destination for cultural, educational and economic opportunities, accessible to all...including the Active River Project. Along with the noon Kiwanis goal of improving the lives of children throughout the greater St.Charles community.

We thank the St.Charles Park District for joining our effort and sponsoring at the \$1250. level and respectfully request the City of St.Charles, as you have over the years, to match and also sponsor at the same \$1250. level. As a supporting sponsor, the city logo will be proudly displayed on all event literature, banners, running shirts and marketing / publicity pieces.

Thank you in advance for your consideration and sponsorship.

Sincerely,

A handwritten signature in black ink that reads "Rick Brems".

Rick Brems - R.C.F. and Event Chairman  
2016 Bob Leonard 5K Race / 1K Color Run

# Bob Leonard 5K River Run

NEW! 1K Family Color Run/Walk FUN!

Sunday • July 31

RACE TIMES: 7:30am (5K) • 9am (COLOR RUN)

Everything starts & ends at the  
*Historic Grand Pavilion in Pottawatomie Park*

Join the fun & experience the color run!  
DJ Entertainment & Refreshments



Hosted by: River Corridor Foundation & St. Charles Kiwanis

[stcrivercorridor.org](http://stcrivercorridor.org)

[kiwanisofstcharles.org](http://kiwanisofstcharles.org)



For registration & information visit [www.signmeup.com/113228](http://www.signmeup.com/113228)



## Fun is Good.

The River Corridor Foundation of St. Charles and the St. Charles Noon Kiwanis are collaborating this summer on the annual 'Bob Leonard 5K and 1K Family Color Run'. The runs will begin and end at the historic Grand Pavilion in Pottawatomie Park. The 5K course is a digitally timed and certified 5K race along and over the Fox River.

A new Color Fun Run addition this year will feature a hugely popular family 1K Color Run, attracting runners and walkers of all ages who just want to have some fun. The entire untimed run will be within Pottawatomie Park, so it encourages all ages. Come and experience the fun!

With the Fox River as its focus, the River Corridor Foundation's mission is to support and advocate for projects that will enhance the downtown riverfront environment as a destination, including the new Active River Project.

The Kiwanis is a global organization of volunteers dedicated to changing the world one child and one community at a time. A major emphasis for the St. Charles Club is "Young Children: Priority One." This initiative places continuing focus on the needs of the children in the Fox Valley communities.

These volunteer fundraising programs are critical to both organizations and allow them to impact the community and address our stated goals.

## Thank You for your Support!

# Bob Leonard 5K River Run

NEW! 1K Family Color Run/Walk FUN!



## 2016 Sponsorship Opportunities



### \$5,000 – PRESENTING

#### \* 5K Run and / or 1K Color Run.

- Company logo on all event advertising including email/direct mail/online/print and social media.
- Company logo on 6x3 foot banner event identifying your company as the Presenting Sponsor.
- Company staffed booth at event. You will be provided one (1) 6 foot skirted table/chairs to distribute premiums at event.
- \$5.00 registration discount for your company employees.
- Company logo on t-shirt with priority placement.
- Company logo on signage; banners, signs, posters and all marketing collateral
- Company logo/link on yourwebsite.org website.
- Company mention on all event public relations/releases.
- Industry exclusivity; your company will be the only one featured in your specific industry

### \$2,500 – PREMIER

- Company staffed booth at event. You will be provided one (1) 6 foot skirted table/chairs to distribute premiums at event.
- \$3.00 registration discount for your company employees.
- Company logo on all event advertising including signage; banners, signs, and posters.
- Company logo on 6x3 foot banner event identifying your company as the Premier Sponsor.
- Company logo on t-shirt with premier placement.
- Company mention on all event public relations/releases.

## **\$1,000 – PATRON**

- Company staffed booth at event. You will be provided one (1) 6 foot skirted table/chairs to distribute premiums at event.
- \$1.00 registration discount for your company employees.
- Company logo on event posters.
- Company logo on t-shirt.
- Company mention on all event public relations/releases.

## **\$500.00 – T-SHIRT SPONSOR**

- Company staffed booth at event. You will be provided one (1) 6 foot skirted table/chairs to distribute premiums at event.
- Company logo on t-shirt.
- Company logo on race registration forms.

## **\$500 – CANDY BAR SPONSOR**

The Candy Bar is one of the most popular items for sponsors. Young and old alike are delighted by the display and plentiful goodies to fill their bags. The Sponsor needs to just show up and the Candy Bar is set up and ready to go! A beautiful display of glass jars filled with “fun sized” candy with coordinating table covers in the sponsors corporate colors. The booth includes all candy and displays, one (1) six foot self-skirted table, two (2) chairs, and a 10x10 white tent. Runners will enjoy visiting your booth while the awards are announced.

- Opportunity to interact with runners
- Company Logo on t-shirt
- Signage recognizing your company as the sponsor

## **\$500 – SUNGLASSES SPONSOR**

The sun glasses sponsor will have the opportunity to interact with the participants of the Family Color Run. Each runner will visit your booth to receive a pair of sunglasses to participate in the Family Color Run. Your sponsorship will include a booth includes sunglasses to distribute, one (1) six foot self-skirted table, and two (2) chairs.

- Opportunity to interact with runners
- Company Logo on t-shirt
- Signage recognizing your company as the sponsor

## **\$500 – BREAKFAST SPONSOR**

After our runners have finished they will be treated to one of the best breakfasts served at a race. The buffet will include fresh fruit, a variety of yogurt, walking pancake, assorted muffins and pastries, and energy bars. Runners will enjoy eating while the awards are announced.

- Opportunity to be in the Breakfast Booth to interact with runners
- Company Logo on t-shirt
- Signage recognizing your company as the sponsor

## **\$300 – BANANA BAR SPONSOR**

Runners will have the opportunity to visit the Banana Bar during registration and the morning program. Fresh bananas and ice cold water are available to all runners before the start. Set out in an inviting display, this has been one of our most popular features for runners.

- Signage recognizing your company as the sponsor

## **\$100 – COFFEE SPONSOR**

Coffee service will be available to all runners, volunteers and guests before and after the race. It will include regular and decaf coffee, half and half, sugar, and sweeteners.

- Signage recognizing your company as the sponsor

## **\$100 – WATER/GATORADE SPONSORS**

Ice cold 16.9 ounce bottled water and a variety of 12 ounce Gatorade flavors will be available to our runners after each participant crosses the finish line.

- Signage recognizing your company as the sponsor

## **\$100 – ICE SPONSORS**

We use hundreds of pounds of ice for our run and this is a perfect way to help contribute to the success of our run.

- Signage recognizing your company as the sponsor

## **\$35 – RAINBOW RUNNER**

Are you a small business, or a supporter that would like to help, but you're not a runner? Here's the perfect way for you to be a part of our run. Become a Rainbow Runner! How? Simply register on line at [www.signmeup.com/113228](http://www.signmeup.com/113228) and that's all you have to do! You're now a Rainbow Runner!



**AGENDA ITEM EXECUTIVE SUMMARY**

Title:	Recommendation to Approve Use of Langum Park for the 2016 Camping with the 8 <sup>th</sup> Event
Presenter:	Chief Keegan

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 4.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$60.00 (Public Works)	Budgeted:	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----------------	------------------------	-----------	-----	--------------------------	----	-------------------------------------

If NO, please explain how item will be funded:

Fee will be paid by the event organizers.

**Executive Summary:**

This application was received on March 25<sup>th</sup> and the special events committee met to discuss the event on March 31, 2016.

This event has been proposed to take place June 11-12, 2016, in Langum Park. This event is being organized by the Camp Kane Heritage Foundation and 8<sup>th</sup> Illinois Calvary as an educational fund-raiser and family event. For a fee, families will be able to tent camp among the tents of an 8<sup>th</sup> Illinois Calvary encampment. A central campfire location will be set with minimal, if any cooking being done. City services requested for this event include use of the water spigot in the park and porta-john set-up (\$60 fee posted above).

No alcohol will be permitted at this event.

**Attachments:** *(please list)*

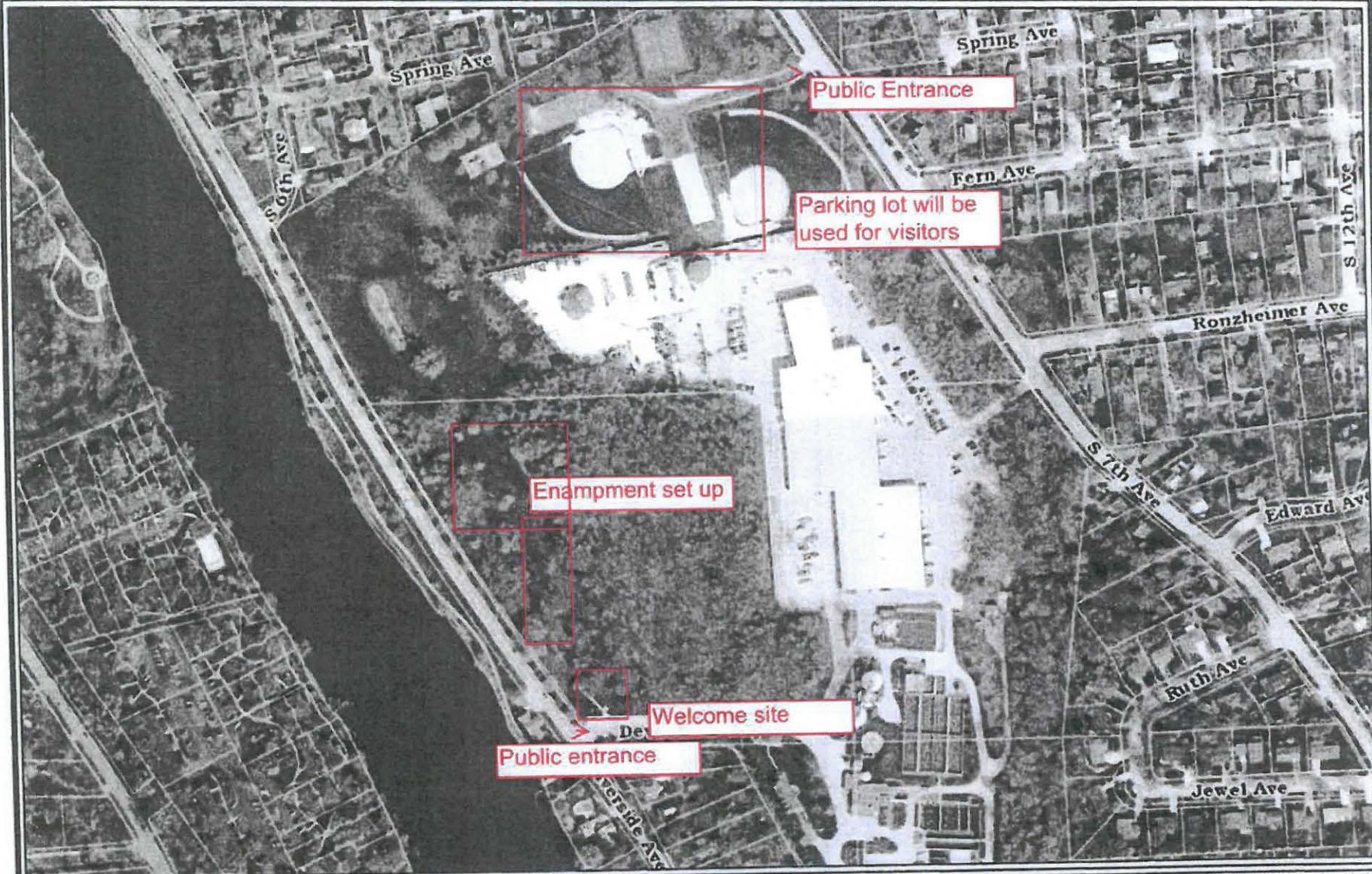
Diagram of layout

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve the use of Langum Park for the 2016 Camping with the 8<sup>th</sup> event.

*For office use only:*

*Agenda Item Number: 6 .d*



City of St. Charles, Illinois  
Frank County, Illinois  
Frank County, Illinois  
Copyright © 2002  
North American Datum 1983  
Printed on August 24, 2004 11:28 AM



Scale bar showing 0, 100, and 200 feet

This map was created for working purposes only and is not intended as a final version of any kind, after approval is granted. The information representing these working purposes and final products of the City of St. Charles, Illinois, shall remain the property of the City of St. Charles, Illinois. No warranty, express or implied, is made by the City of St. Charles, Illinois, for any use of this map. To obtain a copy of this map, please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60154.



**AGENDA ITEM EXECUTIVE SUMMARY**

Title:	Recommendation to Approve Use of Langum Park for the 2016 Train the Trooper Event
Presenter:	Chief Keegan

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 4.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	No cost to the City	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
-----------------	---------------------	-----------	------------------------------	-----------------------------

If NO, please explain how item will be funded:

**Executive Summary:**

This application was received on March 25<sup>th</sup> and the special events committee met to discuss the event on March 31, 2016.

The annual Camp Kane, Train the Trooper event is to be held Saturday, May 7, 2016. The event involves a Civil War training camp reenactment with opportunities for the public to learn and participate. The event organizers, Camp Kane heritage Foundation, and the 8<sup>th</sup> Illinois Calvary estimate there will be between 12-35 reenactors and 10 horses. The event is to be held in Langum Park from 10:00 a.m. to 4:00 p.m. Parking will be in Langum Park. There are no City services requested other than the use of a water spigot in the park for the horses.

There will be no cannon fire. Rifles will be fired with blank ammunition.

No Alcohol will be permitted within this event.

**Attachments:** *(please list)*

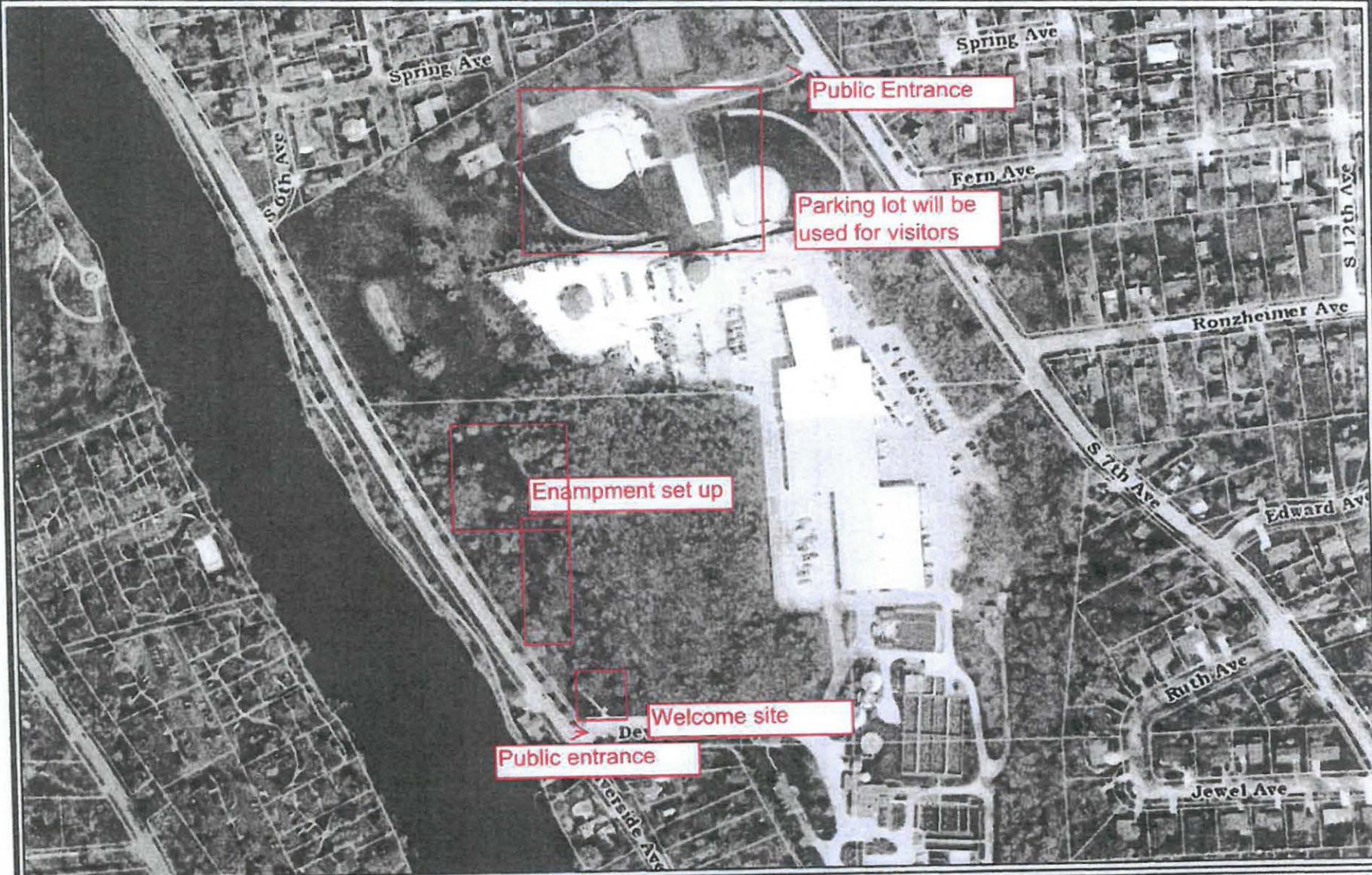
Diagram of layout

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve the use of Langum Park for the 2016 Train the Trooper event.

*For office use only:*

*Agenda Item Number: 6.e*



City of St. Charles, Illinois  
Frank County, Illinois



Scale bar: 0 100 200 Feet

This map was created for meeting purposes only and is not intended to be used as a legal document. The information represented here is for informational purposes only and does not constitute an offer of insurance or any other financial product. For more information, please contact the City of St. Charles, Illinois, at 630.335.1400. Copyright 2012 by Precision GIS, Inc. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, without the prior written permission of Precision GIS, Inc. Printed on August 24, 2012 at 11:28 AM.



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Proposal for a Class C1 Liquor License for Prohibition Saint Charles to be located at 1 W Illinois Street, Suite 170B, St. Charles
--------	--

Presenter:	Mayor Rogina
------------	--------------

*Please check appropriate box:*

	Government Operations	X	Government Services 04.25.16
	Planning & Development		City Council
	Public Hearing		Liquor Control Commission

Estimated Cost:		Budgeted:	YES		NO	
-----------------	--	-----------	-----	--	----	--

If NO, please explain how item will be funded:

**Executive Summary:**

This is a request for a Class C1 liquor License for Prohibition Saint Charles (a sub-divided property formerly known as Top Table and adjacent to existing business Charleston on the River). The proposed business is to be located at 1 W Illinois Street, Suite 170B, St. Charles. The applicant is requesting a late night permit to allow for a 1:00 am close on Friday and Saturday. A background check was completed by the Police Department. The applicant submitted all required documents and does possess a current Bassett certification.

This item was recommended by the Liquor Control Commission on April 18, 2016 with a vote of 4-0 in favor to carry this forward to this committee for recommendation of City Council approval.

A synopsis of Prohibition Saint Charles is it will be an upscale tavern that will specialize in craft cocktails, whiskeys, bourbons, scotches. The concept will bring an excellent value for the residents to enjoy as a complement to Charlestown on the River and the Wine Exchange.

**Attachments:** *(please list)*

\* Liquor License Application \* Background Check \* Site Plan \* Business Plan (pending)

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve a Proposal for a Class C1 Liquor License for Prohibition Saint Charles to be located at 1 W Illinois Street, Suite 170B, St. Charles.

<i>For office use only:</i>	<i>Agenda Item Number: 6.f</i>
-----------------------------	--------------------------------





# Memo

Date: 4/22/16

To: The Honorable Ray Rogina, Mayor - Liquor Commissioner

From: Commander Jerry Gatlin (for Chief Keegan)

Ref: Background Investigation - Prohibition Saint Charles – Class C1  
1 W. Illinois Street, Suite 170B, St. Charles, Il. 60174

---

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by the St. Charles Police Department concerning the above mentioned establishment.

As is customary procedure, an investigator was assigned to meet with the applicant, perform a site inspection, review all applicable documents and conduct a thorough background investigation to insure all requirements of the proposed license application were satisfied.

All required documents were submitted and reviewed and appear to be in order, with exception of the proposed business plan, which has not yet been received. A request was made to the applicant for this document and I am confident that this will be received prior to the Government Services meeting on April 25<sup>th</sup>, 2016. We found nothing that would preclude this site location or this applicant from moving forward with liquor sales and on-site consumption, subject to the City Council and Liquor Commissions' approval.

Thank you for your consideration in this matter.

JLG/jlg



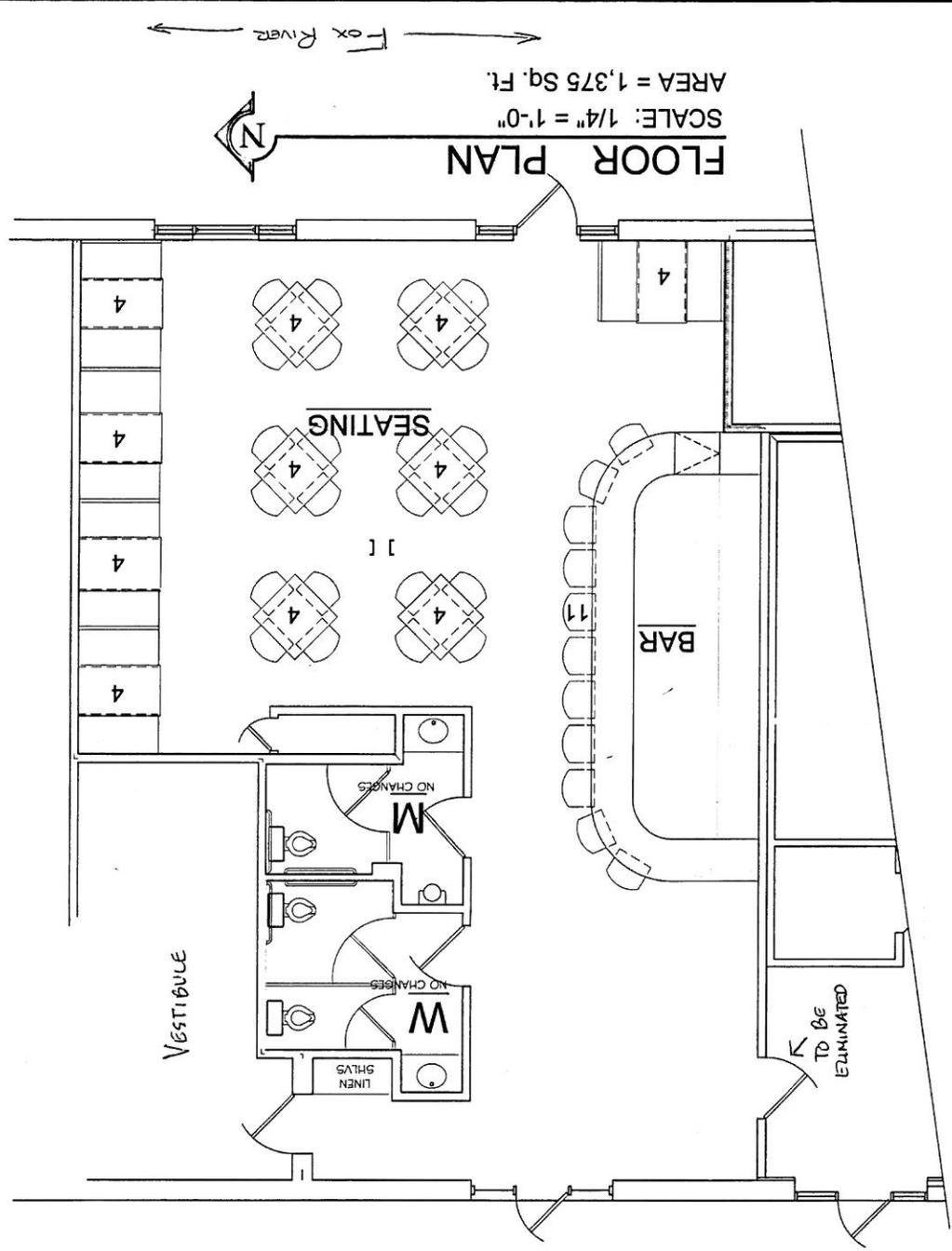
I hereby certify that these plans were prepared under my supervision and to the best of my knowledge they comply with the building ordinances, zoning ordinances and all other applicable codes and ordinances including the Illinois Accessibility Code and ANSI A117.1-1986  
 Expires: 11/30/16

**ARCHITECTURAL RESOURCES**  
 W. Alex Teipel - Architect  
 Robert M. Akers - Associate  
 427 West State Street  
 Geneva, Illinois 60134 - (630) 232-1774



REVISIONS	BY

**HOLD HARMLESS STATEMENT**  
 The Architect is not overseeing the construction of this building. The use of these drawings by any Contractor, Subcontractor, Builders, Mechanic, Tradesmen or Worker shall constitute a Hold Harmless Agreement between the drawing User and the Architect. The User shall in fact agree to hold the Architect harmless for any responsibility in regard to construction means, methods, techniques, sequences or procedures and for any safety precautions and programs in connection with the work and further shall hold the Architect, Builders, Mechanic, Tradesmen or Workers. The use of these Drawings also implies that the Architect shall take no responsibility for the plan User's failure to carry out the work in accordance with the Drawing or Contract Documents.



SCALE: 1/4" = 1'-0"  
 AREA = 1,375 Sq. Ft.

123745 510N177 I

