



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 10.28.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

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

If NO, please explain how item will be funded:

Executive Summary:

For information only.

Attachments: *(please list)*

September 2013 Outage Report.

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.a

General Information				Cause		Time & Duration				Customers	
#	Date	S/U	Circuit, Address/Location	Description	#	Ints	T off	T on	Mins	# Out	Cust Min
1	9/1/2013	U	713; NE side of town	Underground failure, primary cable failure.	2	1	9/1/13 7:14 AM	9/1/13 7:14 AM	0	749	0
2	9/1/2013	U	713; 4000 Blk Royal Fox Dr.	Underground failure, primary cable failure.	2	1	9/1/13 7:14 AM	9/1/13 8:10 AM	56	13	728
3	9/1/2013	U	713; Royal Troon Ct.	Underground failure, primary cable failure.	2		9/1/13 7:14 AM	9/1/2013 8:25	71	13	923
4	9/5/2013	U	314; Allen Ln. E. of Rt. 25	Skyline, dropped branch on service.	7	1	9/5/13 11:30 AM	9/5/13 12:00 PM	30	11	330
5	9/5/2013	S	713; Dunham Rd. lift station by H.S.	Scheduled, shut off power for electrician's repairs.	10	1	9/5/13 10:10 AM	9/5/13 11:00 AM	50	1	50
6	9/10/2013	U	532; Swift Eckrich	Underground failure, metering failure	2	1	9/10/13 5:55 PM	9/10/13 8:25 PM	150	2	300
7	9/10/2013	S	811; 3091 St. Michel Ln.	Scheduled, to install pedestal.	10	1	9/10/13 1:08 PM	9/10/13 1:42 PM	34	1	34
8	9/20/2013	U	311; 611 S. 10th Ave.	Squirrel, blew transformer fuse.	2	1	9/20/13 7:25 AM	9/20/13 8:00 AM	35	8	280
9	9/20/2013	U	314; 808 & 820 N. 5th Ave.	Equipment, primary cable fault	2	1	9/20/13 2:30 PM	9/20/13 7:30 PM	300	2	600
10	9/25/2013	U	316; 1300-1600 Block E. Main	Others, landscaper knocked transformer off	10	1	9/25/13 2:22 PM	9/25/13 3:30 PM	68	26	1768

S/U - Scheduled or Unscheduled

Ints - # of Interruptions

Long - >1 min; Short - <1 min

Cause # - see table on page 3



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: EAB Control Efforts – Information Only

Presenter:

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 10.28.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

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

If NO, please explain how item will be funded:

Executive Summary:

This is a monthly update on EAB activities for October 2013. This update provides detailed information about the EAB infestation including EAB confirmation status and ash trees scheduled to be removed beginning in the month of November, 2013.

Attachments: *(please list)*

Summary Sheet

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.b

Emerald Ash Borer Monthly Summary Sheet

October 2013

The Emerald Ash Borer Monthly Summary Sheet is prepared each month by the Public Services Staff for each Government Services Meeting. This summary documents the Spread of EAB (Confirmed Trees), Control Measures (Removed & Treated Trees) and Planting Efforts (New Trees). Unless noted otherwise, all data listed below reflects One (1) month starting on the 1st and ending on the last day of each month. EAB Maps and an address list of Proposed Removals will be attached to this report.

Confirmed Trees

- As of June 1, 2012, all Public Ash trees in the City of St. Charles have been reviewed for EAB. Initially, 1,000 trees were confirmed with EAB in phase one of the current EAB program and have been removed as of the end of 2012. Moving forward, 1,000 trees confirmed with EAB in phase two have been removed as of the end of June, 2013. Phase three began with the removals scheduled for May, 2013.

Proposed Tree Removals

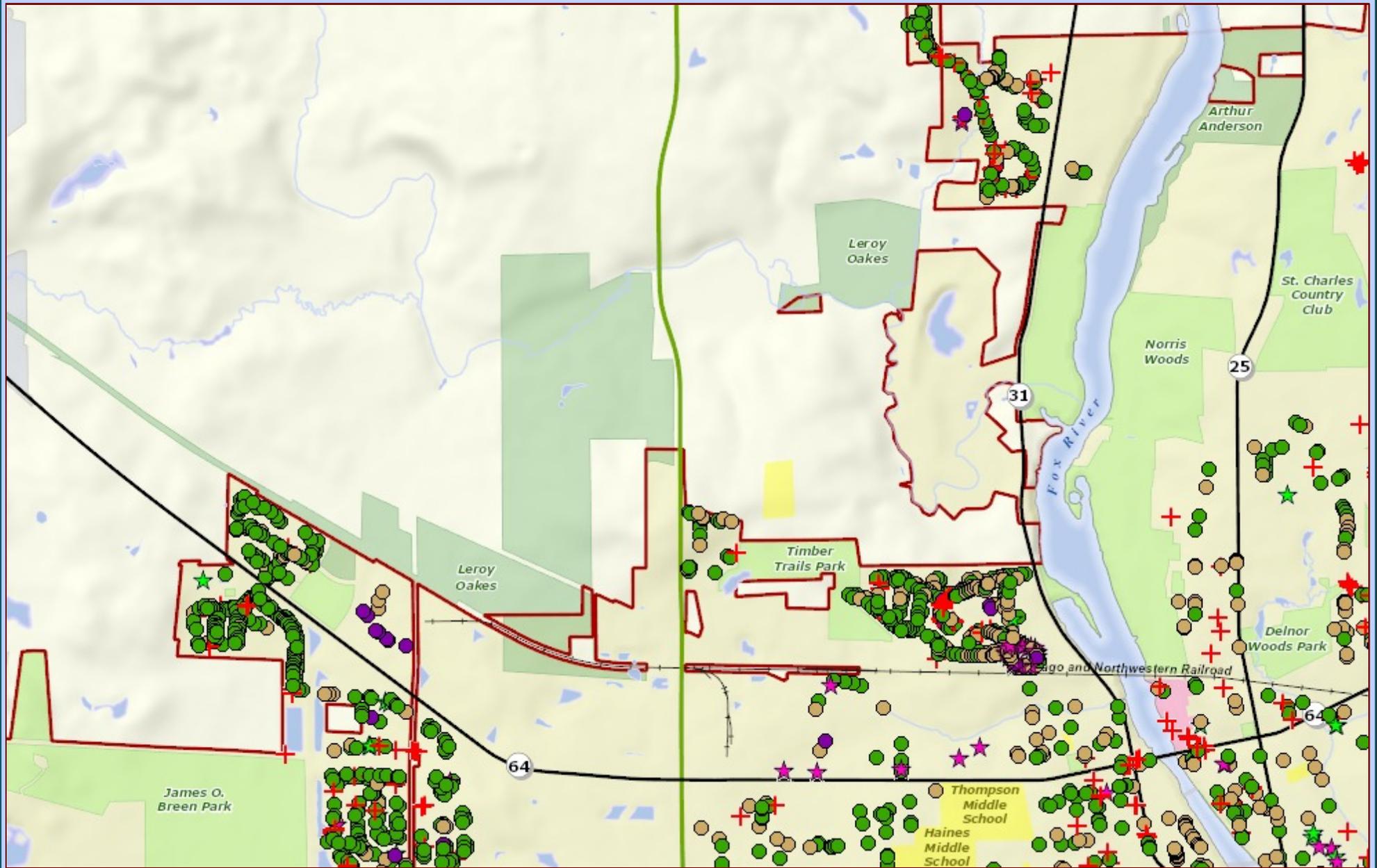
- We are proposing to remove 111 Ash Trees starting in the month of November, 2013, including:
 1. 26 in the NW Quadrant
 2. 25 in the SW Quadrant
 3. 32 in the NE Quadrant
 4. 28 in the SE Quadrant
 5. 0 in the FW Quadrant

Treating & Planting Notes

- Fall planting of 757 tree sites is currently underway by Pedersen Co. Graf Tree Care assisted with the placement and species selection again this fall.

Additional Comments

None



EAB Proposed Removals - NW Area 1

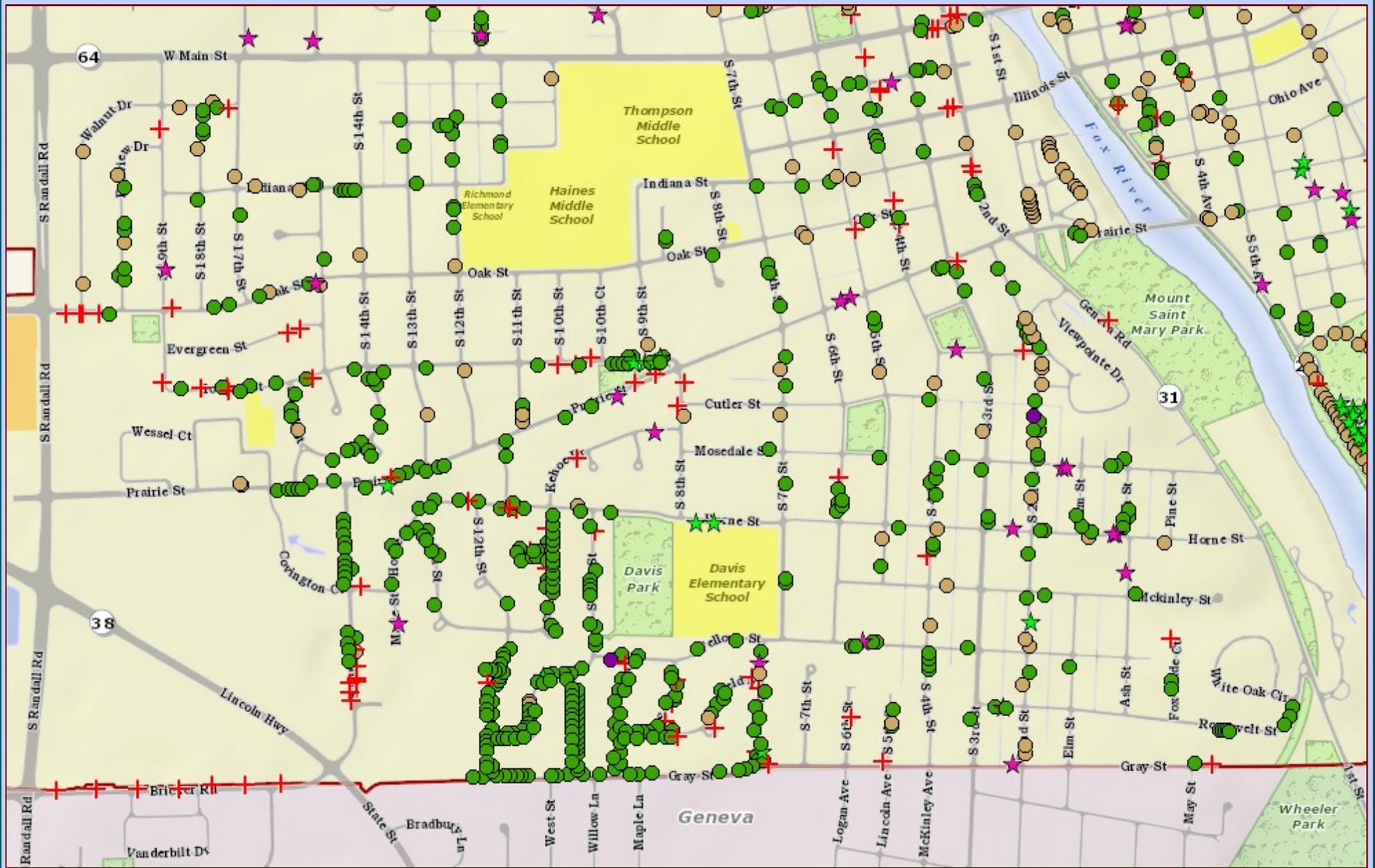


Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: October 10, 2013 11:57 AM



0 976 1,952 Feet

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174
Powered by Precision GIS



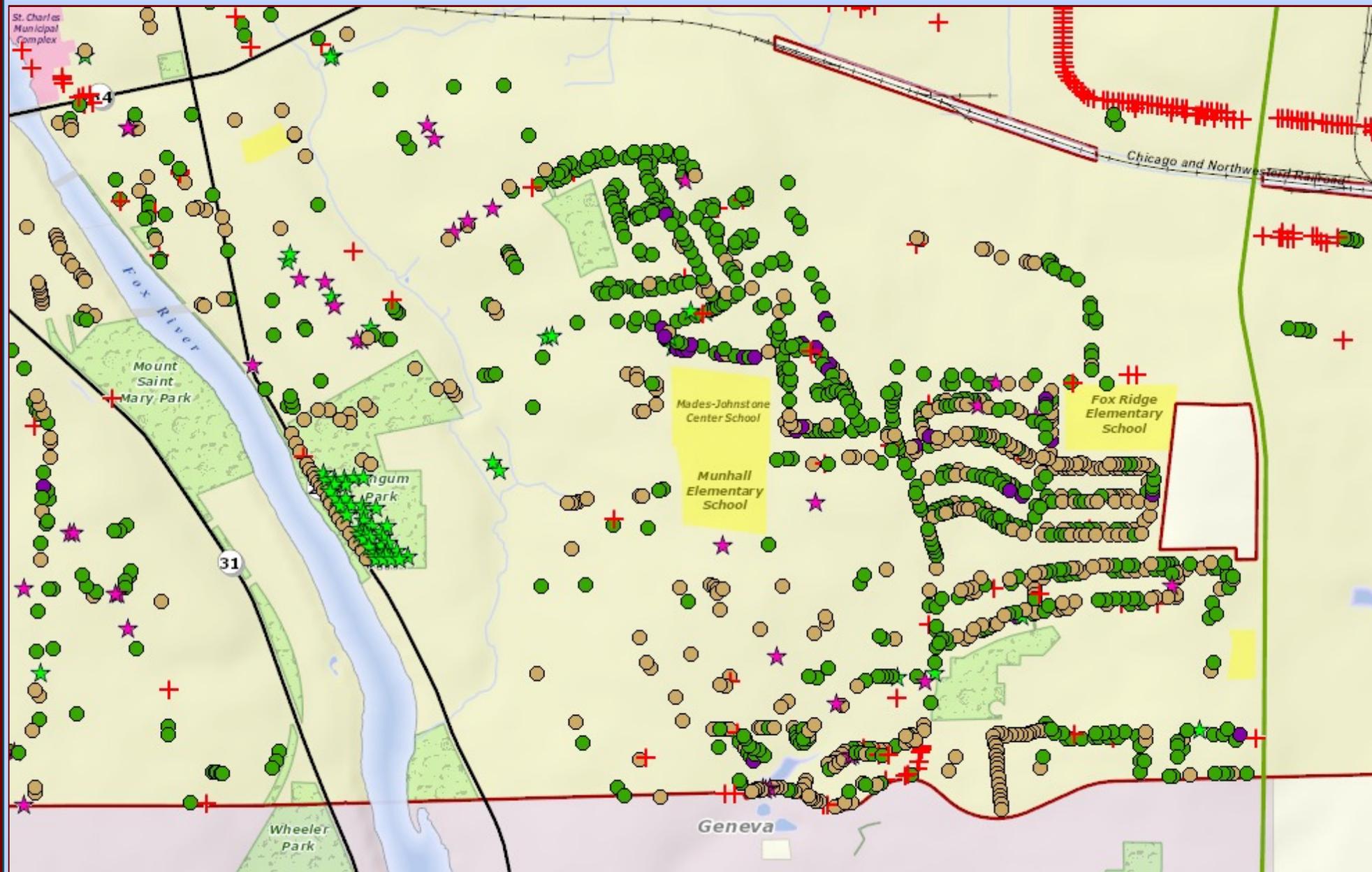
Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: October 10, 2013 11:59 AM



0 488 976 Feet

EAB Proposed Removals - SW Area 2

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.
Powered by Precision GIS



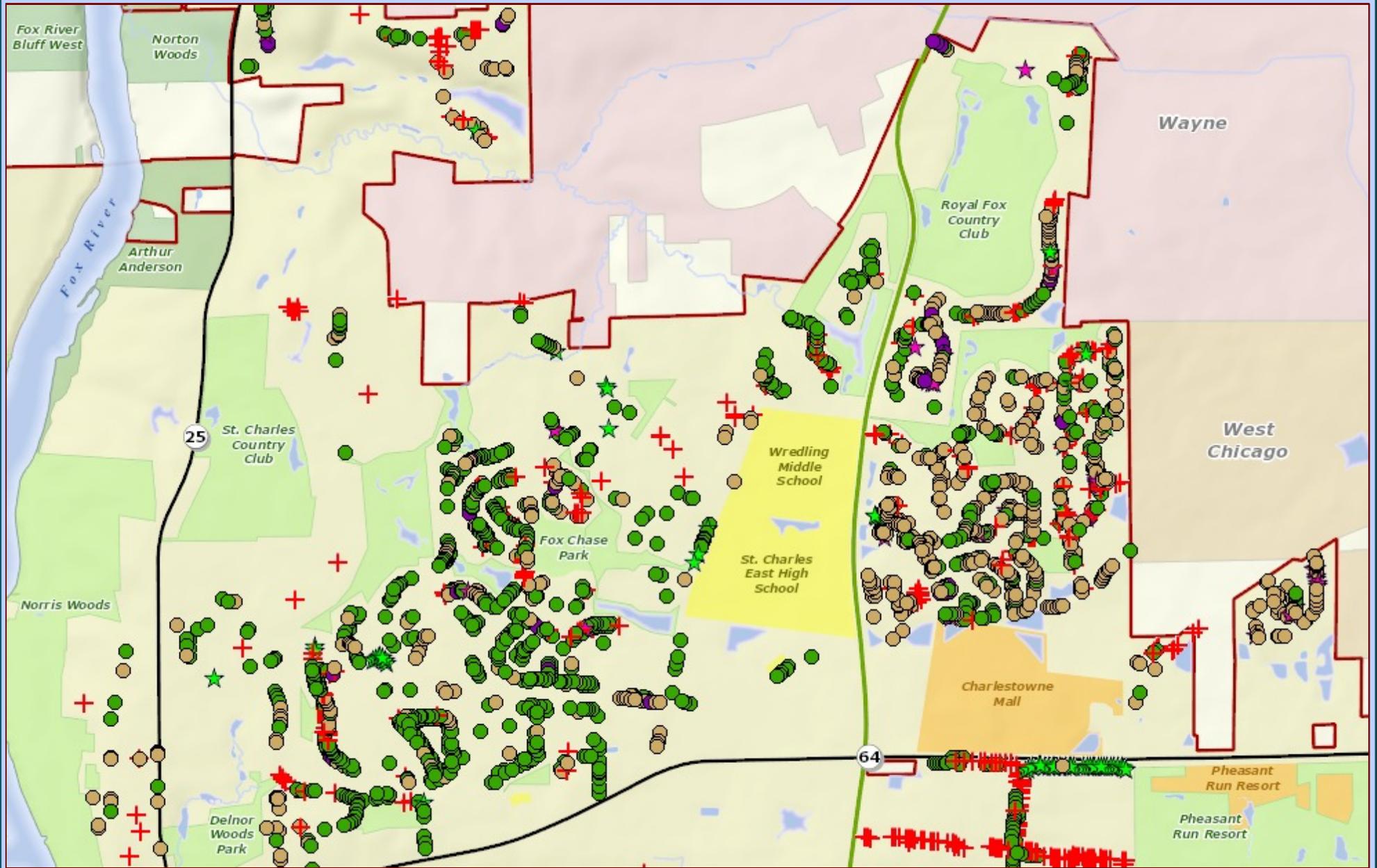
Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: October 10, 2013 12:01 PM



0 538 1,075 Feet

EAB Proposed Removals - SE Area 3

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: October 10, 2013 12:04 PM



0 876 1,753 Feet

EAB Proposed Removals - NE Area 4

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174
Powered by Precision GIS



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Contract for Professional Consulting Services for the Municipal Complex North Parking Lot Rehabilitation Project
--------	--------------------------------------------------------------------------------------------------------------------------------------------

Presenter:	James Bernahl
------------	---------------

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council

Estimated Cost:	\$56,500	Budgeted:	YES	X	NO	
-----------------	----------	-----------	-----	---	----	--

Executive Summary:

As part of the City's continued efforts to improve and enhance the Downtown public areas, the City is proposing to move forward with the design and permitting for the Municipal Complex Northern Parking Lot. This improvement is a part of the overall municipal complex concept plan prepared by Thompson Dyke & Associates in 2010 and approved by the City Council (see attached exhibit). Staff is proposing to move forward with the design and construction of this concept plan in multiple phases. The construction limits for the first phase of construction is shown on the attached exhibit. This first phase of the project will include a majority of the improvements to the municipal campus area proposed in the approved concept plan such as increased green space, improved pedestrian walkways and bike path, rain garden, plaza for sculptures and improved traffic flow patterns within the parking lot.

In preparation for the development of this project, the City, in collaboration with WBK, has applied for various grant funding opportunities. The City applied for and successfully received a Kane County Riverboat Grant for the amount of \$65,000 to assist in the construction costs. In 2011 and 2012 Wills Burke Kelsey Associates (WBK) applied for the Illinois Green Infrastructure Grants (IGIG) on behalf of the City. Unfortunately this project was not selected for that funding in either of those attempts.

Currently construction activities for the first phase of the project are scheduled to begin after the July 4, 2014 holiday celebration. Based on this construction schedule, the City will need to move forward at this time with the design and permitting for this project.

Based on WBK's overall knowledge of this project, their experience with this location during the Municipal Plaza Wall restoration project, and their contribution to assist with funding sources, staff is recommending waiving the Request for Proposal Process and awarding the contract for professional consulting services to WBK for an amount not to exceed \$56,500. WBK has performed design service for the City in the past and staff believes that they will meet the City's expectations for this project.

Attachments: *(please list)*

- Copy of Proposal from Wills Burke Kelsey Associates (to be provided by website posting day 10/25/13)
- Copy of Parking Lot Concept Exhibit
- Copy of Exhibit Showing Phase 1 Limits

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Professional Consulting Agreement with Wills Burke Kelsey Associates for the design of the Municipal Complex North Parking Lot Rehabilitation Project for an amount not to exceed \$56,500.

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



Municipal Parking Lot Redesign Project

Concept Plan

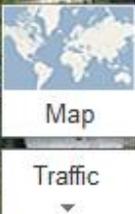
City of St. Charles



LEGEND

- A. Renovated Limestone River Wall
- B. Plaza/Fountain
- C. Green Space
- D. Crushed Granite Pathway
- E. Rain Garden
- F. Police Plaza
- G. Municipal Lot
- H. Bike Path



Map
Traffic

50 ft
20 m

er Trail (Algonquin to Aurora)

N Riverside Ave

N Riverside Ave

N Riverside Ave

N Riverside Ave

State Ave

Chestnut

N 2nd Ave

State Ave

N 2nd Ave

N 2nd Ave

N 2nd Ave

Cedar Ave

Cedar Ave



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Accept Revisions to the Kane County Stormwater Ordinance regarding Stormwater Management
--------	------------------------------------------------------------------------------------------------------------

Presenter:	Peter Suhr
------------	------------

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council

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

If NO, please explain how item will be funded:

Executive Summary:

Since adopting the Kane County Stormwater Ordinance in 2001, the City of St. Charles has also adopted several amendments to the Stormwater Ordinance. These revisions are typically required to remain in compliance with federal, state or local laws or to remain current with new practices, methodologies or technologies.

The proposed amendments before you tonight, as approved by Kane County in 2009, need to be adopted by the City of St. Charles so that we can remain eligible with the National Flood Insurance Program (NFIP) and can be consistent in how we address the use of Best Management Practices, as they relate to stormwater management.

Included as an attachment are the proposed changes from Kane County for easy review.

Attachments: *(please list)*

Proposed Ordinances from Kane County (09-432 & 09-433)

Recommendation / Suggested Action *(briefly explain):*

Recommendation to accept revisions to the Kane County Stormwater Ordinance regarding Stormwater Management.

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

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - 432

**AMENDING THE KANE COUNTY
STORMWATER MANAGEMENT TECHNICAL MANUAL**

WHEREAS, pursuant to 55 ILCS 5/5-1062, the Kane County Board adopted Resolution No. 97-07 establishing the Kane County Stormwater Management Committee (the "Committee), for the purpose of preparing a comprehensive countywide stormwater management plan and ordinance; and

WHEREAS, the plan prepared by the Committee and its Technical Advisory Committee was adopted by the County Board by the passage of Ordinance No. 98-251 on October 13, 1998; and

WHEREAS, pursuant to and in furtherance of the implementation of the plan, the Committee and its Technical Advisory Committee have drafted a comprehensive countywide stormwater management ordinance (the "Stormwater Ordinance"). The Board adopted the Stormwater Ordinance by the passage of Ordinance No. 00-312 on November 14, 2000; and

WHEREAS, the Committee has developed a technical manual which supplements the Stormwater Ordinance by providing background detail and guidance as to the intent of technical requirement in the Stormwater Ordinance; and

WHEREAS, the Board adopted the Kane County Stormwater Management Technical Guidance Manual by the passage of Ordinance No. 01-149 on May 8, 2001; and

WHEREAS, periodic updates to the Technical Manual are necessary to maintain consistency with technologies and methodologies. A new Article, Article 16, Retention Best Management Practices, has been drafted and reviewed by the Kane County Stormwater Management Committee. Copies of this new Article have been distributed and/or made available to all of the municipalities within the County, and all stormwater permit reviewers. The Article was amended based on the comments received, and the Stormwater Committee has endorsed this Article, and recommends that the County Board adopt this Article as an amendment to the Technical Manual.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board and the Chairman that Article 16 Retention Best Management Practices be adopted and here forth be incorporated into the Kane County Stormwater Technical Guidance Manual. A copy of Article 16 is on file as Exhibit 1 with the Kane County Clerk.

Passed by the Kane County Board on November 10, 2009.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____
11StormwaterManual

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO. 09 - 433

AMENDING THE KANE COUNTY STORMWATER MANAGEMENT ORDINANCE

WHEREAS, pursuant to 55 ILCS 5/5-1062, the Kane County Board adopted Resolution No. 97-07 establishing the Kane County Stormwater Management Committee, for the purpose of preparing a comprehensive countywide stormwater management plan and stormwater management ordinance (the "Ordinance"); and

WHEREAS, the Ordinance was adopted by the County Board as by the passage of Ordinance No. 00-312 on November 14, 2000; and

WHEREAS, the Kane County Stormwater Committee has recommended to the County Board several amendments to the Ordinance. Said Ordinance amendments have been distributed to the engineering community and all municipal stormwater administrators for review and comments.

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the Kane County Board that the Kane County Stormwater Ordinance is hereby amended as follows:

§1 The following is added to Section 104, and subparagraphs 81 through 148 are renumbered to accommodate this amendment to Section 104:

(81) market value means the value of a structure prior to substantial damage and/or substantial improvement. FEMA accepts several methods to determine market value. The method to determine market value shall be one approved by FEMA and the Administrator.

§2 Sections 104(131) and(132) are deleted in their entirety and replaced as follows:

(131) *substantial damages* means damage caused by one or more events to a building located in the floodplain or floodway from any cause (examples include but are not limited to fire, flood, earthquake) on or after January 1, 2010 whereby the cumulative cost of restoring the building to its original condition from the event or events occurring after January 1, 2010 is 50% or more of its market value, regardless of the actual repair work performed.

(132) *substantial improvement* means (a) an improvement or a series of improvements made to a structure located in the floodplain or floodway on or after January 1, 2010 the cost of which is 50% or more of the structure's market value; (b) the cumulative reconstruction or repair of a structure on or after January 1, 2010, the cost of which is 50% or more of the structure's market value before the start of construction of the reconstruction or repair caused by substantial damages; (c) an addition to a structure the cost of which is 50% or more of the structure's market value before the start of construction of the addition or any addition that increased the floor area by more than 20%; or (d) any work done to a structure that has suffered substantial damage. Substantial improvement does not include either (i) any work done to a structure to correct existing violations of State or local health, sanitary or safety codes identified and determined by the local code enforcement official to be the minimum necessary to assure safe living conditions; or (ii) any work done to a structure listed on the state or federal Historic Register provided that alteration will not preclude the structure's continued designation as a historic structure.

§3 Section 203 is amended as follows

- (i) Storage facilities located within the regulatory floodplain shall (a) comply with Article 4; ~~and~~ (b) store the required amount of site runoff to meet the release rate requirements under all streamflow and backwater conditions up to the ten-year flood elevation on the adjacent receiving watercourse; the Administrator may approve designs which can be shown by detailed hydrologic and hydraulic analysis to provide a net watershed benefit not otherwise realized by strict application of the requirements set forth in (a) and (b) of this subsection; and (c) comply with 203(b).
- (j) Storage facilities located within the regulatory floodway shall (a) meet the requirements for locating storage facilities in the regulatory floodplain; (b) be evaluated by performing hydrologic and hydraulic analysis consistent with the standards and requirements for watershed plans; ~~and~~ (c) provide a net watershed benefit; and (d) comply with 203(b).
- (k) Site runoff storage volume provided by solely enlarging existing regulatory floodplain storage (onstream site runoff storage) shall be allowed only as a variance. ~~The applicant must demonstrate that flood damage will not be increased and the development will not increase flood flows for both the two year and 100-year floods.~~

§4 The following is added to Section 1001:

(h) A minimum of 45 days prior to the Kane County Board's consideration of a revision(s) to the Kane County Stormwater Ordinance, the Director shall notify and provide a copy of said revision(s) to every certified community (the certified community's Stormwater Administrator and City / Village Engineer), and the proposed date said revision(s) will be presented to the Kane County Board's Stormwater Committee. Stormwater Administrators or their designees shall be allowed to present oral or written comments to the Kane County Board's Stormwater Committee expressing their comments relating to said Stormwater Ordinance revision(s).

§5 The following is added to Section 200:

§ (e) BMP-in-lieu of site runoff storage. Sites meeting one of the following requirements (1) – (3) and requirements (4) and (5) are eligible to receive credit for BMP-in-lieu of site runoff storage in accordance with § 203(n) against the calculated site runoff storage in § 203 and the requirements of § 203 (g).

(1) The development has been approved for fee-in-lieu of site runoff storage and waiver of § 203(g) under § 200 (c);

(2) The development has been approved for fee-in-lieu of site runoff storage and waiver of § 203 (g) under § 200 (d);

(3) The volume of site runoff storage for the proposed development calculated as prescribed in § 203 is less than or equal to 1.0 acre – feet on a development which does not have an existing site runoff storage facility on the site. If the development has an existing site runoff facility, the Administrator may require said site runoff facility to be expanded to meet the requirements section 203

(4) The site plan is otherwise in compliance with § 201.

(5) The subgrade of areas of permeable pavements and in-situ soils at the bottom of rain gardens and other similar infiltration type systems shall have their infiltration capacity verified by appropriate geotechnical investigation. An opinion of the suitability of the area for the intended BMP shall be provided by a professional engineer. Verification of soil conditions prior to the start of the work may be required by the Administrator. Final approval is at the sole discretion of the Administrator.

§ 203(n) BMP in-lieu of site runoff storage. The "Kane County Technical Guidance Manual BMPs" (2007) shall be used as a reference in the design of BMPs for consideration under this section.

(1) Permeable pavements consisting of porous concrete and asphalt surfaces; or permeable interlocking concrete pavers, shall receive credit for their effectiveness in reducing site runoff by all of the following:

- a. When the depth of subbase provided is at least 16 inches and the void ratio of the subbase aggregates is at least 30%, and any required underdrains are 4 inches diameter or less, then detention and retention requirements of § 203 shall be considered as provided for the area of the pavement so designed. Inclusions of up to 25% of the pavement area which consists of non-permeable surface materials which drains onto the permeable pavement shall be allowed and will not be deducted from the application provided the subbase is consistent with the above requirements.
- b. The verifiable differential in permeable pavement cross-section costs compared to non-permeable pavements may be considered as an offset payment for any remaining fee-in-lieu of site runoff storage calculated in accordance with Article 13. The differential costs may include increased excavation and subbase material and the cost differential of surfaces, provided that the administrator approves the conventional pavement cross-section.

(2) Rain gardens and rain garden-infiltration trench systems shall receive credit for both their effective reduction site runoff and/or fee-in-lieu of storage by all of the following.

When the surface area of the rain garden or rain garden infiltration trench represents at least 15% or more of the impermeable surface area draining thereto, the depth of the ponding is no greater than 18 inches, and any required underdrains are 4 inches in diameter or less, then all of the site retention storage of 203(g) and one half of the site runoff storage requirements (detention) will be considered satisfied for those portions of the site comprising the surface area of the rain garden and the surface area of the site draining thereto. § 1301 (d) Offset payments calculated in accordance with § 203 (n) shall be considered as payments received and disbursed in accordance with § 1301 (a) – (c).

Passed by the Kane County Board on November 10, 2009.

John Cunningham, Clerk
Kane County Board
Kane County

Karen McConnaughay, Chairman
Kane County Board
Kane County

Vote:
Yes _____
No _____
Voice _____
Abstentions _____

City of St. Charles, IL
Ordinance No. 2013-M-_____

An Ordinance Amending Title 18, “Stormwater Management” of the St. Charles Municipal Code

WHEREAS, The City has previously approved a comprehensive amendment to Title 18, “Stormwater Management”.

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 18, “Stormwater Management” be deleted in its entirety and replaced by the following:

See Exhibit A

2. That after the adoption and approval hereof this Ordinance shall be (i) 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 4th day of November 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of November 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this 4th day of November 2013.

Raymond P. Rogina

Attest:

City Clerk/Recording Secretary

Ordinance No. 2013-M-_____

Page 2 of 3

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

Exhibit A

(Title 18, “Stormwater Management” of the St. Charles Municipal Code)

STORMWATER MANAGEMENT

Title 18

STORMWATER MANAGEMENT

Chapters:

18.04.010 Stormwater Management Ordinance

STORMWATER MANAGEMENT ORDINANCE

Chapter 18.04

STORMWATER MANAGEMENT ORDINANCE

Sections:

18.04.010 Stormwater Management Ordinance – Adopted – Modifications.

18.04.010 Stormwater Management Ordinance – Adopted – Modifications.

The provisions of the Kane County Stormwater Management Ordinance, adopted by the Kane County Board on November 14, 2000, revised October 9, 2001, revised October 12, 2004, and revised August 22, 2008, revised November 10, 2009 effective January 1, 2010, not less than three copies of which have been and now are filed in the Office of the Clerk of the City of St. Charles, Illinois, are hereby adopted in total, with the exception of the special regulations listed below which supplement and replace the concurrent sections of the Kane County Stormwater Management Ordinance as the regulations governing any activity that affects stormwater runoff or involves stormwater management. This Ordinance and the amendments noted hereafter shall become effective immediately.

Amendments to the Kane County Stormwater Management Ordinance.

- A. Article 202.b is deleted in its entirety and the following inserted therefore:
“Minor stormwater systems shall be sized to convey runoff from the tributary watershed under pre-development or fully developed conditions as may create the greatest amount of runoff. The recurrence frequency for design purposes shall be the 10-year event. The rainfall data shall be from ISWS Bulletin 70. Inlet capacity shall generally be provided such that depth of ponding does not exceed 6 inches to facilitate the 10-year event. Pipe capacity shall generally be provided such that the calculated hydraulic grade line does not exceed the top of pipe elevation.”
- B. Article 203.h.10 shall be appended to Article 203.h. and shall read as follows:
“Paved parking lots may not be utilized to provide any portion of the required site runoff storage volume.”
- C. Article 500.c is deleted in its entirety and the following inserted therefore:
“Permit Fees – Schedule.
The following schedule of fees is established for the filing and review of all stormwater permit applications and the inspection of construction or maintenance activities related to required improvements:
 1. Filing fee (payable when permit application is filed) fifty (\$50.00) dollars.
 2. Reimbursement for professional services:
 - a. Recording fees.
 - b. Fees for attorney’s review and negotiations in connection with the filing, review and construction of the project.
 - c. Fees for consultant’s review and consultation in connection with the filing, review and construction of the proposed work including meetings and associated tasks. Consultants may include but are not to be limited to Engineers and Wetland specialists.
 3. Reimbursement for City staff review: Cost per productive work hour of each City staff member involved in reviews, meetings, inspections or any associated task relative to a stormwater permit application. The applicant shall pay all fees within 30 days of invoice by the City subsequent to performance of said tasks. Any dispute of payment shall be sent in

STORMWATER MANAGEMENT ORDINANCE

writing to the Administrator within 30 days of invoice by the City. Failure to respond within the 30 day period shall result in a default of permit obligation and allow the Administrator to revoke the permit.”

- D. Article 902 is deleted in its entirety and the following inserted therefore:

“Variances – Application Fee.

The following schedule of fees is established for the filing and review of all stormwater permit variances and the activities related to said request:

1. Filing fee (payable when variance application is filed) fifty (\$50.00) dollars:
2. Reimbursement for professional services:
 - a. Recording fees;
 - b. Fees for attorney’s review and negotiations in connection with the filing, review and construction of the application.
 - c. Fees for consultant’s review and consultation in connection with the filing review of the application including meetings and associated tasks. Consultants may include but are not limited to Engineers and Wetland specialists.
3. Reimbursement for City staff review: One and one-half times the hourly rate or pro rata salary of each City staff member involved in reviews, meetings, inspections or any associated task relative to a variance application.

The applicant shall pay all fees within 30 days of invoice by the City subsequent to performance of said tasks. Any dispute of payment shall be sent in writing to the Administrator within 30 days of invoice by the City. Failure to respond within the 30 day period shall result in a default of petitioner obligation and allow the Administrator to cease consideration of the variance or revoke any permit granted including the subject variance.”

- E. Article 703.a is deleted in its entirety and the following inserted therefore:

“Any person found guilty of an offense under this ordinance shall pay a civil fine in an amount not less than \$50 and not more than \$1,000. Each calendar day during which such violation continues to exist shall constitute a separate offense. In addition to the penalties provided in this Chapter, the City may recover reasonable attorney’s fees, court costs, court reporter fees and other expenses of litigation by appropriate suit against the person found to have violated this chapter or the rules, regulations, permits or orders issued hereunder.”

- F. Article 1201.a.3 is deleted in its entirety and the following inserted therefore:

“An irrevocable letter of credit in favor of the permitting authority, or such other adequate security as the Administrator may approve, in an amount equal to 115% of the approved estimated probable cost to complete the construction of any required stormwater facilities.”

- G. Article 1300.a.1 is deleted in its entirety and the following inserted therefore:

“The cost of otherwise providing the required storage considering land cost valued according to the use to which it will ultimately be put if not used to provide the required storage. This cost shall be solely determined by the Administrator. Challenges to land valuation and land area requirements are not considered in this ordinance. The Administrator’s decision is final relative to this ordinance.”

- H. Article 202.n shall be appended to Article 202 and shall read as follows:

“Fences.

1. Fences within drainage routes: Fences shall not be permitted where they impede the flow of storm water, or drainage.
2. Fences within easements: If the fence lies within an easement which contains drainage rights, a minimum vertical clearance of four (4”) inches from the ground surface to the bottom of the fence must be maintained. The vertical clearance shall be maintained for the entire length of that portion of the fence that is installed in or across the Easement. Requests for a variance to

STORMWATER MANAGEMENT ORDINANCE

the four (4") inch vertical clearance requirement shall be submitted and will be considered in accordance with Section 202.k.2.a. Applications for fences installed in or across an easement containing drainage rights shall have an affidavit and release attached, prepared by the property owner, stating that he has read the requirements for fences located in easements and that he agrees to comply with them and that he does for himself, his heirs, successors and assigns indemnify and hold harmless the City from any liability asserted by others in connection with the placement of the fence and that they permit the removal of any fence or any other structure or form of landscaping within the easement area by the City if the fence or landscaping impedes the flow of storm water or drainage. The affidavit may be recorded at the owner's expense by the City in the County Recorder of Deeds Office. In the event the City shall determine it necessary to excavate or have access across the easement, the owner shall remove the fence at the City's direction and in the event of failure thereof, the City may remove the same at owner's expense and the City shall not be required to replace same.

3. Variance Procedure:

- a. A variance to the four (4") inch vertical clearance requirement for fences within easements containing drainage rights will be considered subsequent to field observations performed by the City confirming the reasonable nature of the requested variance and submittal of the following:
 - i. Written request explaining the need for a variance and the hardship which results from compliance with the four (4") inch clearance requirement. Specify the vertical clearance (i.e., 1", 2", 3") which would not create a hardship.
 - ii. Details of the proposed fence with a calculation of the percent of open surface area which will allow free flow of surface run-off.
 - iii. Affidavit and release certificate in accordance with the attached Exhibit 202.k.2.a.iii.
- b. The following situation will allow a zero (0") inch vertical clearance to be considered for those sections of the fence within an easement:
 - i. Fence parallel to the flow.
 - ii. Fence skewed or perpendicular to the flow with all of the following conditions satisfied:
 - Flow is classified as side lot line or minor rear lot line flow.
 - 50% of the fence surface area must be open and will allow free flow of surface run-off.
 - The minimum "opening" in a fence shall be able to pass a one (1") inch diameter sphere to be considered "open surface area."
- c. The following situation will allow a two (2") inch vertical clearance to be considered for those sections of the fence within an easement:
 - i. Fence parallel to the flow.
 - ii. Fence skewed or perpendicular to the flow with all of the following conditions satisfied:
 - Flow is classified as side lot line, minor rear lot line, major rear lot line, or 100-year block overflow.
 - 50% of the fence surface area must be open and will allow free flow of surface run-off.
 - The minimum "opening" in a fence shall be able to pass a one (1") inch diameter sphere to be considered "open surface area."
- d. The following situation will terminate any consideration for a variance:

STORMWATER MANAGEMENT ORDINANCE

- i. Fence around a storm water management basin or perpendicular to the emergency overflow route of a storm water management basin.
 - ii. Fences shall not be permitted where they impede the flow of storm water or drainage.
 - e. Notwithstanding any guideline given herein the Director of Public Works may deny or approve any variance which in the interest of public health and safety he/she feels is appropriate.
 4. Definitions:
 - a. Side lot line flow—Rainfall run-off which accumulates and is conveyed along the side lot line and has an upstream tributary area of one (1) acre or less.
 - b. Minor rear lot line flow—Rainfall run-off which accumulates and is conveyed along the rear lot line and has an upstream tributary area of one (1) acre or less.
 - c. Major rear lot line flow—Rainfall run-off which accumulates and is conveyed along the rear lot line of a lot or lots and has an upstream tributary area of more than one (1) acre.
 - d. 100 year block overflow—The 100 year overflow route by which run-off would be conveyed in extreme rainfall events or failure of the storm sewer/drainage systems, as identified by the Director of Public Works or his designee.”
- I. Article 1004 – Oversight Committee – shall be amended by appending the following sentence and shall read as follows:

“The oversight committee for the City of St. Charles shall be the City Council of the City of St. Charles.”
- J. Article 1000.b – Responsibility for Administration – shall be amended by appending the following sentence and shall read as follows:

“The administrator for the City of St. Charles shall be the Director of Public Works of the City of St. Charles.”
- K. Article 803.e. shall be appended to Article 803 and shall read as follows:
 1. The site runoff storage requirements for the following exempt projects shall be calculated in accordance with the procedures set forth in this Article 803.3(e):
 - a. Exempt project No. 10, CMD Midwest Unit 1 (SSA #7) (Doc. 1915404).
 - b. Exempt project No. 11, CMD (SSA #5) (Ord. 1984-M-20).
 - c. Exempt project No. 13, CMD (SSA #4) (Ord. 1984-M-21).
 2. Off-site regional stormwater detention has been provided for the three exempt projects and SSA areas noted above. The required off-site detention was calculated based on a “design percentage impervious surface”, with said “design percentages” as follows:
 - a. Exempt project No. 10, CMD Midwest Unit 1 (SSA #7) (Doc. 1915404): 61.66%
 - b. Exempt project No. 11, CMD (SSA #5) (Ord. 1984-M-20): 56.67%
 - c. Exempt project No. 13, CMD (SSA #4) (Ord. 1984-M-21): 56.67%
 3. When development causes the percentage of impervious surface for any single lot to exceed the design percentage noted above, site runoff storage shall be provided in accordance with the requirements set forth in the nomograph provided as Figure 7 of the Kane County Technical Guidance Manual (page 30). The required volume shall be determined by establishing an initial volume utilizing said Figure 7, based on the development proposal, and crediting the off-site regional detention design percentage against that initial volume.
 4. For illustrative purposes only: a site in SSA #7 with a proposed 65.3% imperviousness, which is greater than the 61.66% imperviousness that the site was originally designed to accommodate in the regional detention facility. Using said Figure 7 (0.10 cfs/acre release rate), 65.3% hydraulically connected imperviousness translates to 0.44 ac-ft./acre to be provided. However, using Figure 7 (0.1 cfs/acre release rate) at the “original design

STORMWATER MANAGEMENT ORDINANCE

percentage impervious surface” of 61.66% imperviousness, 0.425 cfs/acre is to be “credited”. For a 2.5 acre site, 2.5 acres x 0.44 acre-ft./acre = 1.1 ac-ft. should be provided, but 2.5 acres x 0.425 acre-ft./acre = 1.06 ac-ft. are credited. It is seen that (1.1 – 1.06), or 0.04 ac-ft. is to be provided on-site for this example.

- L. Article 1102.a is deleted in its entirety and the following inserted therefore:
“the agreement of the corporate authorities of the community to adopt, if certified, this ordinance by reference;”
- M. Article 803.d. shall be appended to Article 803 and shall read as follows:
“The following list of projects defined by Tax Assessment P.I.N. numbers, Subdivision Plat recorded document number or City Ordinance shall be considered exempt from the Kane County Stormwater Management Ordinance:
1. Allendale Court (PIN 09-36-300-017 & 016 Doc. 99K085473)
 2. Brownstone (Ord. 2000-Z-23)
 3. IL 64 – Smith Road Subdivision (Ord. 1990-M-84)
 4. Majestic Oaks (Ord. 1999-M-26)
 5. 2900 East Main – St. John Neumann Site (Ord. 1999-M-97)
 6. Hunt Club Village (Ord. 1999-Z-22)
 7. Shanahan Industrial Park (Ord. 1998-M-97)
 8. Hidden Glen (Ord. 2001-Z-6)
 9. Colomba Subdivision (Ord. 1993-Z-30)
 10. CMD Midwest Unit 1 (SSA #7) (Doc. 1915404)
 11. CMD (SSA #5) (Ord. 1984-M-20)
 12. Main Street Commons (Ord. 2000-Z-1)
 13. CMD (SSA #4) (Ord. 1984-M-21)
 14. 1411 East Main – McGrath (Westerly 350 feet of PIN 09-26-302-007)
 15. Sir Edward Court (Doc. 98K11909)
 16. Sunshine Lighting (PIN 09-29-400-059 Doc. 97K069944)
 17. Foxfield Commons P.U.D. (Doc. 98K054224)
 18. CDH (Undeveloped) (Doc. 98K011297)
 19. Harrison (Undeveloped) (PIN 09-25-152-002 Doc. 91K05745 except Foxfield Commons Doc. 98K054224)
 20. Viewpointe (Ord. 1992-Z-11)
 21. Randall Road Comm. Ph. 1 & 2 / Tri-City Plaza (Ord. 1999-Z-19, 2000-Z-24, 1997-Z-10)
 22. Harvest Hills (Ord. 1999-M-50)
 23. Renaux Manor (Ord. 1997-M-35)
 24. Artesian Springs (Ord. 2000-M-65)
 25. Meijer (Ord. 1999-M-24)
 26. Charlestowne Mall (Ord. 1988-Z-10)
 27. Wind Hill Office Park (Ord. 1997-M-93)
 28. Oak Crest (Ord. 1998-M-64)
 29. USPS (Ord. 2001-M-9)
 30. Foundry Business Park (Ord. 1997-M-44)
 31. Traditions of St. Charles (Ord. 1998-M-63)
 32. Woods of Crane Road (Ord. 1998-M-63)
 33. River’s Edge/Silver Fox Farm (Ord. 2000-M-5)
 34. Stuart’s Crossing – Amli at St. Charles (Ord. 1997-M-110)

STORMWATER MANAGEMENT ORDINANCE

35. Steiner Electric (Ord. 1999-M-20)
36. Stuart's Crossing – Hamilton Commercial (Ord. 1997-M-110)
37. East Gate Commons (Ord. 2001-Z-32)
38. Old Second Bank (Ord. 2001-Z-25)
39. 530 Dunham Road (St. Charles Veterinary Clinic) (PIN 09-26-276-010 and see legal description hereafter)
40. Wickman Property (PIN 09-26-276-022 and see legal description hereafter)
41. Holiday Inn Express (Part of PIN 09-26-327-003 and see legal description hereafter)
42. Salvation Army (See legal description attached hereafter)
43. Heritage Square (Ord. 2000-M-64)
44. Del Nor Townhomes (Ord. 2001-Z-38)
45. Woods of Del Nor (Resolution 2001-49)
46. Mid America Bank Subdivision (Ord. 2001-Z-27)
47. Benchmark Bank (Ord. 2001-M-44)
48. Amcore Bank (Ord. 2001-Z-35)
49. City of St. Charles Well 13 (See legal description attached hereafter)
50. City of St. Charles Salt Dome (West)
51. Porter Business Park (See legal description attached hereafter)
52. Lincoln Professional Center (See legal description attached hereafter)
53. West Side Parking Deck
54. Pheasant Run Trail/East Main Retail (See legal description attached hereafter (Ord. 2009-M-15 § 1; Ord. 2008-M-74 § 1.)

Stormwater Management Ordinance Legal Descriptions

39. 530 Dunham Road (St. Charles Veterinary Clinic) 09-26-276-010

Legal Description: Lot 2, Dunham east, Unit #1 in the City of St. Charles, Kane County, Illinois.

40. Wickman Property 09-26-276-022

Legal Description: The southerly 213.88' measured along the west side and the southerly 222.63' measured along the east side of Lot 1 of Fox Field Square Unit 1 subdivision.

41. Holiday Inn Express Subdivision 09-26-327-003- Part of this lot

Legal Description: That part of Lot 17 in Block 6 of SURREY HILL, being a subdivision of part of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded July 21, 1965 as Document R1050247 as amended by Certificate of Correction recorded August 26, 1965 as Document No. 1052710, bounded by a line described as follows; Commencing at the most Westerly Northwest corner of said Lot 17; thence Southeasterly along a curved Westerly line of said Lot 17, being an arc of a circle convex to the Northeast, having a radius of 420.00 feet, an arc distance of 94.60 feet to the Point of Beginning of the parcel to be described; thence North 55°58'17" East, tangent at right angles to the last described curved line, 104.61 feet; thence South 89°32'02" East along a line which is 112.62 feet South of and parallel with the North line of Lot 17, as aforementioned, 204.55 feet; thence South 00° 27' 58" West 167.63 feet; thence North 89° 32' 02" West, parallel with the North line of said Lot 17, a distance of 196.14 feet; thence South 74° 05' 48" West 39.41 feet to a point on a curved Westerly line of said Lot 17; thence Northwesterly along said curved Westerly line, being an arc of a circle convex to the Northeast, tangent at right angles to the last described line and having a radius of 420.00 feet arc distance of 132.86 feet to the Point of Beginning, in Kane County, Illinois.

STORMWATER MANAGEMENT ORDINANCE

42. Salvation Army

Legal Description: That part of the Southwest $\frac{1}{4}$ of Section 35, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the Northeasterly line of Seventh Ave. South with the Northwesterly line of Thirteenth Avenue South as established on the Plat of Rolling Hills Manor Section 1; Thence North 53 degrees, 09 minutes east along the Northwesterly line of said Thirteenth Avenue South, 188.39 feet to a point of curve; Thence Northerly along said Northwesterly line of a curve to the left having a radius of 230.33 feet and being tangent to the last described course at the last described point 240.8 feet; Thence North 89 degrees, 51 minutes West 143.46 feet; Thence South 53 degrees 09 minutes West 270.28 feet to the Northeasterly line of said Seventh Avenue South; Thence South 35 degrees, 37 minutes East along said Northeasterly line 200 feet to the Point of Beginning, in the City of St. Charles, Kane County, Illinois.

49. City of St. Charles Well 13

Legal Description: This is to certify that the plat hereon drawn is a correct representation of that part of the Southeast Quarter of Section 29 and part of the Northeast Quarter of Section 32, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of said Northeast Quarter; thence easterly along the north line of said Northeast Quarter 620.77 feet to the east line of a tract of land conveyed to Clarence and Rosella Ehl by Deed recorded as Document 868277; thence southerly along said east line forming an angle of $96^{\circ}16'$ with said north line (measured clockwise therefrom) 70.40 feet to the southeast corner of said Ehl tract for a point of beginning; thence northerly along said east line 70.40 feet to the southwest corner of a tract of land conveyed to Michael and Lucille Scotella by Deed recorded as Document 1372016; thence easterly along the south line of said Scotella tract, being along the north line of said Northeast Quarter 171.03 feet to the southeast corner of said Scotella tract; thence northerly along the east line of said Scotella tract forming an angle of $96^{\circ}16'$ with said north line (measured clockwise therefrom) 281.51 feet to the center line of Illinois State Route No. 64; thence easterly along said center line forming an angle of $90^{\circ}09'17''$ with the last described course Scotella tract 279.36 feet to the north line of said Northeast Quarter; thence southerly at right angles to said north line 235.57 feet; thence westerly parallel with said north line 414.21 feet to the west line of said Ehl tract extended southerly; thence northerly along said extended west line forming an angle of $87^{\circ}00'$ with the last described course (measured counter-clockwise therefrom) 165.82 feet to the southwest corner of said Ehl tract; thence easterly along the south line of said Ehl tract forming an angle of $87^{\circ}00'$ with said west line (measured clockwise therefrom) 206.70 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois and containing 2.000 acres as shown. All distances are given in feet and decimal parts thereof.

50. Porter Business Park

PARCEL ONE:

Legal Description: That part of the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point of the west line of said Southeast Quarter, 199.8 feet north of the Point of Intersection of said Quarter Section line with the northerly line of the right-of-way of the Chicago and Great Western Railway Company, thence north along the west line of said Quarter Section, 185 feet to a point 552 feet south of the northwest corner of said Southeast Quarter; thence east, 336.0 feet to the westerly line of North 12th Street extended; thence southerly along said westerly line of North 12th Street extended, 389.70 feet to the northerly right-of-way line of the Chicago and Great Western Railway Company, thence North 89 degrees 10 minutes 00 seconds West along said northerly line, 336 feet to the west line of said Southeast Quarter; thence north along said west line, 10 feet; thence South 89 degrees 10 minutes 00 seconds East, parallel with said northerly right-of-way line, 90 feet; thence north, parallel with the west line of said Southeast Quarter, 191.1 feet; thence west 90 feet to the Point of Beginning, in the Township of St. Charles, Kane County, Illinois.

STORMWATER MANAGEMENT ORDINANCE

PARCEL TWO:

That part of the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of said Southeast Quarter; thence south along the west line of said quarter, 552 feet; thence east, 396 feet to the easterly line extended of North 12th Street, for a Point of Beginning; thence east, 528 feet; thence South 1 degree 06 minutes 00 seconds East, 398 feet to the northerly line of the main line of the right-of-way of the Chicago and Great Western Railway Company, thence westerly along the northerly line of the Chicago and Great Western Railroad Company to the east line extended of said North 12th Street; thence northerly along said extended easterly line to the Point of Beginning, in the Township of St. Charles, Kane County, Illinois.

PARCEL THREE:

That part of the South Half of Section 28, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section 28, thence South 0 degrees 01 minute 48 seconds West along the north-south Quarter Section line, 532.0 feet; thence South 89 degrees 58 minutes 12 seconds East at right angles to the last-described course, 366.0 feet for a Point of Beginning; thence southerly, parallel with said quarter line to a line drawn parallel with and 20.0 feet South 0 degrees 01 minute 48 seconds West of the last-described course; thence North 89 degrees 58 minutes 12 seconds West, 366.0 feet to said north-south Quarter Section line; thence North 89 degrees 09 minutes 12 seconds West, 459.36 feet to the southeast corner of Moore's Second Subdivision, St. Charles, Illinois; thence North 0 degrees 01 minutes 48 seconds East along the east line of said subdivision, 20.0 feet to a line drawn parallel with and 20.0 feet North 0 degrees 50 minutes 48 seconds East of the last-described course, thence South 89 degrees 09 minutes 12 seconds East to a line drawn North 89 degrees 58 minutes 12 seconds West from the Point of Beginning, thence South 89 degrees 58 minutes 12 seconds East to the Point of Beginning, in the City of St. Charles, Kane County, Illinois.

PARCEL FOUR:

That part of the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of said Southeast Quarter, thence south along the west line of said quarter, 552 feet, thence east, 336 feet to the westerly line extended of North 12th Street for the Point of Beginning, thence continuing east along the last-described line, 60 feet to the easterly line extended of North 12th Street; thence south along said easterly line to the southerly line of the right-of-way to the Chicago and Great Western Railway Company, thence west along said southerly line, 50 feet to said westerly line extended of North 12th Street; thence north along said westerly line to the Point of Beginning, in the Township of St. Charles, Kane County, Illinois.

PARCEL FIVE:

That part of the Southeast Quarter of Section 28, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the west line of said Southeast Quarter, 10 feet north of the Point of Intersection of said Quarter Section line with the northerly line of the right-of-way of the Chicago and Great Western Railway Company, thence South 89 degrees 10 minutes 00 seconds East, parallel with said northerly railway right-of-way line, 90 feet; thence north, parallel with the west line of said Quarter Section, 191.1 feet; thence west, 90 feet to a point on the west line of said Quarter Section, 189.8 feet north of the Point of Beginning; thence south along said west line, 189.8 feet to the Point of Beginning, in the Township of St. Charles, Kane County, Illinois.

52. Lincoln Professional Center

STORMWATER MANAGEMENT ORDINANCE

Legal Description: That part of the Southwest $\frac{1}{4}$ of Section 32, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 32, thence South 88 degrees 34 minutes 0 seconds West along the North line of said Southeast $\frac{1}{4}$, 1331.9 feet; thence South 0 degrees 19 minutes 0 seconds East 520.5 feet to the center line of a highway; thence South 87 degrees 26 minutes 0 seconds West along said center line 1613 feet for the Point of Beginning; thence North 87 degrees 26 minutes 0 seconds East along the center line of said highway 100 feet; thence North 1 degree 13 minutes 0 seconds East to the North line of the Southwest $\frac{1}{4}$ of said Section; thence South 88 degrees 34 minutes 0 seconds West along said North line to a line drawn North 1 degree 13 minutes 0 seconds East from the Point of Beginning; thence South 1 degree 13 minutes 0 seconds West to the Point of Beginning; (except that part lying Southerly of a line 60 feet Northerly of, measured at right angles, the center line of F. A. Route 7); in the Township of St. Charles, Kane County, Illinois.

54. East Main Retail/Pheasant Run Trails

Legal Description: Lot 1 in Unit Number 1C, the 'St. Charles' Illinois Industrial Development of the Central Manufacturing District, Being a Resubdivision in the East $\frac{1}{2}$ of Section 25, Township 40 North, Range 8 East of the Third Principal Meridian, except that part described as follows: Commencing at the most Northwesterly corner of said Lot 1 for a Point of Beginning; thence South 64 degrees 09 minutes 55 seconds West, 159.79 feet; thence South 06 degrees 07 minutes 03 seconds West, 457.62 feet; thence South 83 degrees 52 minutes 57 seconds East, 413.00 feet; thence North 06 degrees 07 minutes 03 second East, 563.72 feet to a point on an arc of a curve to the right having a radius of 20,322.06 feet, subtending a chord bearing of North 88 degrees 24 minutes 52 seconds West for an arc distance of 104.85 feet to a point of tangency; thence North 88 degrees 16 minutes 00 seconds West, 173.40 feet to the Point of Beginning, containing 33.1370 acres in the City of St. Charles, Kane County, Illinois.

That part of the Southwest Quarter of Section 19 and part of the Northwest Quarter of Section 30, Township 40 North, Range 9 East of the Third Principal Meridian described as follows: Beginning at the Northwest corner of Lot 39, Wayne Township Supervisors Assessment Plat Number One. Being a part of the East half of Section 30. Township 49 North, Range 9. East of the Third Principal Meridian, DuPage County, Illinois; thence Westerly along the South line of the North half of said Northwest Quarter, as monumented, 16.0 feet for a Point of Beginning; thence continuing Westerly along said South line 1328.88 feet to a North and South fence line; thence Northerly along said fence line forming an angle of 89 degrees 11 minutes 26 seconds with the last described course (measured counter-clockwise therefrom) 774.85 feet to the center line of Smith Road; thence Northeasterly along said center line forming an angle of 123 degrees 15 minutes 53 seconds with the last described course (measured counter-clockwise therefrom) 1030.40 feet to an angle in said center line: thence Northeasterly along said center line forming an angle of 178 degrees 42 minutes 02 seconds with the last described course (measured counter-clockwise therefrom) 598.37 feet to the Northwest corner of Groenings Assessment Plat, Wayne Township, DuPage County, Illinois: thence Southerly along the West line and said West line extended of said Groenings Assessment Plat, forming an angle of 57 degrees 16 minutes 17 seconds with the last described course (measured counter-clockwise therefrom) 304.62 feet to the Southeast corner of said Southwest Quarter: thence Southerly along the East line of said Northwest Quarter forming an angle of 179 degrees 53 minutes 12 seconds with the last described course (measured counter-clockwise therefrom) 1317.38 feet to a point on said East line that is 16 feet Northerly of the Northwest corner of said Lot 39: thence Southwesterly 22.96 feet to the Point of Beginning in Wayne Township, DuPage County, Illinois.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to waive the formal bid process and award purchase of eight Capacitor Bank units from Wesco in the amount of \$175,000
Presenter:	Tom Bruhl

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$175,000	Budgeted:	YES	X	NO	
-----------------	-----------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

Installation of capacitor banks was a recommendation from our 10 Year Study. In November, 2012, the City deployed the first new capacitor bank on Stern Avenue. The unit had the desired impacts of lowering total power (KVA) on the line and supporting system voltage. In 2013, we deployed an additional 10 units with similar positive results. Using historical data from our SCADA system, we have determined eight additional installations that would have similar positive effects for our distribution system. The City went out for quotes for this highly engineered, custom product and got a variety of responses. Wesco (representing ABB) was the low quote supplier who met all technical requirements.

Attachments: *(please list)*

Quote tabulation sheet, Bid Waiver

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the formal bid process and award purchase of eight capacitor banks units from Wesco in the amount of \$175,000.

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

ABB
C/O WESCO Distribution
200 E. Lies Road
Carol Stream, IL 60188

For the purchase of: Capacitor Banks

At a cost not to exceed: \$175,000

Reason for the request to waive the bid procedure: Unique engineered product. Obtained multiple quotes from different manufacturers.

Other Quotations Received: Cooper, Gilbert, and Federal Pacific

Date: 10/28/13

Requested by: T. Bruhl

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

2013 Capacitor Bank Pricing Sheet

Product	Qty.	Cooper	ABB	Gilbert	FPE	Notes/Comments
Loop-Feed Padmount 600 kVAR with 2-600 amp loadbreak manual switches		N/A	N/A	\$53,150.00	N/A	Will Provide a Quote as Needed!
Lead Time			14 - 16 Weeks	16 - 18 Weeks	18 - 20 Weeks	
Loop-Feed Padmount 1200 kVAR with 2-600 amp loadbreak manual switches	3	\$41,200.00	\$41,280.00	\$55,625.00	\$46,799.00	<u>Cooper does not meet spec.</u> <u>ABB offers lowest Quote Price!</u>
Lead Time			14 - 16 Weeks	16 - 18 Weeks	14 - 16 Weeks	
Overhead Pole Mount 600 kVAR	4	\$11,015.00	\$9,900.00	\$11,705.00	No Bid	<u>ABB offers lowest QUOTE Price!</u>
Lead Time		12 - 13 Weeks	12 - 14 Weeks	8 - 9 Weeks	N/A	
Overhead Pole Mount 1200 kVAR	1	\$12,365.00	\$11,560.00	\$13,020.00	No Bid	<u>ABB offers lowest QUOTE Price!</u>
Lead Time		12 - 13 Weeks	12 - 14 Weeks	8 - 9 Weeks	N/A	
Radial-Feed Padmount 1200 kVAR		TBD	TBD	TBD	TBD	Will Provide a Quote as Needed!
Lead Time						
TOTAL		\$180,025.00	\$175,000.00	\$226,715.00	\$140,397.00	<u>ABB offers lowest QUOTE Price for Ovhd & Padmount Caps!</u>
Lead Time						

City of St. Charles

All above pricing does not include the electronic capacitor control unit. CG Automation \$1300.00 each for total of 9 units = \$11,700.00.

*Please provide additional information in comments section, if there is reduced pricing for quantities and at what quantity value. **Only ABB!***

 ST. CHARLES <small>SINCE 1834</small>	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:	Recommendation to Proceed with Installation of an Electric Vehicle Charging Station				
	Presenter:	Tom Bruhl				
<i>Please check appropriate box:</i>						
	Government Operations		X	Government Services	10.28.13	
Estimated Cost:	\$13,000	Budgeted:	YES		NO	X
If NO, please explain how item will be funded: General Fund Transfer						
Executive Summary:						
<p>Deployment of an electric vehicle (EV) charging station can serve the City's economic development interests and reinforce our green image. Nearby installations have been successful. A State of Illinois rebate makes installation financially attractive at this time. The City has investigated installation of an EV charging station in the past. Due to the cost of the installation, the resistance to dedicating prime parking spots, and the uncertainty over how often such would be used, the concept was not pursued. The decision was made to wait and see how Kane County and Naperville fared with their charging stations.</p> <p>The (EV) population is on the incline. Kane County and Naperville have successfully deployed electric car charging stations with positive results with respect to frequent utilization. Staff has spent a fair amount of time conversing with people in the industry and with EV owners. It is clear that the location of charging stations is something that is well communicated within the EV community. Hence, installation within the downtown St. Charles area has a good opportunity to attract EV owners. There are a number of charging stations on the market. After reviewing a number of alternatives, it became clear that having a charging station that was connected via communications to a central control system offers access to critical information. To be able to judge economic development success, data with regard to the frequency of use, times of use, and average duration of use are vital. Charging stations can be free to the user, or can be connected to a pay system. Naperville and Kane County have chosen the free charging station model. The KWH consumption is not significant with respect to the monthly cost of the energy. The pay systems require people to subscribe to a service and appear to be much less popular in the EV community.</p> <p>Staff has acquired quotations from the same vendor that Kane County selected, Carbon Day, for a dual charger 240V standard interface station. The quotes include a "networked" station that has two way communication and can provide the usage data that we value. Other "free to user" units did not offer this capability. The cost of a charging station with two cords is \$7,650. The cost of installation will vary based on where the City would decide to place the unit, but \$5,000 is a fair estimate, bringing the total cost to approximately \$13,000. The current recommendation is to place the unit on the 4th floor of the First Street Parking Deck. Through a DCEO grant, which the vendor is willing to help us prepare, we would be eligible for 50% rebate up to \$7,500. Based on the \$13,000 estimate, our rebate would be \$6,500. The very lucrative grant funding was not apparent at FY14 budget preparation time. This item is not in the Electric Utility budget. If approved, a budget addition will be processed to make the funds available.</p>						
Attachments: <i>(please list)</i>						
None						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Recommendation to proceed with the installation of an electric vehicle charging station.						
<i>For office use only:</i>		<i>Agenda Item Number: 4.d</i>				



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of 2013-2014 Snow and Ice Control Program

Presenter: Chris Adesso

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES	X	NO	
-----------------	-----	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

Once again, City Staff is prepared to deliver safe road conditions to our community during the 2013-2014 Winter Season. The foundation of our successful Snow and Ice Program has been the ability to mobilize our equipment and personnel to react to many types of storm events including light snows, ice storms and heavy/long-lasting snow events. Plowing and deicing operations start with main routes, connector roads, school zones and Downtown areas, which affect the majority of traffic and emergency routes. Once these areas are cleared and safe for travel, City crews and contractors will be directed to neighborhood streets, cul-de-sacs, alleys and parking lots. Staff maintains 15 heavy-duty plows, 11 light-duty plows, 3 brine distribution trucks and several sidewalk machines that are always ready to react for fast and effective service. City staff will also utilize five separate outside firms to assist with snow clean-up operations to assure a diverse response.

In the last few years, we made some key modifications to our Snow Program, which proved to be a success. Building on that success, we will continue to analyze and revise management goals, control material usage, define and utilize contractual services, increase brine (“Pre-Wetting”) applications and monitor weather with a Computerized Forecasting System (Telvent DTN). With these advances in place, and in particular the success of the brine operation, Staff will continue to evaluate the proper use of materials for each snow/ice event including salt, brine and Thermopoint.

Attachments: *(please list)*

None

Recommendation / Suggested Action *(briefly explain):*

For Information Only. Questions, Discussion and Feedback from Council.

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



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Letter of Agreement with St. Charles Township regarding Snow/ Ice Control
--------	-----------------------------------------------------------------------------------------------------

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

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council
	Public Hearing		

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

If NO, please explain how item will be funded:

Executive Summary:

For many years the City and St. Charles Township have mutually agreed to provide snow and ice services for streets under the jurisdiction of the other political body. This cooperation was based on where the delivery of service made practical sense. For example, St. Charles Township performed snow/ice control along the City ROW Dover Hill Court, located at the north end of the Crane Road Estates Subdivision, and we performed snow/ice control along the Township ROW Toni and Bonnie Streets, located along Kautz Road. This letter of agreement addresses in writing the understanding and also addresses liability, along with establishing a five (5) year term. Please understand City legal counsel drafted the liability language included in the agreement.

Attachments: *(please list)*

St. Charles Township Snow Plow Agreement

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an Agreement regarding Snow/Ice Control between the City of St. Charles and St. Charles Township.

For office use only:

Agenda Item Number: 4.e.ii



#1 City for Families
by FamilyCircle® 2011

October 8, 2013

Ronald C. Johnson, Highway Commissioner
St. Charles Township Road District
1725 Dean Street
St. Charles, IL 60174-1691

Re: Snow Plow Agreement

Dear Commissioner Johnson:

This letter serves to confirm our agreement regarding salting and plowing of snow for a five (5) year contract period from 2013 through the 2018 winter snow seasons.

It is agreed that St. Charles Township ("Township") will plow Peck Road from the bike path on the north to Illinois Route 64; all of Oakwood Drive in the Rainbow Hills sub-division; and Crane Road, from Illinois Route 31 to the entrance of Crane Road Estates. Under a separate agreement, St. Charles Township will plow all of Dover Hill.

In return, The City of St. Charles ("City") will plow the County Line sub-division off Kautz Road, which consists of Bonnie Street, Denny Street and Toni Street; and north one-hundred (100) feet on Seventeenth Street.

The employees of each party performing operations under this agreement shall remain employees of such party and subject to such party's control and direction.

To the fullest extent permitted by law, the Township hereby agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officers, agents, employees, and volunteers, arising in whole or in part or in consequence of the performance of this agreement by the Township, its officers, agents, employees, and volunteers, or which may anywise result therefrom, except that arising out of the sole legal cause of the City, its officers, agents, employees and volunteers.

To the fullest extent permitted by law, the City hereby agrees to defend, indemnify and hold harmless the Township, its officers, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Township, its officers, agents, employees, and volunteers, arising in whole or in part or in consequence of the performance of this agreement by the City, its officers, agents, employees, and volunteers, or which may anywise result therefrom, except that arising out of the sole legal cause of the Township, its officers, agents, employees and volunteers.

RAYMOND P. ROGINA *Mayor*

MARK KOENEN, P.E. *City Administrator*

October 8, 2013
Snow Plow Agreement
Page 2

Each party to this agreement shall maintain comprehensive general liability insurance, property damage and casualty insurance and workers' compensation insurance upon such terms and in such amounts as is commercially reasonable.

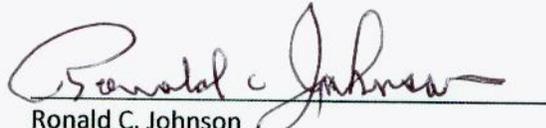
This agreement may be terminated by either party upon ten (10) days written notice to the other party. Such notice shall be given to the signatories to this agreement at the address set forth herein.

Please sign on the line above your name at the bottom of this letter to acknowledge your agreement with this intergovernmental agreement and return to me by facsimile for my records.

If you have any questions, please feel free to contact me at my office.

Sincerely,

Raymond P. Rogina
Mayor
City of St. Charles



Ronald C. Johnson
Highway Commissioner
St. Charles Township Road District

/md



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Intergovernmental Agreement with CUSD 303 regarding Snow/Ice Control

Presenter: Chris Adesso

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 10.28.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

If NO, please explain how item will be funded:

No funding associated with this item

Executive Summary:

The City will grant a license to District 303 for use of the Salt Dome located at Rt. 38 and Karl Madsen Dr. The term of this license shall be five (5) years. The School District shall purchase approximately 400 tons of salt per year. An accounting of salt usage shall be done at the conclusion of each winter season. The School District will be charged using the City's cost per ton of salt for that season.

Attachments: *(please list)*

Intergovernmental License Agreement for the use of the City of St. Charles Salt Dome by School District 303.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Intergovernmental License Agreement between the City and School District 303 for the use of the City of St. Charles Salt Dome by School District 303 for the next five (5) years.

For office use only:

Agenda Item Number: 4.e.iii

City of St. Charles, Illinois Intergovernmental License Agreement

For Use of City of St. Charles Salt Dome By St. Charles Community Unit School District No. 303

This License Agreement is made by and between the City Council of the City of St. Charles, a home rule unit (the “City”), and the Board of Education of St. Charles Community Unit School District No. 303, Kane and DuPage Counties, Illinois, a body politic and corporate (the “School District”) pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, which authorizes units of local government, including municipalities and School Districts, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance, and pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), which authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings.

In consideration of mutual covenants expressed herein, the City and the School District agree as follows:

1. **Premises:** The City grants a license to the School District to use the Premises generally described and known as the “Route 38 Municipal Salt Dome” located on Route 38 and Karl Madsen Drive (the “Premises”), which Premises are owned and operated by the City of St. Charles.
2. **Term:** Except as provided in 3, below, the term of this license shall be five (5) years, commencing on the date on which the last of the parties signs this license agreement. The City and the School District agree that at the completion of the term the parties shall review the agreement and determine whether or not it shall be renewed.
3. **Rent:** The annual rent for the Premises shall be ten dollars (\$10).
4. **Use:** The Premises shall be used by the School District solely for the storage of rock salt, which salt shall be removed from time to time for winter application to school premises owned and operated by the School District. To that end, the School District shall purchase from the City (1) winter supply of rock salt (approximately four hundred [400] tons) at the City’s unit cost. The City shall monitor the use of rock salt by the City and by the School District and, at the conclusion of the winter season, shall give an accounting of the use of rock salt by the parties, with an appropriate charge (calculated on the City’s unit cost) to the School District. The School District shall not otherwise interfere with the City’s use of the Premises, and the City’s use at the Premises shall take precedence over the use described in this Agreement.

5. **Assignment or Transfer:** The City shall not assign or transfer this License Agreement without the express prior written consent of the School District.
6. **Maintenance:** The City shall maintain the Premises during the term of this License Agreement.
7. **Taxes and Utilities:** The Premises are currently exempt from real estate taxes. Any property taxes which shall become due and owing on the Premises and any utility costs attributable to the Premises shall be paid by the City.
8. **Governmental Regulations:** The School District shall comply with all applicable requirements of federal, state and local regulatory authorities with respect to the use of the Premises.
9. **Indemnification and Hold Harmless:** The School District shall indemnify and hold harmless the City, its officers and its employees for any claims, causes of action, damages and liabilities, including attorneys fees, arising out of the School District's use of the property as described specifically in this Agreement, except to the extent that such claims, causes of action, damages and liabilities are caused by the negligent or intentional conduct of the City, its officers, employees or agents.
10. **Insurance:** The School District shall provide the City of St. Charles a current acceptable Certificate of Insurance naming the City of St. Charles an additional insured.
11. This License Agreement shall be binding upon, apply to and inure to the benefit of the City and the School District and their respective successors and assigns.
12. This License Agreement shall become effective upon the date of execution by the last of the representatives of the parties as set forth below.

The City of St. Charles, Illinois

**Board of Education of St. Charles
Community Unit School District No. 303**

By: _____
Raymond Rogina, Mayor

By: _____
John Baird, Assistant Superintendent
for Operations

Attest:

Nancy Garrison, City Clerk

Attest:

Christine Rachford, Recording Secretary

Dated: _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Contractual Services for 2013/2014 Snow/Ice Removal Program

Presenter: Chris Adesso

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 10.28.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$74,500.00	Budgeted:	YES	X	NO
-----------------	-------------	-----------	-----	---	----

If NO, please explain how item will be funded:

Executive Summary:

City staff has solicited vendors to assist with snow removal operation for City streets, sidewalks, parking lots, and cul-de-sacs. Request for Proposal (RFP) for Snow & Ice Removal Services was issued to eight (8) separate contractors. The RFP included Detailed Specifications, Available Services (Snow Routes) and Acceptable Equipment to perform the required work. Proposers will be compensated based on an hourly rate for use of the specified equipment.

Of the eight contractors, Staff is recommending to utilize four (4) contractors to help support our Snow Program including TK Sealcoating, CK Hager Excavating, Inc., Discipio Enterprises, Inc., and Schollmeyer Landscape. Each of the recommended contractors has a proven, successful history with the City. Each of the recommended contractors has over five years experience, provided competitive pricing, will be utilizing the proper equipment and have met all of our qualifications and specifications provided in the RFP.

In addition to the four (4) agreements noted above, Staff would also recommend continuing snow removal services with Clean Sweep Environmental Inc. (CSE). CSE has maintained the City parking lots over the past five years, has been a preferred contractor to the City and has agreed to hold their pricing from the last three years.

Attachments: *(please list)*

RFP Proposal Results and Recommendations
Clean Sweep Environmental (CSE) Proposal

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Request for Proposals (RFP's) based on Hourly Rates per Equipment as shown on attached RFP Proposal Results and Recommendations.

For office use only:

Agenda Item Number: 4.e.iv

2013 Snow Removal RFP - East Side Cul-De-Sacs

RFP Closes October 4, 2013

Snow Routes	Blue East	Green East	Purple East	Brown East	Walks & Paths	Qualified Proposal?
Contractor Name						
Countryside Industries, Inc.					\$62.00	YES
1 Ton	\$140.00	\$140.00	-	-	-	
Pick-Up Truck 4x4	\$120.00	\$120.00	-	-	-	
Skidsteer Loader	\$130.00	\$130.00	-	-	-	
Tovar Snow Professionals	NO BID					
C.H. Hager Excavating, Inc					-	YES
1 Ton	-	\$115.00	\$115.00	\$115.00	-	Lowest Qual.
Pick-Up Truck 4x4	-	\$90.00	\$90.00	\$90.00	-	Bidder for
Skidsteer Loader	-	\$120.00	\$120.00	\$120.00	-	Brown East
Wheel Loader	-	\$160.00	\$160.00	\$160.00	-	Routes
6 wheeler	-	\$100.00	\$100.00	\$100.00	-	
Semi	-	\$110.00	\$110.00	\$110.00	-	
Classic Landscape	NO BID					
Discipio Enterprises, Inc.					\$35.00	YES
1 Ton	\$80.00	\$80.00	\$80.00	-	-	
Pick-Up Truck 4x4	\$80.00	\$80.00	\$80.00	-	-	
Skidsteer Loader	\$160.00	\$160.00	\$160.00	-	-	
Pedersen Companies	NO BID					
Kramer Tree Service	NO BID					
ForStar Landscape	NO BID					

LOW BID



1805 Phelps Dr., Batavia, IL 60510
Phone: (630)879-8750 Fax: (630)879-3373

Date: 09/23/2013
Quote No.: 10031

Bill To:
City of St. Charles
2 East Main St.
St. Charles, IL 60174
630-377-4424
Atten: Dan Rowe
Fax: 630-513-7442

Ship To:
SNOW SEASON 2013 - 2014

Qty	Description	Unit Price	Total
	Service Lots: (A,B,C,E,F,G,H,J,K,L,N,O,P,Q,R,S,T,U as well as (3) temporary lots by Blue Goose)		
	Salt Spreading (Note: City of St. Charles will supply salt)	\$85.00/hourly	
	Hourly Snow Removal: Bobcat	\$125.00/hourly	
	Hourly Snow Removal: Front End Loader	\$150.00/hourly	
	Hourly Snow Removal: Pick up truck (8' blade)	\$95.00/hourly	

Total Amt \$0.00

SNOW SEASON 2013-2014

Please be advised this proposal is good for 30 days from the date.

It has been our pleasure to provide your company with a proposal and anticipate doing business together. Please contact me with any questions you may have.

Signature: Butt Head

Date: 10-8-13

Signature: _____

Date: _____



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Discussion regarding Parking Lot "F" Lease Agreement
(southwest corner of IL Rt. 64 and IL Rt. 31)

Presenter: Peter Suhr

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council

Estimated Cost:	\$12,000	Budgeted:	YES	X	NO	
-----------------	----------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

A portion of the parking lot located at 209 West Main Street (SW corner of Rt. 64 & Rt. 31) is being sold from the current owner and purchased by Mr. Timothy Allen. The City of St. Charles has a longstanding understanding with the current owner authorizing the City to use eleven (11) parking stalls for public parking on a no-fee basis 24 hours per day. These spaces are adjacent several other parking stalls currently owned by the City (please see attached map). The City currently pays the owner \$750/ month and has agreed to maintain the parking stalls in good working order including sweeping, snow removal, patching and striping.

Last month, staff recommended approval of a new Lease Agreement with Mr. Timothy Allen including an increase in payment from \$750/ month to \$1,000/ month. The Lease Agreement would be in effect for five (5) years. Execution of the Lease Agreement would be subject to Mr. Allen successfully purchasing the property. After discussion and questions posed by the Committee, the agenda item was tabled for discussion at a future date.

Staff is prepared to answer questions related to the 209 W. Main St. Parking Lot and has provided additional information about all City parking lots for reference. We have also invited Mr. Allen to join the meeting to answer any questions you may have of him. Staff has the following additional information to present and is seeking direction from the Committee in regard to the 209 West Main Street Parking Lot:

1. A Parking Occupancy Analysis was completed in 2004 which concluded that the existing parking supply in the area is adequate to handle the existing demand of downtown St. Charles. Generally, parking use in the downtown at peak hours was about 40%-55% occupied. (See attached report dated August 2004).
2. Options to consider:
 - a) Accept current offer from Mr. Timothy Allen.
 - b) Propose counter offer to Mr. Timothy Allen (ie. shorter term contract, decreased monthly fee)
 - c) Do NOT approve proposed Lease Agreement from Mr. Timothy Allen.
 - d) Do NOT continue existing lease and forfeit authorization to use subject parking stalls.

Attachments: (please list)

209 West Main Street Parking Lot Lease Agreement
Downtown Parking Supply and Occupancy Analysis, August 2004 Report, Walker Parking Consultants
List & Map of all City Owned/ Leased Parking Lots
Map of Parcel Ownership in Block 44

Recommendation / Suggested Action (briefly explain):

For Information Only. Questions, discussion and feedback from Council. Action needed only if Committee wants to approve proposed Lease Agreement from Mr. Timothy Allen.

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

209 West Main Street Parking Lot Lease Agreement

This Lease Agreement (the "Agreement") is entered into this _____ day of _____, 2013, between the City of St. Charles, Illinois (LESSEE), whose business address is 2 East Main Street, St. Charles, IL 60174, and Mr. Timothy Allen (LESSOR).

1. By execution of this Agreement and in consideration of the mutual covenants and agreements herein stated, LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described property (the "Premises"), as well as its adjoining access ways:

The east 33 feet of Lot 3 in Block 44 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois.
PIN – 09-27-364-008

2. LESSOR represents that he is the sole owner and currently is in title to the property described in paragraph 1. Prior to the effective date of this Agreement, LESSEE has provided evidence of title to the LESSOR.

Said Premises is located at 209 West Main Street, St. Charles, Illinois 60174, and is shown on Exhibit A attached hereto and incorporated herein by reference.

3. This Agreement shall be effective as of the date set forth above and shall continue in effect for a period of five (5) years thereafter. This Agreement is not subject to automatic renewal.

4. The provisions of Section 2 notwithstanding, LESSEE shall not utilize the Premises until the following items have been submitted and approved by LESSOR:

- a. A copy of this Agreement fully executed by the City of St. Charles; and
- b. The Certificate of Insurance as described herein.

5. LESSEE shall be authorized to use the Premises and its adjoining access ways for public parking on a no-fee basis 24 hours per day. During this time it shall be authorized to set time limits on public parking and enforce CITY parking ordinances, rules and regulations.

6. LESSEE shall, at its own cost, provide maintenance, cleaning and repair services for the Premises and its adjoining access ways and walkways, including any necessary sweeping and/or snow removal. Such maintenance shall keep the Premises in good working order and be in accordance with the LESSEE'S usual and customary standards. Such maintenance shall include necessary pavement patching and repair (limited to \$1,000 per patch) mowing, bush and tree trimming (adjacent to parking lot frontage) lot lighting, signage, sealing and striping of the parkway pavement. LESSEE shall not be obligated to repave the Premises other than the patching and repair referenced in the preceding sentence.

Upon termination of this Agreement, all surfacing and other improvements of the premises shall become the sole property of LESSOR, free from any claim, lien or encumbrance.

7. LESSEE may not assign its rights under this Agreement, in whole or in part, nor shall the Premises or any part thereof be sublet, nor shall any rights or privileges granted by this Agreement be sold, transferred or assigned without first obtaining the written consent of LESSOR. Any sale, transfer, assignment or sublease in violation of this paragraph shall be void and, at the option of LESSOR, operate to terminate this Agreement.

8. LESSEE, at its own expense, shall keep in force during the term of this Agreement insurance from an insurance company licensed in the State of Illinois. A Certificate of Insurance shall evidence required insurance, including Comprehensive Liability Insurance with a minimum limit of \$1,000,000 per occurrence, combined single limit to include:

- a. Premises – Operations
- b. Independent Contractors
- c. Products – Completed Operations
- d. Broad Form Contractual
- e. Personal Injury

Coverage must list LESSOR as an additional insured party and be approved by LESSOR prior to the initial use of the Premises.

9. LESSEE agrees to indemnify, defend, and hold harmless LESSOR and all of his agents and employees from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising from or in connection with:

- a. Any work or thing whatsoever done by LESSEE, or any condition created in or about the Premises by LESSEE during the term of this Agreement.
- b. Any act, omission, or negligence or intentional tort of LESSEE or any of LESSEE'S officers, agents, employees or contractors.
- c. Any accident, injury or damage whatsoever occurring upon the Premises as a result of LESSEE'S use of the Premises.

In the event of joint or concurrent negligence of LESSEE and LESSOR, each shall bear that portion of the loss or expense that is share of the joint or concurrent negligence bears to be the total negligence (including that of third parties) which caused the personal injury or property damage.

The LESSEE'S obligations under this provision for the term of this Lease shall not be limited in any way by the LESSEE'S limit of or lack of sufficient insurance protection. This provision shall survive any cancellation, termination or expiration of this Agreement.

10. LESSEE agrees to pay LESSOR One Thousand (\$1,000) Dollars per month, payable on the first day of every month, during the term of this Lease.

11. LESSEE agrees to maintain updated and accurate accounting records, books, and data showing any and all revenue, expenses, and monies for services performed for its activities on the Premises. This information shall be available for review by LESSOR or his designee.

Any gross revenue from parking or other activities on the Premises received by LESSEE shall be paid over to LESSOR on a quarterly basis. For purposes of this Section, the term "revenue" shall not include fines or other money received by LESSEE as a result of its enforcement of CITY parking ordinances, rules and regulations on the Premises.

12. This Agreement represents the entire agreement and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein.

13. All parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law, regulation or code, such part shall be severable with the remainder of this Agreement remaining valid and enforceable.

14. No modification, addendums or amendments of any kind may be made to his Agreement unless in writing and signed by both parties hereto.

15. This Agreement shall be governed by the laws of the State of Illinois and venue for any litigation related hereto shall be exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

16. Right of First Refusal: In the event of any offer acceptable to Lessor, or to Lessor's successor in interest, at any time or times during the original or extended term hereof, for the sale of the premises or for a lease to commence upon the expiration or earlier termination of the original or extended term hereof, the Lessor, prior to acceptance thereof, shall give the Lessee, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser or lessee; and Lessee shall have the option and right of first refusal for sixty (60) days after receipt of such notice within which to elect to purchase or lease the Premises, as the case may be, on the terms of said offer. If Lessee shall elect to purchase or lease the Premises pursuant to the option and first refusal herein granted, it shall give notice of such election within such sixty (60) day period. Lessee's failure at any time to exercise its option under this paragraph shall not affect this lease and the continuance of Lessee's rights and options under this and any other paragraph herein.

17. If either party shall be in default of any of the provisions hereof, the other party may, in addition to any other remedy that may be available, terminate this Agreement; provided, however, that the non-defaulting party shall first give written notice of such default to the other party, who shall have ten (10) days after receipt of such notice to remedy such default. Notice of default shall be sent via Certified Mail, return receipt requested, to the respective correspondence address listed below.

18. Recording. The parties shall record this Lease Agreement or a Memorandum thereof at the office of the Kane County Recorder.

19. Any and all written correspondence shall be sent to the respective mailing address listed below:

LESSEE

City Administrator
City of St. Charles, Illinois
2 East Main Street
St. Charles, IL 60174
Office (630) 377-4422
E-mail: mkoenen@stcharlesil.gov

LESSOR

Indigo Real Estate
c/o Mr. Timothy Allen
27W174 Birch Rd.
Winfield, IL 60190
(630) 935-4363
E-mail: tim@indigoinc.com

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date stated above.

LESSOR

Timothy Allen, Owner

ATTEST:

Representative for Mr. Timothy Allen

City of St. Charles, Illinois:

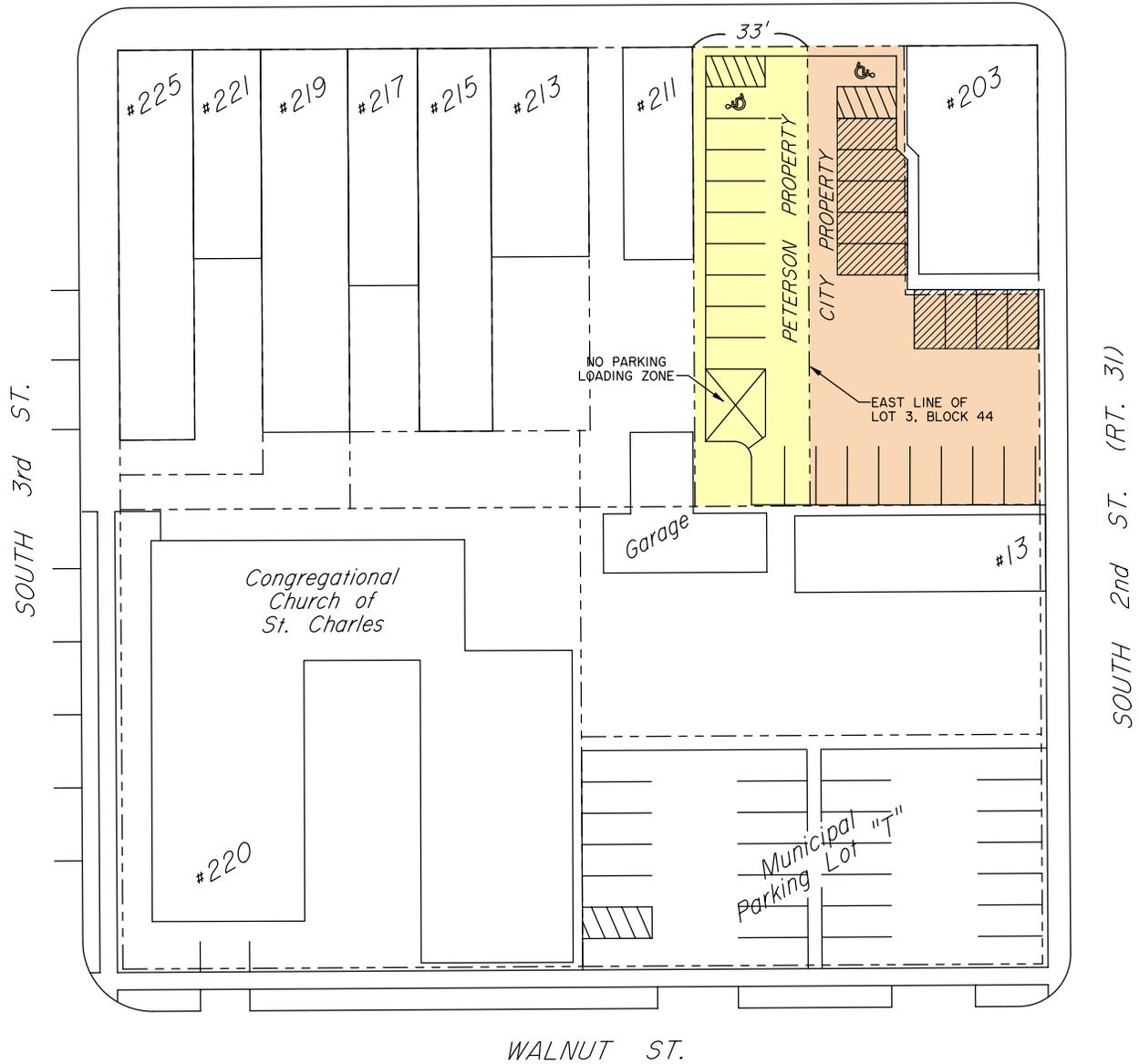
Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

EXHIBIT "PL-F" 10.40.010
 MUNICIPAL PARKING LOT "F"

WEST MAIN STREET (RT. 64)



17 (90 MIN.) PUBLIC PARKING STALLS
 9 (3 HR.) PUBLIC PARKING STALLS
 2 HANDICAPPED STALLS

3 HR. PARKING 

90 MIN. and 3 HR. PARKING
 8:00 AM - 6:00 PM. MON. THROUGH SAT.
 EXCEPT HOLIDAYS

AMBROSE PARKING LOT



9/6/2013
 1"=50'



- Following our comparison of the effective supply to the parking occupancy, Walker has concluded that there is a surplus of parking spaces within the downtown study area. The following table summarizes effective parking supply, the peak occupancy, and the resulting parking surplus by day at the peak times:

Day	Effective Parking Supply	Peak Occupancy	Surplus	% Occupied
Wednesday, July 21, 2004	2,099	1,173	926	56%
Thursday, July 22, 2004	2,099	1,131	968	54%
Friday, July 23, 2004	2,099	1,228	871	59%
Saturday, July 24, 2004	2,099	1,065	1,034	51%
Saturday, July 31, 2004	2,099	1,231	868	59%

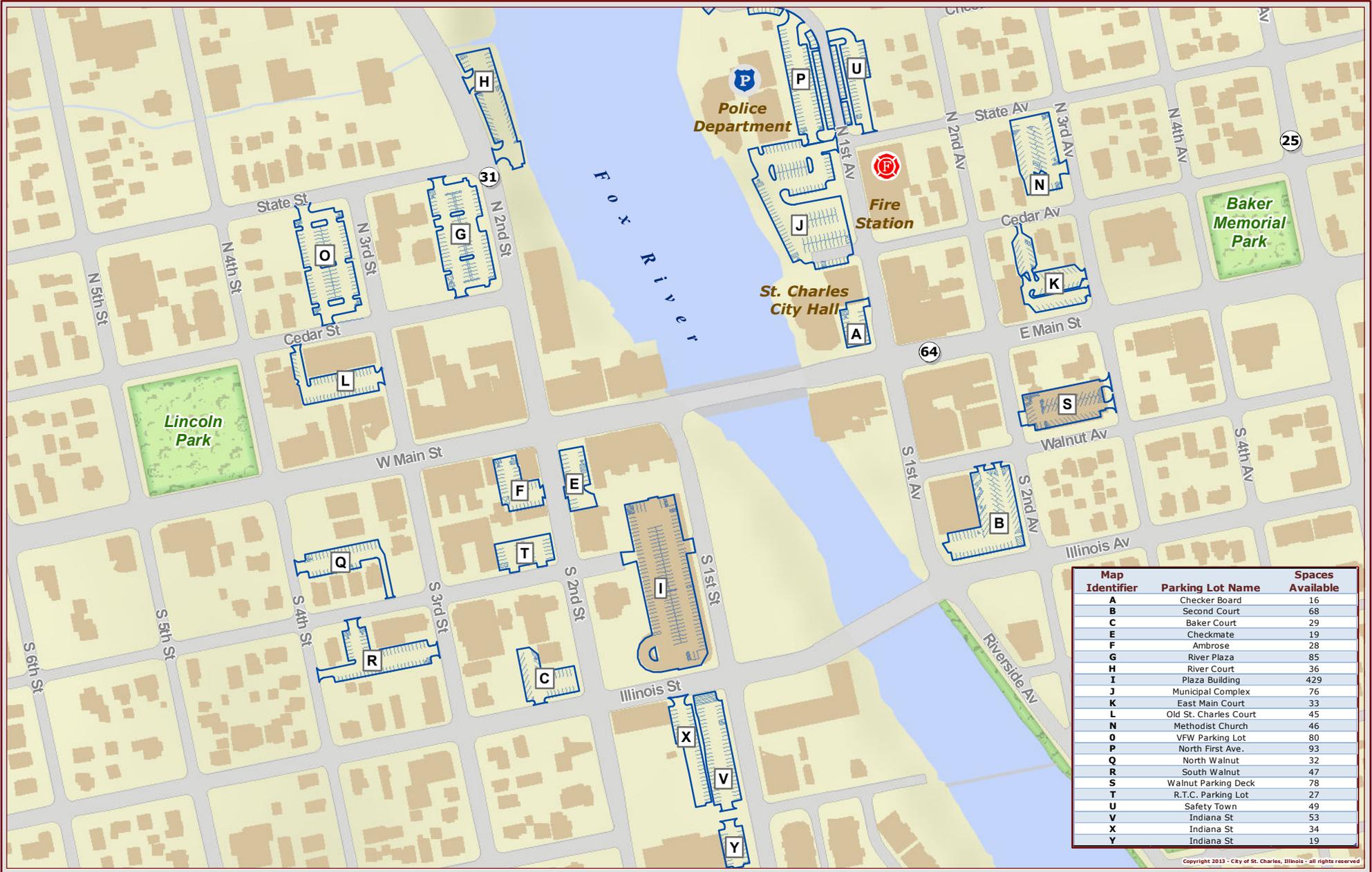
- It is concluded that the existing parking supply is judged to be adequate to handle the existing demand of downtown St. Charles. Future developments that would bring significant growth may affect this finding.

Lot	Name	Owner	Location	City Financial Contribution
A	Checker Board Lot	City	NW Corner of Main Street and Riverside Avenue	None
B	Second Court Parking Lot	City & BMO Harris Bank	NW Corner of S. 2 nd Avenue and Illinois Avenue	None
C	Baker Court Parking Lot	Baker Memorial Community Center	NW Corner of S. 2 nd Street and Illinois Street	None
E	Checkmate Parking Lot	City	SE Corner of Main Street and S. 2 nd Street	None
F	Ambrose Parking Lot	Rob Peterson & City	SW Corner of Main Street and S. 2 nd Street	\$750/month
G	River Plaza Parking Lot	City	West side of N. 2 nd Street btw Cedar Street and State Street	None
H	River Court Parking Lot	City	East side of N. 2 nd Street at State Street	None
I	First Street Parking Deck	City	NW Corner of Illinois Street and S. 1 st Street	None
J	Municipal Complex Parking Lot	City	NW Corner of Riverside Avenue and Cedar Avenue	None
K	East Main Court Parking Lot	Baker Methodist Church	NW Corner of Main Street and N. 3 rd Avenue	None
L	Old St. Charles Court Parking Lot	City	West side of N. 3 rd Street btw Main Street and Cedar Street	None

N	Methodist Church Parking Lot	Baker Methodist Church	NW Corner of N. 3 rd Avenue and Cedar Avenue	None
O	VFW Parking Lot	City	West side of N. 3 rd Street btw Cedar Street and State Street	None
P	North Riverside Avenue Parking Lot	City	NW Corner of Riverside Avenue and State Avenue	None
Q	North Walnut Parking Lot	City	North side of Walnut Street btw S. 3 rd Street and S. 4 th Street	None
R	South Walnut Parking Lot	City	South side of Walnut Street btw S. 3 rd Street and S. 4 th Street	None
S	Walnut Avenue Parking Deck	City	North side of Walnut Avenue btw S. 2 nd Avenue and S. 3 rd Avenue	None
T	R.T.C. Parking Lot	City	NW Corner of S. 2 nd Street and Walnut Street	None
U	Safety Town Parking Lot	City	NE Corner of Riverside Avenue and State Avenue	None
V	Indiana Street Parking Lot	City	SW Corner of Illinois Street and First Street (East)	None
X	Indiana Street Parking Lot	City	SW Corner of Illinois Street and First Street (West)	None
Y	Indiana Street Parking Lot	City	SW Corner of Indiana Street and 1 st Street	None



Downtown Parking



Map Identifier	Parking Lot Name	Spaces Available
A	Checker Board	16
B	Second Court	68
C	Baker Court	29
E	Checkmate	19
F	Ambrose	28
G	River Plaza	85
H	River Court	36
I	Plaza Building	429
J	Municipal Complex	76
K	East Main Court	33
L	Old St. Charles Court	45
N	Methodist Church	46
O	VFW Parking Lot	80
P	North First Ave.	93
Q	North Walnut	32
R	South Walnut	47
S	Walnut Parking Deck	78
T	R.T.C. Parking Lot	27
U	Safety Town	49
V	Indiana St	53
X	Indiana St	34
Y	Indiana St	19

Copyright 2013 - City of St. Charles, Illinois - all rights reserved



Publication Date: September 26, 2013
 Data Source: City of St. Charles, Illinois
 Cook County, Illinois
 Dupage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 SW #: #121126410101350



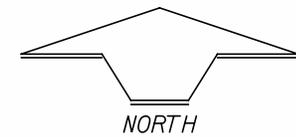
Public Parking Lot

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.



OWNERSHIP INDEX

1. EDWARD & SUSAN SEAMAN
2. B ASSETS, LLC
3. JAMES COLEMAN SR. & D. LUNDEEN
4. RP FAMILY TRUST
5. RP FAMILY TRUST
6. RP FAMILY TRUST
7. RP FAMILY TRUST
8. ROBIN, RUSSELL & RUTH PETERSON
9. RUTH, ROBIN & ROB PETERSON
10. CITY OF ST. CHARLES
11. WILLIAM GROSSKLAG
12. FREE METHODIST CURCH OF ST. CHARLES
13. FREE METHODIST CURCH OF ST. CHARLES
14. ROBIN, RUSSELL & RUTH PETERSON
15. CITY OF ST. CHARLES



DATE: OCTOBER 7, 2013



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Lease Extension with Fox Valley Aero Club

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council

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

If NO, please explain how item will be funded:

Executive Summary:

The Fox Valley Aero Club leases approximately eight acres of land from the City located at the Westside Wastewater Treatment Plant. The club has an airfield for remote controlled planes on the property. There has been an existing lease with the group for the past fourteen (14) years. The proposed lease extension is for a period of ten years.

The rent for the first year of the lease extension is \$3,060.00 payable April 1, 2014. The City retains the right to increase the rent on an annual basis upon written prior notice. The rent is based on the agricultural value of the land per acre and the additional cost to the City for having to land apply biosolids off-site that otherwise would be applied on the eight acres.

Attachments: *(please list)*

Notice of Exercise of Right and Option to Renew Lease; Lease Extension

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Lease Extension with the Fox Valley Aero Club.

For office use only

Agenda Item Number: 4.g

**NOTICE OF EXERCISE OF RIGHT AND
OPTION TO RENEW LEASE**

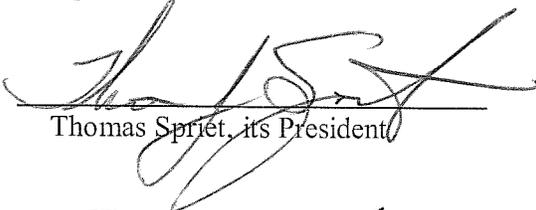
To: City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: City Administrator

Re: Ground Lease dated April 1, 2004 ("Lease")
Lessor: City of St. Charles, an Illinois municipal corporation
Lessee: Fox Valley Aero Club, an Illinois not-for-profit corporation
Demised Premises: See attached "Legal Description of Demised Premises"
(Commonly known as: 3821 Karl Madsen Drive, St. Charles, IL 60175)

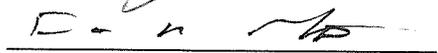
You are hereby notified that, pursuant to Paragraph 3.2 of SECTION THREE (Term and Option to Renew) of the above Lease, the undersigned hereby exercises its right and option to renew the above Lease for an additional term of ten (10) years at a rental set forth in said Lease.

Dated: 09-12-2013

Fox Valley Aero Club, an Illinois not-for-profit corporation

By: 

Thomas Spriet, its President

Attest: 

Dale Gathman, its Secretary

The undersigned acknowledges receipt of the above Notice of Exercise of Right and Option to Renew Lease.

Date: _____

City Administrator of the City of St. Charles

Legal Description of Demised Premises

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31, IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 36, IN TOWNSHIP 40 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF ST CHARLES BY QUIT CLAIM DEED RECORDED NOVEMBER 30, 1993 AS DOCUMENT NO. 93K095347 IN THE OFFICE OF THE KANE COUNTY RECORDER; THENCE N00°05'20.8"E 867.28 FEET; THENCE N82°55'33.4" W FOR 1168.03 FEET TO A POINT OF BEGINNING; THENCE CONTINUING N82°55'33.4" W FOR 1239.64 FEET; THENCE S07°04'26.7" W FOR 275 FEET; THENCE S82°55'33.3" E FOR 1274.05 FEET; THENCE N00°05'20.8" W FOR 277.17 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

As used herein, the term "demised premises" also refers to the real property above described and to any improvements now or hereafter located thereon from time to time during the term of this lease.

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is made this 4th day of November, 2013, by and between The City of St. Charles, an Illinois Municipal Corporation (“Lessor”), and The Fox Valley Aero Club, an Illinois Not-For-Profit Corporation (“Lessee”). The Lessor and Lessee are collectively referred to as “Parties”.

WHEREAS, Lessor and Lessee are currently Parties to a Ground Lease dated April 1, 2004, for certain property located at the Southwest corner of Route 38 and Peck Road, in the City of St. Charles, Kane County, Illinois, (the “Subject Property”) which is legally described on Exhibit “B” which is attached to the Ground Lease and made a part hereof, and a map or survey of which is attached to the Ground Lease as Exhibit “C” and made a part hereof; and

WHEREAS, Section 3.2 of the Ground Lease grants to the Lessee the right and option to renew the Ground Lease for an additional term of ten (10) years beginning on April 1, 2014 provided that the Lessee provides the Lessor with written notice of the exercise of the option to renew not less than one hundred eighty (180) days prior to the termination date of the initial term of the Ground Lease; and

WHEREAS, Lessee has provided Lessor with written notice of the exercise of the option to renew the Lease; and

WHEREAS, Section 4.2 of the Ground Lease provides that the Lessor reserves the right to increase the rent beginning on April 1, 2014, and on the first day of April of each successive year thereafter;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. **Lease Extension:** The Ground Lease is hereby extended for a period of ten (10) years beginning on April 1, 2014 and ending on March 31, 2024. The rent amount for the first year of the extended lease shall be in the amount of Three Thousand Sixty and no/100 Dollars (\$3,060.00) payable on April 1, 2014, and a like sum on the first day of April of each consecutive year thereafter until the end of the extended term, provided however that Lessor retains the right to increase the rent amount upon prior written notice to Lessee beginning on April 1, 2015 and on the first day of April of each successive year thereafter, to the then fair market rental value of similar situated unimproved land used for agricultural crop purposes.
2. **Notices:** All notices, demands and other writings necessary under this Lease shall be made in writing and deemed to have been given and served on the date of mailing the same by certified mail, return receipt requested, or on the date served by personal service, to the parties at the following addresses (or such other addresses as the parties may designate from time to time):

Lessor: City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: City Administrator

With a copy to: John M. McGuirk
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
1001 East Main Street, Suite G
St. Charles, IL 60174

Lessee: The Fox Valley Aero Club
c/o Register Agent- - Mr. Thomas J. Spriet
108 South 11th Street
St. Charles, IL 60174

3. **Incorporation**: All other terms and conditions of the Lease are hereby re-stated and re-affirmed, and by executing this Lease Extension Agreement, the Parties reaffirm their rights and obligations thereunder, except as modified by this Lease Extension Agreement. In the event of conflict between the terms of the Lease and this Lease Extension Agreement, the terms of this Lease Extension Agreement shall control.

[REST OF PAGE INTENTIONALLY BLANK – SIGNATURES TO FOLLOW]

WHEREFORE, the parties hereto have set their hands and seals as of the date first written above.

LESSOR:

City of St. Charles,
an Illinois Municipal Corporation

By: _____
Raymond Rogina, Mayor

Attest: _____
Nancy Garrison, City Clerk

LESSEE:

The Fox Valley Aero Club,
An Illinois Not-For-Profit Corporation

By: _____
Its President

Attest: _____
Its Secretary



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive the Formal Bid Process and Approve Emergency Repairs to Main Plant Anaerobic Digester
Presenter:	John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$150,000	Budgeted:	YES	X	NO	
-----------------	-----------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

On October 18th, wastewater staff discovered a hole in the north anaerobic digester causing leakage into a sub-basement area of the tank rendering the digester inoperable. The south anaerobic digester is also out of service due to recent maintenance issues. The anaerobic digesters are an essential part of the wastewater process related to meeting regulatory requirements and keeping the plant in operation.

Staff contacted several contractors to submit proposals on the work. Two responded and staff recommends awarding contract to National Industrial Maintenance, Inc. in the amount of \$120,000 due to their expertise and ability to coordinate efforts to expedite repair and operation.

Funds are available in the budget for this repair. There is a digester rehabilitation project budgeted in FY15/16 that included some of this work. The amount associated with this repair will be deducted from that future budget amount.

Attachments: *(please list)*

Bid Waiver Form

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the formal bid process and approve emergency repairs to Main Plant Anaerobic Digesters in the amount of \$150,000 and award of contract to National Industrial Maintenance in amount of \$120,000.00.

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



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve an Update to City Code 10.40.010 for Parking Lot "O"

Presenter: Chief Lamkin

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 10.28.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

If NO, please explain how item will be funded:

Executive Summary:

The former VFW lot has been paved and work completed. Parking Lot "O", which was the former VFW lot, is to be replaced with the new exhibit as attached. The lot will be signed as a 24-hour lot for the present time.

Attachments: *(please list)*

Diagram of the new Lot O; Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an update to the City Code 10.40.010 for Parking Lot "O."

For office use only:

Agenda Item Number: 5.a

City of St. Charles, Illinois

ORDINANCE NO. 2013-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.40.010 "Parking Time Limits" 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 ONE: That Title 10 "Vehicles and Traffic", Section 10.40.010 "Parking Time Limits", of the St. Charles Municipal Code, be and is hereby amended as follows:

"That Exhibit PL-O be removed and replaced with the amended PL-O."

SECTION TWO: 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 City Council of the City of St. Charles, 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.

SECTION THREE: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2013.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2013.

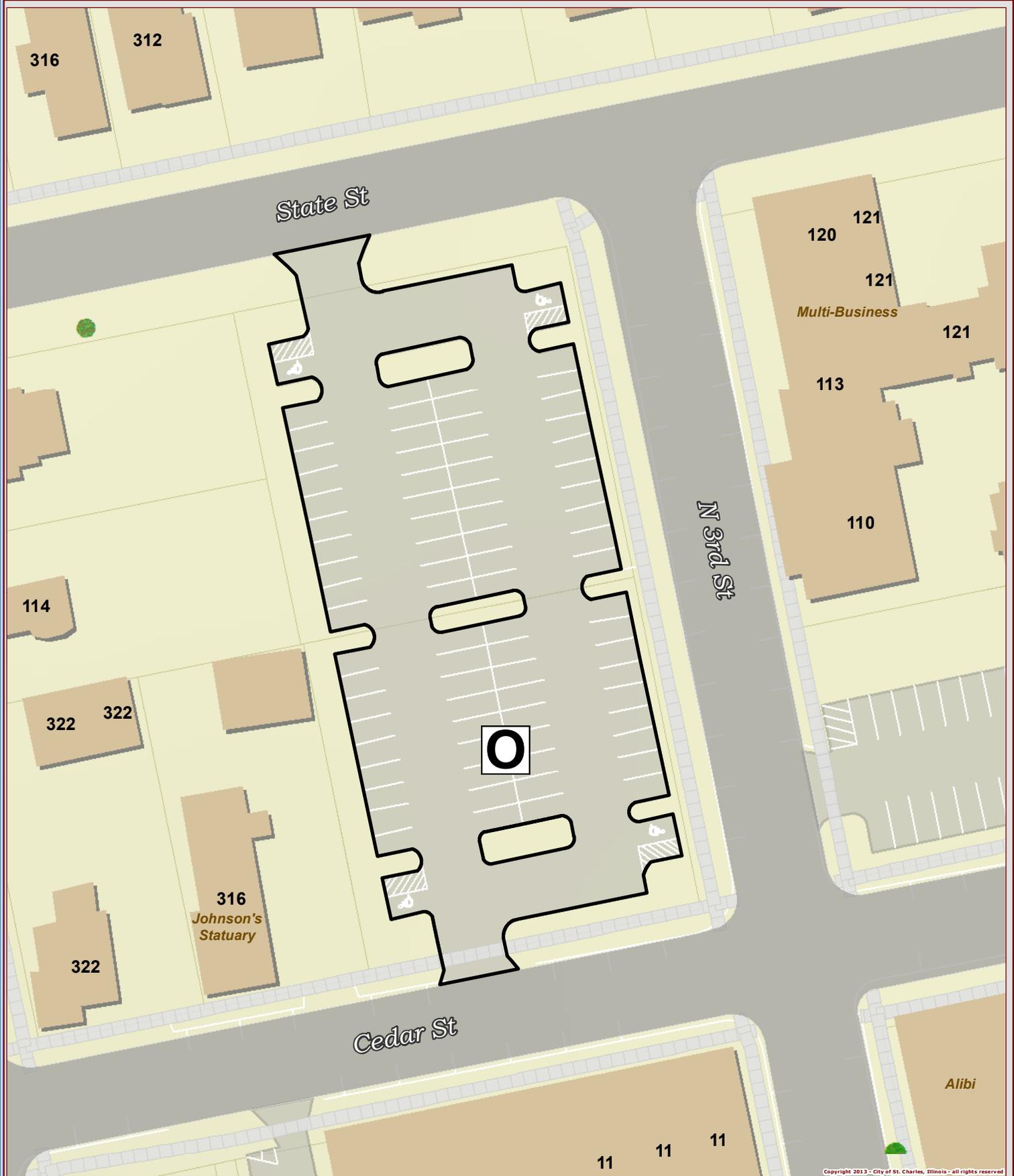
Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____
Nays : _____
Absent : _____



Copyright 2013 - City of St. Charles, Illinois - all rights reserved



Publication Date:
October 8, 2013
Data Source:
City of St. Charles, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983



V.F.W.
Parking Lot

76 Public Parking Stalls
4 Handicapped Parking Stalls

24 Hour Parking

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve an Update to City Code 10.40.010 for Parking Lots "E" and "K"

Presenter: Chief Lamkin

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 10.28.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

If NO, please explain how item will be funded:

Executive Summary:

Parking Lots E & K have been repaved and restriped. This ordinance update allows for the current identified number of parking spaces listed for each lot.

Attachments: *(please list)*

Diagram of the new Lots E & K
Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an update to the City Code 10.40.010 for Parking Lots "E" and "K".

<i>For office use only:</i>	<i>Agenda Item Number: 5.b</i>
-----------------------------	--------------------------------

City of St. Charles, Illinois

ORDINANCE NO. 2013-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.40.010 "Parking Time Limits" 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 ONE: That Title 10 "Vehicles and Traffic", Section 10.40.010 "Parking Time Limits", of the St. Charles Municipal Code, be and is hereby amended as follows:

- "A. That Exhibit PL-E be removed and replaced with the amended PL-E; and
B. That Exhibit PL-K be removed and replaced with the amended PL-K."

SECTION TWO: 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 City Council of the City of St. Charles, 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.

SECTION THREE: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ___ day of _____, 2013.

PASSED by the City Council of the City of St. Charles, Illinois this ___ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ___ day of _____, 2013.

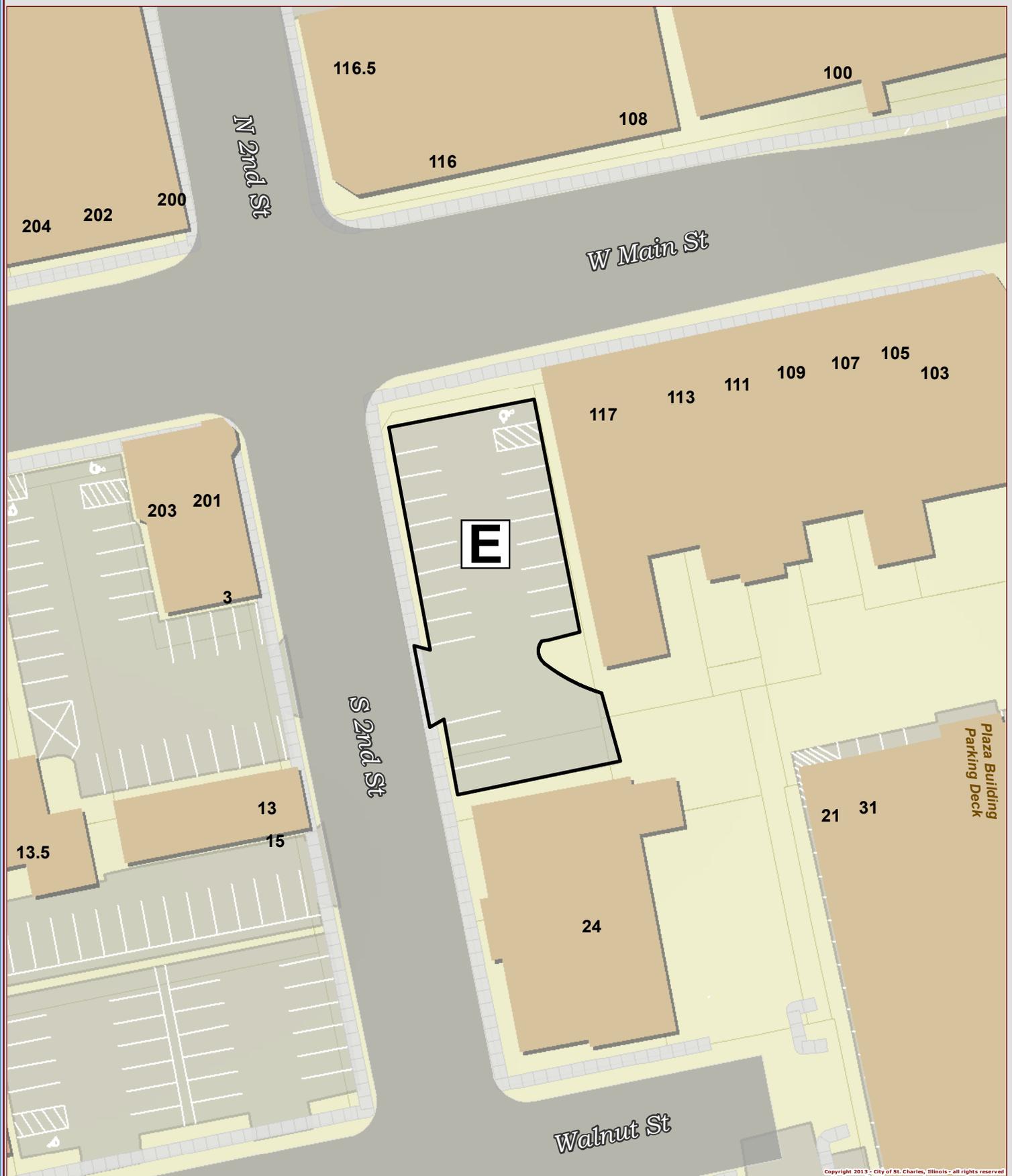
Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____
Nays : _____
Absent : _____



Copyright 2013 - City of St. Charles, Illinois - all rights reserved



Publication Date:
October 8, 2013
Data Source:
City of St. Charles, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983

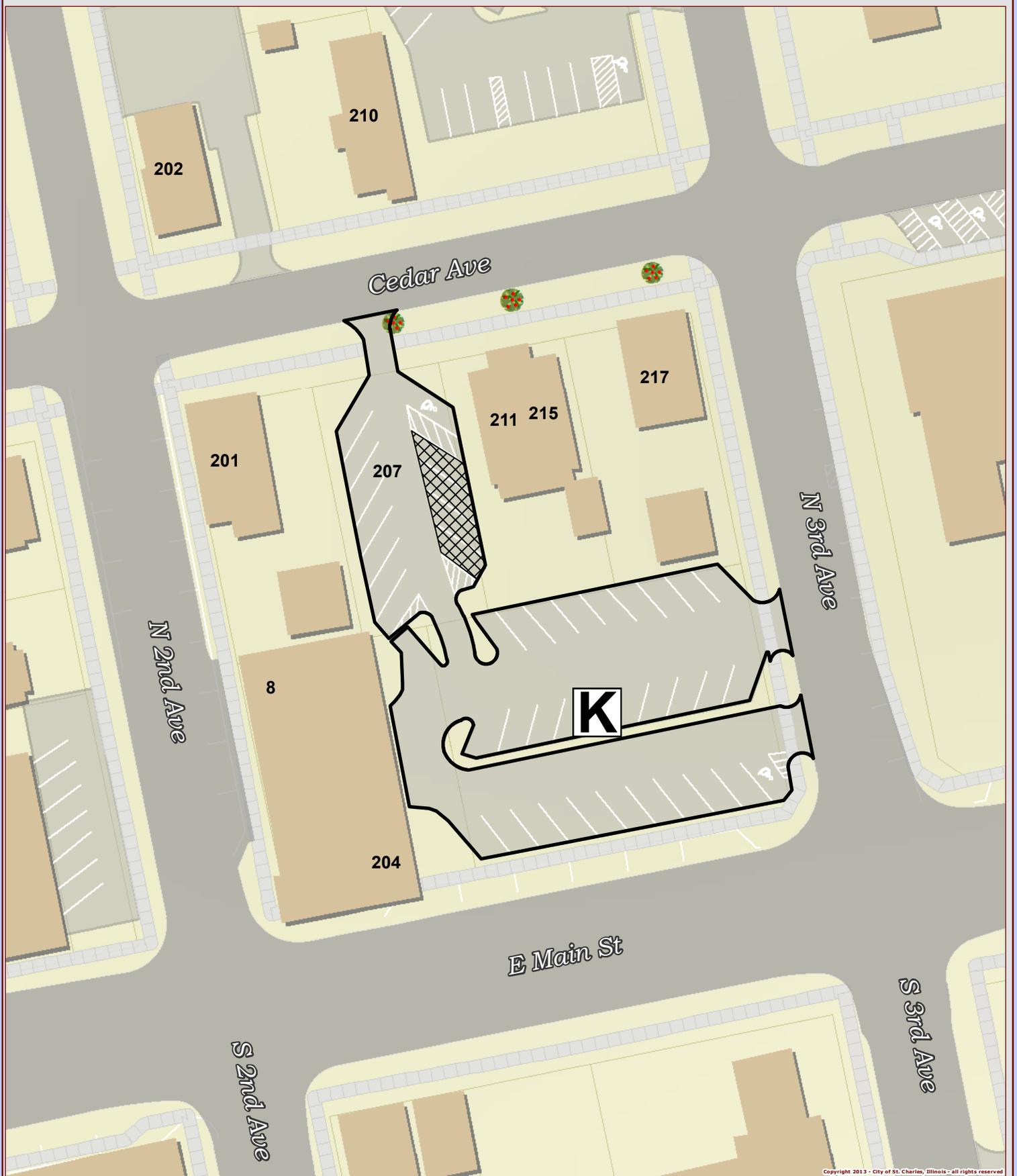


**Checkmate
Parking Lot**

14 (90 min.) Public Parking Stalls
2 (30 min.) Public Parking Stalls
2 (15 min.) Public Parking Stalls
1 Handicapped Parking Stall

8:00 AM - 6:00 PM
Monday Through Saturday
Except Sunday & Holidays

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.



Copyright 2013 - City of St. Charles, Illinois - all rights reserved



Publication Date:
October 8, 2013
Data Source:
City of St. Charles, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983



**E. Main Court
Parking Lot**

40 Public Parking Stalls
2 Handicapped Parking Stalls
3 Hour Parking
8:00 AM - 6:00 PM, Monday Through
Saturday, Except Holidays



This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve an Update to City Code 10.40.040 No Parking Places Designated - Prohibited Parking, Exhibit 26
--------	--------------------------------------------------------------------------------------------------------------------------

Presenter:	Chief Lamkin
------------	--------------

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council
	Public Hearing		

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

If NO, please explain how item will be funded:

Executive Summary:

At the request of Coca-Cola, the Police Department reviewed a potential safety situation along Industrial Drive, where cars were parking too close to their south driveway. The cars parked there were creating an unsafe situation for the trucks getting in and out of the plant. In review of the existing ordinance, the area was prohibited from parking along the west side of Industrial to a point 570 feet north of Production. The ordinance revision recommended by the Police Department is to increase that distance to 625 feet to improve access to the drive.

Exhibit 26 is to be modified to reflect this change.

Attachments: *(please list)*

Ordinance; Exhibit 26

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve revision to City Code 10.40.040 No Parking Places Designated - Prohibited Parking, Exhibit 26.

<i>For office use only:</i>	<i>Agenda Item Number: 5.c</i>
-----------------------------	--------------------------------

City of St. Charles, Illinois

ORDINANCE NO. 2013-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.40.040 "No Parking Place Designated – Prohibited Parking" 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 ONE: That Title 10 "Vehicles and Traffic", Section 10.40.040 "No Parking Place Designated – Prohibited Parking", of the St. Charles Municipal Code, be and is hereby amended as follows:

“That Exhibit 26 be removed and replaced with the amended 26.”

SECTION TWO: 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 City Council of the City of St. Charles, 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.

SECTION THREE: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ___ day of _____, 2013.

PASSED by the City Council of the City of St. Charles, Illinois this ___ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2013.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____
Nays : _____
Absent : _____



Ordinance & Special Case Numbers

Ord. 1994-M-23

Ord. 1995-M-43

Ord. 1996-M-21

Ord. 1996-M-43

Ord. 1997-M-111

Ord. 2000-M-25

Ord. 2000-M-68

Ord. 2004-M-17

Ord. 2005-M-58

Special Case 26-1

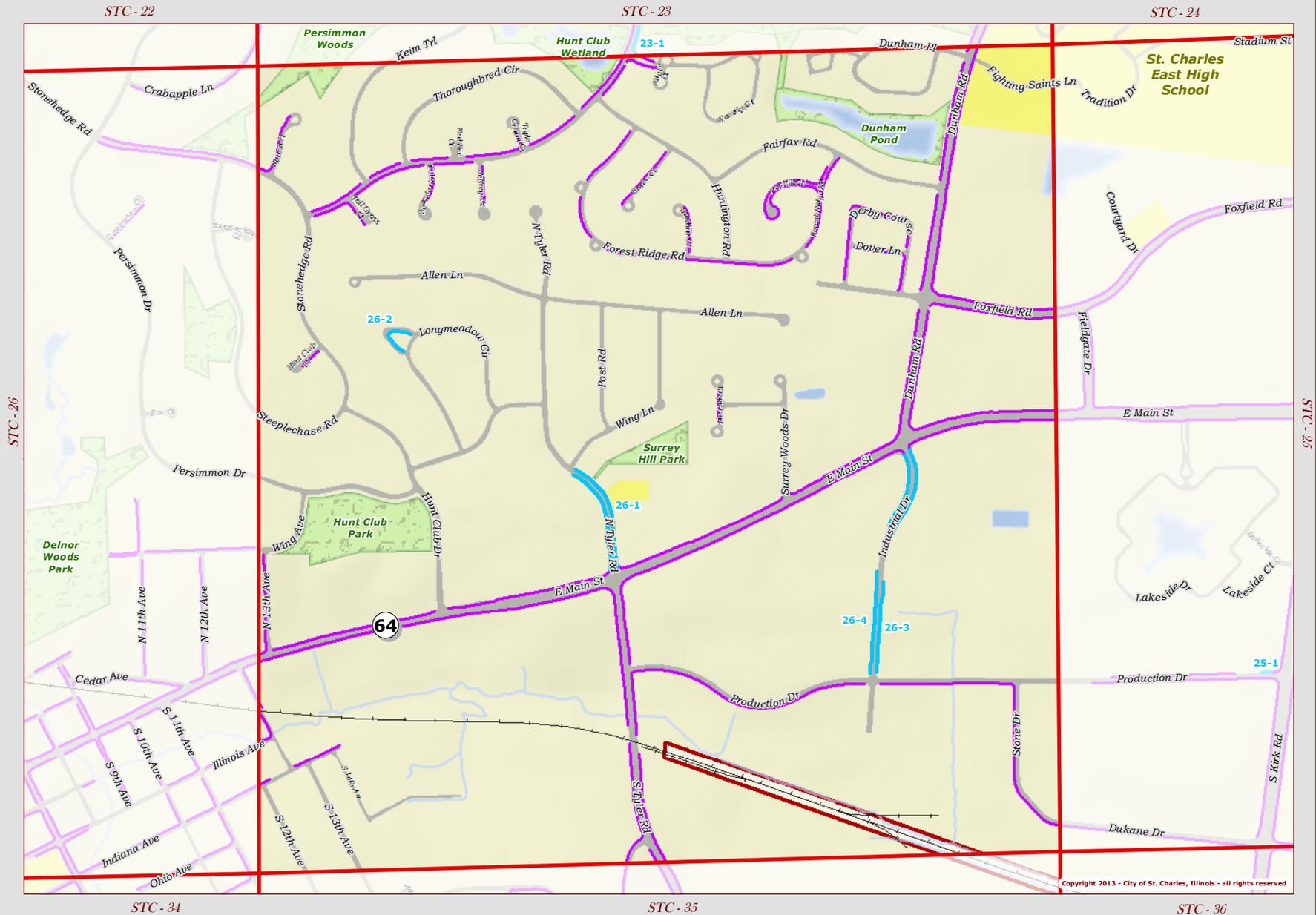
Special Case 26-2

Special Case 26-3

Special Case 26-4

Special Case 26-5

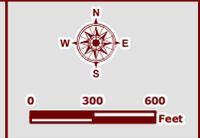
26



Publication Date:
October 8, 2013

Data Source:
City of St. Charles, Illinois
Madison County, Illinois
Dupage County, Illinois

Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983



Parking Designation

- No parking this side of the street
- No parking on Sundays or Holidays
- Special Case

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Updates to the City Code to Require Resident Only Parking on School Days in the Area Surrounding Gray Street

Presenter: Chief Lamkin

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 10.28.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

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

If NO, please explain how item will be funded:

Executive Summary:

The existing city code, under 10.40.043 (C) No Parking on School Days, restricts parking during the day, as outlined below from current:

Between the hours of 9:00 a.m. to 1:00 p.m. on all streets inside the area bordered by and including Gray Street on the south from 4th Street to 12th Street, 4th Street on the east from Gray Street to Fellows, Fellows Street on the north from 4th Street to 12th Street and 12th Street on the west from Fellows to Gray.

The language is requested to be deleted from this section of the code and inserted in section 10.40.044 Residential Parking Only on School Days.

This change will allow for residents to use the streets where they live on school days and, in the event they should have extra visitors, they can contact the Police Department in advance to avoid unnecessary enforcement. This change is intended to still allow for restrictions, but minimize the impact to those residents living in the area.

Attachments: *(please list)*

Ordinance; Map

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve updates to the City Code to Require Resident Only Parking on School Days in the Area Surrounding Gray Street.

For office use only:

Agenda Item Number: 5.d

City of St. Charles, Illinois

ORDINANCE NO. 2013-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.40 "Stopping, Standing and Parking" 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 ONE: That Title 10 "Vehicles and Traffic", Section 10.40 "Stopping, Standing and Parking", of the St. Charles Municipal Code, be and is hereby amended as follows:

“10.40.044 Residential parking only on school days.

- 15. Between the hours of 9:00 a.m. to 1:00 p.m. on all streets inside the area bordered by and including Gray Street on the south from 4th Street to 12th Street, 4th Street on the east from Gray Street to Fellows, Fellows Street on the north from 4th Street to 12th Street and 12th Street on the west from Fellows to Gray.”

SECTION TWO: 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 City Council of the City of St. Charles, 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.

SECTION THREE: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ___ day of _____, 2013.

PASSED by the City Council of the City of St. Charles, Illinois this ___ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ___ day of _____, 2013.

Raymond P. Rogina, Mayor

ATTEST:

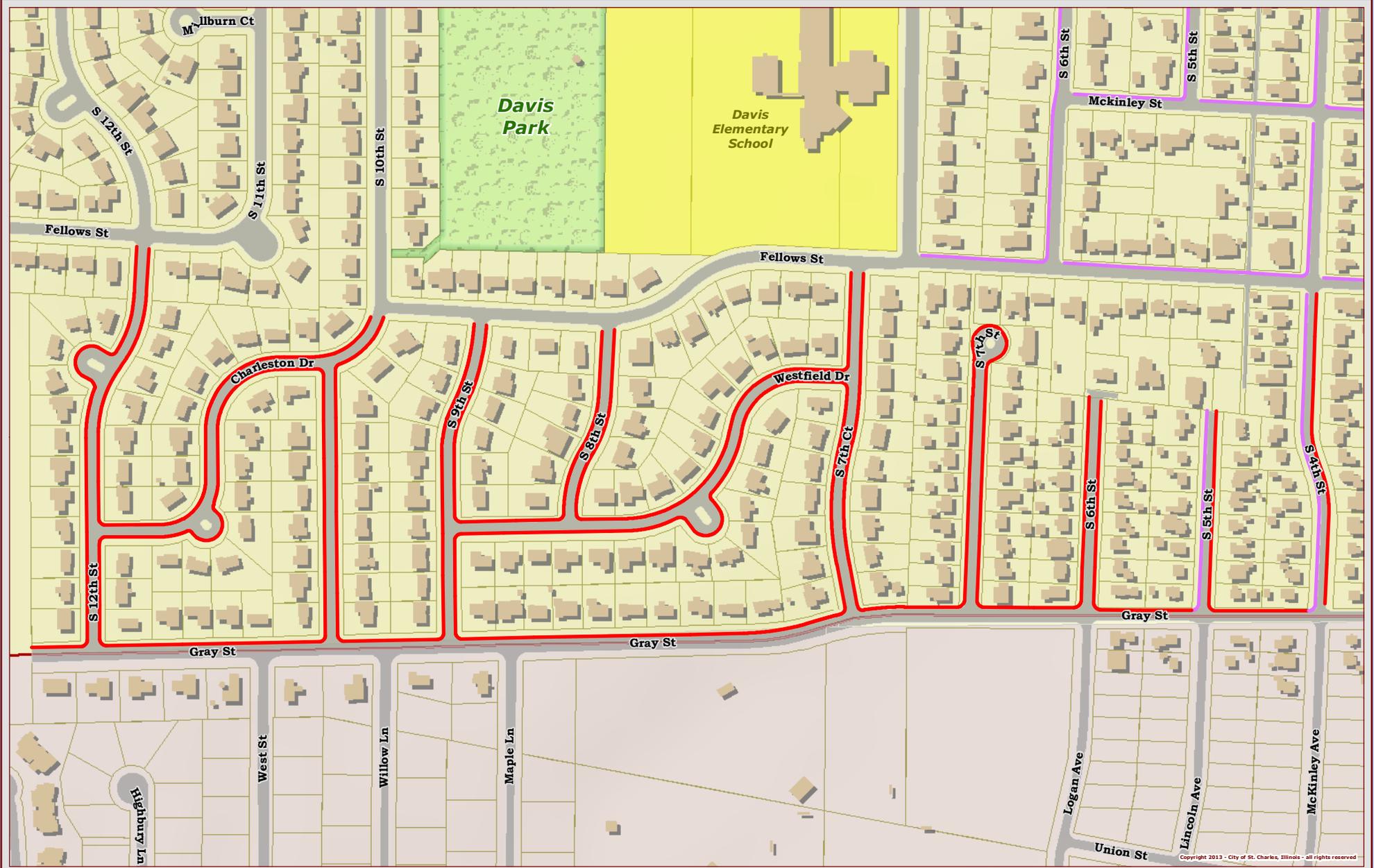
Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____
Nays : _____
Absent : _____



Gray Street Parking Restrictions



Copyright 2013 - City of St. Charles, Illinois - all rights reserved



Publication Date:
October 03, 2013
Data Source:
City of St. Charles, Illinois
Deane County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
TIN #: 131007182702027



Parking Code Designation

- Residential Parking Only on School Days
- No Parking This Side of Street

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Revision to City Code 10.40.040 No Parking Places Designated - Prohibited Parking Exhibit 34 to Only Allow Parking Along the West Side of Limestone Drive Within the Designated Parking Stalls

Presenter: Chief Lamkin

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 10.28.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

If NO, please explain how item will be funded:

Executive Summary:

The Police Department has received numerous complaints of people parking vehicles in spaces not intended for parking, creating an unsafe situation for residents of the Brownstone community. This area along Limestone Drive was not intended to allow parking due to the narrow width of the roadway, with the many driveways that are on the east side. There are two parking spaces on the west side of the road in which the curb was designed for parking. These would be the only two spaces allowed on the west side with this change.

Approval is requested to change STC Exhibit 34 to reflect the recommended change.

Attachments: (please list)

Ordinance; STC Exhibit 34

Recommendation / Suggested Action (briefly explain):

Recommendation to approve revision to City Code 10.40.040 No Parking Places Designated - Prohibited Parking, Exhibit 34 to only allow parking along the west side of Limestone within the designated parking stalls.

For office use only: Agenda Item Number: 5.e

City of St. Charles, Illinois

ORDINANCE NO. 2013-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.40.040 "No Parking Place Designated – Prohibited Parking" 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 ONE: That Title 10 "Vehicles and Traffic", Section 10.40.040 "No Parking Place Designated – Prohibited Parking", of the St. Charles Municipal Code, be and is hereby amended as follows:

“That Exhibit 34 be removed and replaced with the amended 34.”

SECTION TWO: 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 City Council of the City of St. Charles, 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.

SECTION THREE: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ___ day of _____, 2013.

PASSED by the City Council of the City of St. Charles, Illinois this ___ day of _____, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2013.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____
Nays : _____
Absent : _____

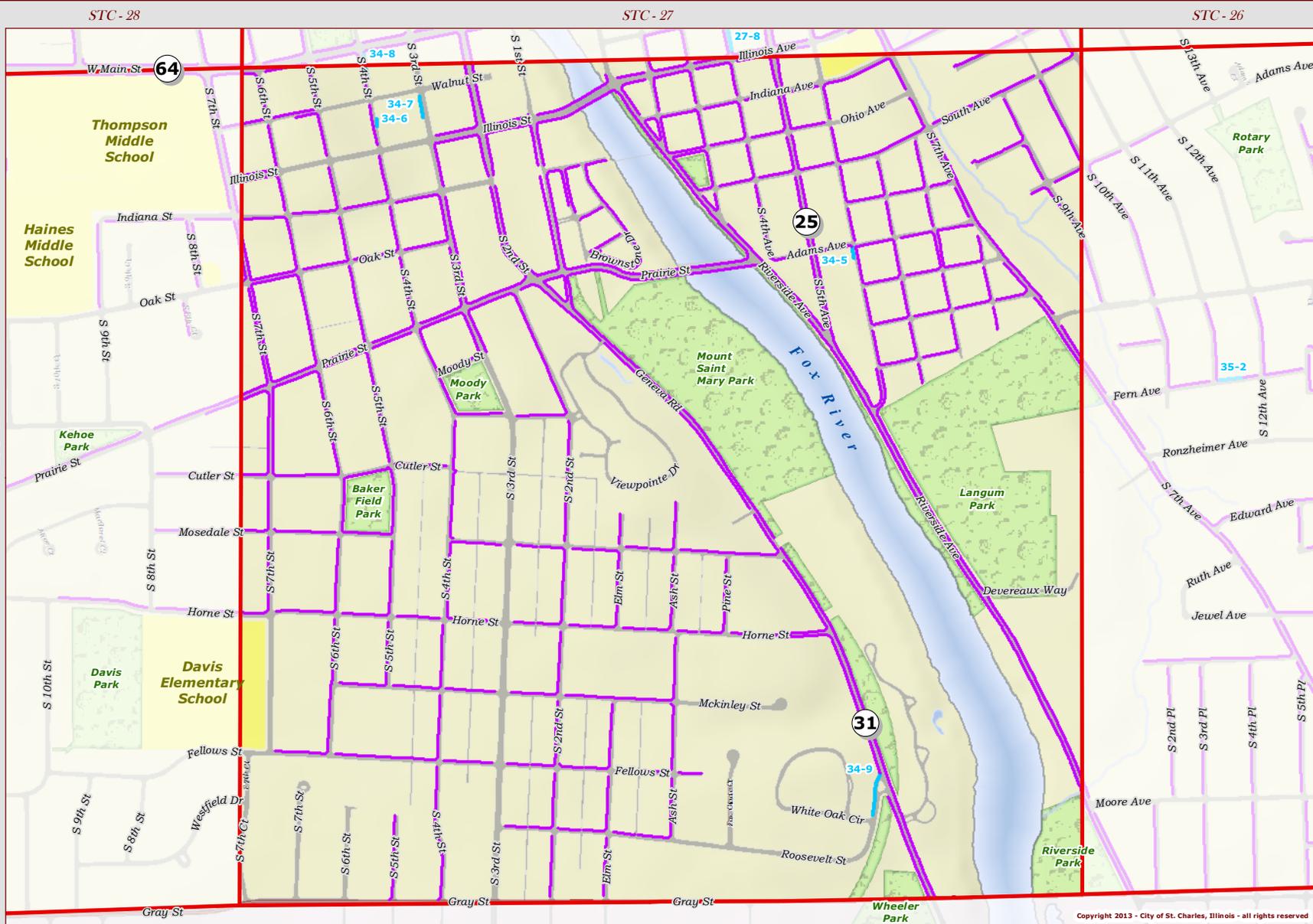


Ordinance & Special Case Numbers

- Ord. 1994-M-23
- Ord. 1994-M-39
- Ord. 1995-M-10
- Ord. 1995-M-43
- Ord. 1996-M-21
- Ord. 1996-M-69
- Ord. 1997-M-111
- Ord. 2000-M-25
- Ord. 2000-M-68
- Ord. 2004-M-17

- Special Case 34-5
- Special Case 34-6
- Special Case 34-7
- Special Case 34-8
- Special Case 34-9

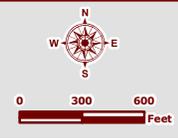
34



Publication Date:
October 8, 2013

Data Source:
City of St. Charles, Illinois
DuPage County, Illinois
Dupage County, Illinois

Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983



- Parks
- Bodies of Water
- Rivers and Creeks
- Railroads
- Section

- ### Parking Designation
- No parking this side of the street
 - No parking on Sundays or Holidays
 - Special Case

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Temporary, Partial Closure of Municipal Parking Lot “T” for Polling Location
--------	--------------------------------------------------------------------------------------------------------

Presenter:	Chief Lamkin
------------	--------------

Please check appropriate box:

	Government Operations	X	Government Services 10.28.13
	Planning & Development		City Council
	Public Hearing		

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

If NO, please explain how item will be funded:

Executive Summary:

Due to the fact that one polling place was eliminated in Geneva and the VFW is no longer available as a polling location, per the request of the Kane County Elections Department, the Police Department is recommending approval of a temporary, partial closure of Municipal Parking Lot “T” to accommodate voters during the General Primary Election on Tuesday, March 18, 2014 and General Election on November 4, 2014. This will allow for additional, guaranteed parking for voters utilizing the St. Charles Free Methodist Church Polling location.

As outlined in the diagram, only half the lot will be closed as to keep the other half available to downtown patrons.

Attachments: *(please list)*

Diagram of the new Lot T; Request Letter from Kane County Elections Department

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve temporary, partial closure of Municipal Parking Lot “T” for polling location.

<i>For office use only:</i>	<i>Agenda Item Number: 5.f</i>
-----------------------------	--------------------------------

COUNTY OF KANE

John A. Cunningham

KANE COUNTY CLERK
719 S. Batavia Ave., Bldg. B
Geneva, IL 60134



Election Department

Phone: (630) 232-5990

Fax: (630) 232-5870

Website: www.kanecountyelections.org

October 3, 2013

Bob Vann, Manager
Building Code Enforcement Division
2 East Main Street
St. Charles, IL 60174

Dear Mr. Vann:

St. Charles Free Methodist Church located at 214 Walnut Street serves three precincts now, and will need additional parking accommodations for both the General Primary Election held on Tuesday, March 18, 2014 and the General Election held on November 4, 2014. Please understand that both the church and the Moss Family Funeral Home share some parking lots to accommodate the overflow of their visitors. Should the need arise during the designated election days; Pastor David Mann advised the parking accommodations for voters would be significantly reduced.

To circumvent any unforeseen circumstances we would like to reserve the small municipal parking lot located at Walnut Street and Route 31 for any overflow created and to accommodate the voters' parking needs. The location of this municipal parking lot is an ideal choice because of its close proximity to the St. Charles Free Methodist Church Polling Place.

With your permission and acquisition of these additional parking spaces we would be willing to handle the "parking signage" for the Election Day; however, we would be happy to discuss these in detail with the St. Charles Police Department and Public Works to assure the optimum setup is utilized. Mike Payne, our Warehouse Coordinator will oversee this.

Your assistance and cooperation in resolving the ensuing parking problems for this polling place would be greatly appreciated. We are confident with your collaboration we can assure our voting public will have adequate parking and experience a better traffic flow while exercising their right to vote in the City of St. Charles.

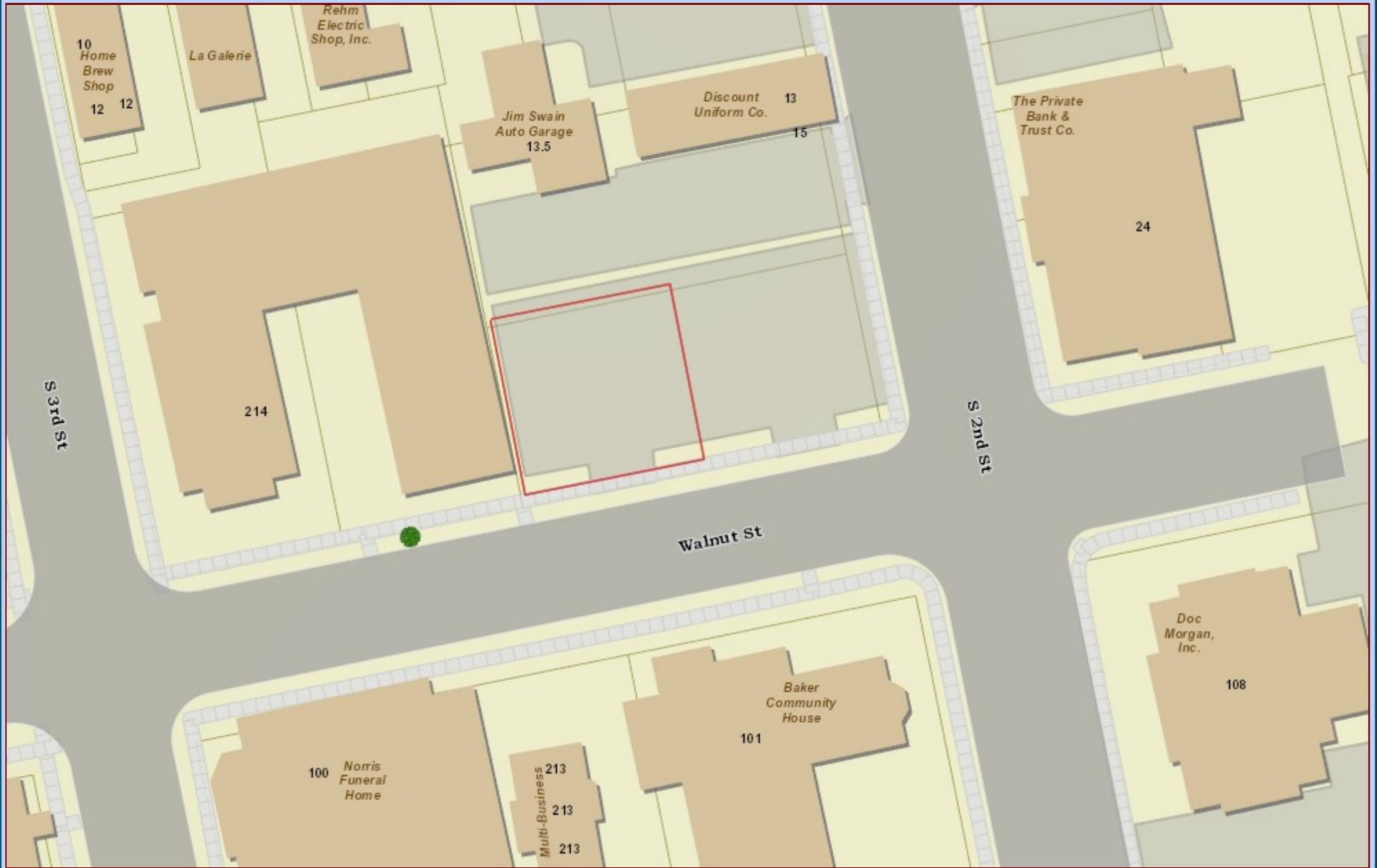
Sincerely,

A handwritten signature in black ink, appearing to read "Suzanne Fahnstock".

Suzanne Fahnstock, Director of Elections
Office of the Kane County Clerk, John A. Cunningham

SF:tk

Cc: James E. Lamkin, Chief of Police
Dan Rowe, Public Service Division Manager
Brian Moss, Moss Family Funeral Home Director



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: October 9, 2013 09:06 AM



This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174
 Powered by Precision GIS