

**MINUTES
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
MONDAY, AUGUST 22, 2016, 7:00 P.M.**

Members Present: Chairman Turner, Aldr. Stellato, Aldr. Silkaitis, Aldr. Payleitner, Aldr. Lemke, Aldr. Bancroft, Aldr. Krieger, Aldr. Gaugel, Aldr. Bessner, Aldr. Lewis

Members Absent: None

Others Present: Ray Rogina, Mayor; Mark Koenen, City Administrator; Peter Suhr, Director of Public Works; Chris Adesso, Asst. Director of Public Works - Operations; Karen Young, Asst. Director of Public Works – Engineering; AJ Reineking, Public Works Manager; Tom Bruhl, Electric Services Manager; Tim Wilson, Environmental Services Manager; James Keegan, Police Chief; Joseph Schelstreet, Fire Chief

1. Meeting called to order at 7:00 p.m.

2. Roll Call

K. Dobbs:

Stellato: Present
Silkaitis: Present
Payleitner: Present
Lemke: Present
Turner: Present
Bancroft: Present
Krieger: Present
Gaugel: Present
Bessner: Present
Lewis: Present

3.a. Electric Reliability Report – Information only.

3.b. Active River Project Update – Information only.

4.a. Recommendation to approve Downtown St. Charles Partnership Request for Amplification and Closure of 1st Street to Host Lighting of Lights in the 1st Street Plaza.

Chief Keegan presented. This is an annual event with no substantial changes from previous years.

No further discussion.

Motioned by Aldr. Bancroft, seconded by Aldr. Krieger. Approved by voice vote.

Motion carried

4.b. Recommendation to approve Amplification and a Resolution for the Closure of Routes 64 and 31 for the Holiday Homecoming Parade.

Chief Keegan presented. Again, this is an annual event with no substantial changes from previous years.

No further discussion.

Motioned by Aldr. Bancroft, seconded by Aldr. Bessner. Approved by voice vote.

Motion carried

4.c. 2016 Walk to End Alzheimers – Information only.

Chief Keegan presented. This is the second annual event, taking place on Saturday, September 24 from Pottawatomie Park to Mt. St. Mary's Park.

No further discussion.

4.d. Recommendation to approve the Use of Langum Park for the 2016 Camping with the 8th Event.

Chief Keegan presented. Kim Malay is here if the Committee has any questions. This was previously approved by Committee and Council to take place in June; however, it was pushed back due to scheduling issues. One important note is that the Executive Summary states there is a conflict on Sunday, September 25 with the Walk to End Alzheimers, but the conflict is actually Saturday, September 24.

Aldr. Lewis: I would like to amend the motion to waive the \$60 fee.

No further discussion.

Motioned by Aldr. Lewis, seconded by Aldr. Krieger. Approved by voice vote. **Motion carried**

5.a. Presentation and Discussion of Air Traffic and Airplane Noise over St. Charles.

Aldr. Lemke: This was originally called to my attention by the folks in the 2nd Ward; I have sent three requests to the FAA on specific issues and have not heard back from them yet. I would like to make a motion to have this tabled to a future meeting.

Mayor Rogina: I would like to point out there is no discussion on the table.

Chairman Turner: Kristi, please call a roll.

K. Dobbs:

Stellato: Yes

Silkaitis: Yes

Payleitner: No

Lemke: Yes

Bancroft: Yes

Krieger: Yes

Gaugel: Yes

Bessner: Yes

Lewis: Yes

No further discussion.

Motioned by Aldr. Bessner, seconded by Aldr. Krieger. Approved by voice vote. **Motion carried**

5.b. Presentation and Discussion of Tree Commission's Proposed Mission Statement for Natural Resources Commission.

Chris Adesso presented. Several months ago, I talked about the Tree Commission's desire to expand their purview and gave examples of their interests in becoming something like a Natural Resources Commission. Since then, the Commissioners have been hard at work putting together a Mission Statement. It is a comprehensive but also fluid Mission Statement which will provide a future commission with a lot of flexibility but not bind them to any specific focus.

Suzi Myers, one of our Tree Commissioners, is here this evening if you have any questions. If not, at this point I would like to turn it over the Committee to see if there is any feedback or direction you would like to give us. If not, we would like to continue discussions at the Tree Commission meetings and come back to the Committee at a later date with a proposed code revision which would allow this change from the Tree Commission to a Natural Resources Committee.

Aldr. Krieger: I'm assuming you will still be active in tree preservation?

Mr. Adesso: Forestry issues will remain at the forefront of the Commission's mission; we need to do that to preserve the existing code and the existing Tree City USA designation, so yes; that is very important to the Commissioners.

Aldr. Lewis: As I looking at the Mission Statement, I like what the City just did in shortening ours; yours feels natural if you shorten it a bit to get that punch.

Mr. Adesso: As much as I would love to take credit for the Mission Statement, it is actually the work of the Commissioners, but I would be happy to provide that feedback to them.

No further discussion.

5.c. Status of AT&T Pole Attachment Agreement – Information only.

Tom Bruhl presented. I have had a few questions regarding summer consumption, and if the Chairman wishes, I have a couple slides.

The summer of 2016 has been the hottest since 2012; we did not set any peaks, but sales have been strong and loads are within our predictions. We have had no heat related system problems.

Power Point presentation by Tom Bruhl.

Chairman Turner: I want to say you are doing an excellent job of keeping the power running during this hot summer.

Mr. Bruhl: Thank you. Tonight we are seeking feedback tonight; we have been negotiating with AT&T and I wanted to provide you with a status update. Within the last month we have reached a deadlock. The old AT&T Agreement started in 1984, and that allowed them to connect to our own poles; the poles are owned by the City and they are a renter, attaching to them for an annual fee. Among other things, that agreement defined how much they pay each year and how that payment can be adjusted over time and also some framework for how they are to transfer from an old pole to a new pole when we replace it; basically we put the new pole up and they are supposed to transfer within 60 days.

After a number of difficult interactions and no other remedies, we exercised our right to terminate the agreement for cause because they failed to transfer from old poles to new poles; in some cases, they were going on two years. We can't do anything, we can't touch their cable, we can't force them to transfer; all we can do is send them letters and eventually if they don't remedy the situation, terminate the agreement.

In February, 2016, we met with AT&T Managers after they defaulted. We brought forward a desire to negotiate a new contract with terms that addressed the places where

we've had conflict; those conflicts are in three places. The first being a reasonable, annual pole attachment cost and a non-controversial means for updating such over time. The existing agreement has a crazy formula that the two finance departments don't agree on. The second being a longer and financially punitive language term should they continue to not perform timely transfers. Right now, our only recourse is to terminate the contract after sending letters. We want to convert that to dollars – meaning if they don't do the transfer, we are going to get paid. The third being some type of cooperation when the City buries our electric lines off poles, so we don't end up taking power off poles and then the poles stay in people's yards.

In 2004, they were paying \$13.50 per year, per pole. Our Finance department recalculated that in 2015 and it came out to \$41; AT&T ran the same formula and came up with \$2.55. When you multiply that by 1,450 poles, there is a big difference; almost \$60,000 in revenue by our calculation and \$4,000 in revenue by their calculation. For comparison, the City entered into an agreement with ComEd to run fiber to the schools that are outside City boundaries; in 2001 that was an agreement that had us paying \$26 per pole, per year, with a 5% escalator, which is now \$51 per year. We recently signed an agreement with Wide Open West at \$26 per pole, per year, with a 5% escalator. During negotiations, our Finance Department made some concessions in the formula and dropped our number to \$36.05; they came up from \$2.55 to \$10, which is less than they were at before, but they don't want any escalator, they want to pay \$10 forever.

Regarding timely transfers; we are relatively close on terms, but we can't agree on the penalty for non-compliance. They want to cap the penalty for non-compliance at two years rental rate, which is \$20. We want to do something more daily based, similar to Ordinance violations. Also, they are required to transfer within 60 days; if they don't, they are going to take ownership of the old pole and all the liability that comes with it in addition to a daily financial penalty. We also want to have a penalty if they remove their lines and abandon the old pole.

When we do an overhead to underground conversion, we take all the power off the poles and put them underground. The old agreement had a rent to own option where the City had to sell AT&T the pole. We don't feel that when we want to remove our pole, that we have to give them a rent to own option. If we want to remove the pole, as a renter they should have a certain amount of time and they should have to get off so we can remove the pole. Right now we have about 40 poles that we transferred, and we can't do anything. They don't have rights to attach to our pole, because we are outside an agreement.

Staff is seeking feedback whether to continue to work with them and if we aren't successful, work with the City attorney on other alternatives.

Aldr. Lemke: Most import to me would be some way to bring them in on liability. There may be something that can be done separate from this agreement as a lever to achieve a new agreement.

Mr. Bruhl: That was the lever to cancel the agreement. There were 61 poles that could fall over any time, and they were City owned poles. If a pole fell on a car or a person, someone would look at the City and ask why we didn't remove the pole. The draft language states that at 60 days, the obligation to transfer does not go away, but the ownership of the pole and the liabilities that go with it transfer to AT&T. They have to spend money to move the pole at the end when they do a transfer. If it goes beyond 90 days, that's when we start racking up dollars.

Aldr. Silkaitis: I would like to know their calculation.

Mr. Bruhl: They did not provide that. They took our numbers and told us they came up with \$2.55.

Aldr. Silkaitis: What legal options do we have?

Attorney McGuirk: I haven't studied this in terms of remedy, but it is a breach of contract.

Mr. Bruhl: I have discussed this situation with my peers in Illinois and also at American Public Power and we do have reasonable options.

Aldr. Silkaitis: If we are going to do this contract, the 60 days needs to be shortened; I can't agree with that. We treat all companies the same way – why would we give special consideration to AT&T, who now has violated the contract terms. They are not paying anything right now, correct?

Mr. Bruhl: Correct.

Aldr. Silkaitis: But they're still using the poles?

Mr. Bruhl: Correct. We billed them last year and they did not pay.

Aldr. Silkaitis: I'm not going to play this game with them; if they don't agree to our terms, we go after them.

Aldr. Stellato: Tom, do these lines include cable tv service, or just telephone?

Mr. Bruhl: Both.

Aldr. Stellato: People make the decision to go with AT&T or Comcast every day; so I think it would be great if word got out through the press what is going on with A&T. It would be more of a marketing campaign to put pressure on them to move these poles.

Aldr. Krieger: I was a two year veteran of this problem; when they came to move the cables from the old pole to the new one, they weren't there 45 minutes. It isn't that big of a deal; I can't understand why this is dragging on so long.

Aldr. Lewis: Are you finding that other communities are having the same problem with AT&T?

Mr. Bruhl: They are, but they are in a different position. For example; Naperville and Winnetka are joint owners, so AT&T is a half owner of the pole. In this case we are in strategically favorable position; it's our pole and they are renters.

Aldr. Lewis: I agree with Aldr. Stellato to get the word out there.

Aldr. Gaugel: Since we terminated the agreement, we can't collect the \$13.50 per pole; is that correct, or are we still going to try to bill them?

Mr. Bruhl: The payment ran on a calendar year, so we have not done anything for calendar year 2016.

Aldr. Gaugel: Since that agreement was terminated, I would imagine that everything that went along with it is also completely gone, like the 60 days and moving their equipment off our poles. So we have nothing right now which is equally precarious. There is a piece of me that wonders if there is any value in offering them a short term moratorium in getting some of this work done with the intent of putting a long term agreement in place. Ultimately what we are talking about is service to the citizens.

Mr. Bruhl: This isn't going to cause people to not have service; they can always set a pole or trench in the right-of-way – they have that right as a utility. It's just a matter of if they want to rent space on our pole, do we want to define the terms.

Chairman Turner: What are the options going forward?

Mr. Bruhl: We have explored a number of options which might be better discussed at Executive Session.

Aldr. Silkaitis: You mentioned that they can put a pole up; do they need our permission to put a pole up?

Mr. Bruhl: Yes.

Aldr. Silkaitis: So they can't arbitrarily put poles up; we have to give them that right?

Mr. Bruhl: It would be a difficult legal position to deny them the legal right to use the right-of-way and set infrastructure in a standard utility practice.

Aldr. Silkaitis: I suggest our legal counsel get involved and see what we can do to get this done, but not on their terms.

Mr. Bruhl: I appreciate your comments and support.

No further discussion.

5.d. Recommendation to award the Bid and approve a Purchase Order for Kirk Road Electric Duct Crossing.

Tom Bruhl presented. We are asking to approve a purchase order for crossing Kirk Road, just south of Tyler Road for the purpose of tying the lines that we have on the west side of Kirk to the new Legacy Station that is going in on the east side. We developed civil plans with Engineering Resource Associates and we also worked closely with Kane County Division of Transportation to develop a plan to remove pavement and trench through the road.

The project involves extensive traffic control and protection; the road will not be closed, it will be down to one lane during the middle of the day, but no construction will take place during rush hour, which is all within KDOT requirements. Purchasing went to bid using our purchasing procedures. There were seven interested parties and we received four bids. Archon was the low bidder, their bid was \$375,760.15.

Aldr. Silkaitis: Does the price include repairing the road when they are done?

Mr. Bruhl: Yes, it is a lump sum and includes everything; traffic control and protection, installation of the infrastructure and repave the shoulder, median and through way.

Aldr. Silkaitis: And this is a not to exceed?

Mr. Bruhl: Yes it is. The plans were very clear. There was one addendum issued; because of some long lead time items that I had to purchase ahead of time, we took those out of the contract as an addendum before the bid was done.

Aldr. Gaugel: Are we dictating the number of days to complete?

Mr. Bruhl: No.

Aldr. Gaugel: Are they telling us how many?

Mr. Bruhl: KDOT has the end time, and we put it in the contract that once they open the road, they have 30 days to get the road back to four lanes.

Aldr. Gaugel: Have they given us any feedback as to whether they feel that is reasonable? Too short, too long, they'll get it done sooner than that?

Mr. Bruhl: They took no exceptions, but they did not state that it would be done sooner.

Chairman Turner: Kristi, please call a roll.

K. Dobbs:

Stellato: Yes

Silkaitis: Yes

Payleitner: Yes

Lemke: Yes

Bancroft: Yes

Krieger: Yes

Gaugel: Yes

Bessner: Yes

Lewis: Yes

No further discussion.

Motioned by Aldr. Silkaitis, seconded by Aldr. Lemke. Approved by voice vote.

Motion carried

5.e. Recommendation to award the Bid and approve Purchase Order for Storm Sewer Point Repair Services.

AJ Reineking presented. Our maintenance program for storm sewer operations is twofold; we have a cleaning and inspection program and then we have repairs that are subsequent of inspections which is lining, point repairs, manhole repairs. Last year, we did our cleaning and inspection in the southwest quadrant to the City. At that time, critical repairs were addressed on the spot which non-critical repairs were reported back to us at the end of the program and put in the queue to be repaired before they become severe. In addition, we will be advancing our cleaning and inspection maintenance program north of Main Street along the river this year.

When attempting to get quotes for the point repair services, contractors have been hesitant to give us a fixed number to do underground work when soil conditions and underground utility conflicts aren't necessarily called out. They prefer to submit hourly unit costs so they aren't as likely to be impacted by unforeseen circumstances once they start excavating. Last year was the first year we bid these services on a time and materials basis and had a very positive experience.

J&S Construction was our contractor; they work closely with our crew leader to lay out the job before they started digging, they go over time expectations and any material needs. If they needed materials that we had in stock, we would give it to them to avoid their material mark up costs.

We publically posted the bid, advertised and directly sent it to contractors we know do the work. J&S Construction was the low bidder on the submitted hourly rate. Staff

recommends awarding the bid for storm sewer point repair services to J&S Construction in the submitted bid rates at a not to exceed rate of \$113,000.

Aldr. Silkaitis: The material mark up; how do we know what they pay for the material? Do they give you an itemized bill? The mark up, I understand, but how do we know what they are paying for it?

Mr. Reineking: They do have to give us their receipts, and in general, they are using the same vendors we are using.

Aldr. Silkaitis: I just want to make sure that we know the base number to add 15% to.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Bancroft. Approved by voice vote.

Motion carried

5.f. Recommendation to award the Bid and approve the Purchase of a new Hydraulic Utility Machine.

AJ Reineking presented. Since the beginning of the year, the Public Services Division has been seeking an equipment solution to enhance our maintenance operations in the downtown area as well as broad applications throughout the City. Specifically we are looking to enhance our snow removal operations, planter and watering operations and sidewalk and streetscape maintenance activities. In looking at those operations, we sought a machine that has a hydraulic boom system that is capable of not only plowing snow and pushing it, but scooping it and raising it. In thinking of the current parking deck, our current operation at the existing west side parking deck is to scoop the snow and drop it down the helix, scoop it on the bottom and truck it out.

The new parking deck is going to be closed on all sides; we are not going to have the opportunity to do that. We are either going to have to push it down the aisle or load it into trucks from the top of the deck so we are looking for a piece of equipment that can raise a load up into a truck. In addition, we wanted it to operate a snow blower system and have the capability to carry water or tow a water tank behind it for deicing as well as plant watering operations.

Because this machine will be used extensively in our downtown area, the size of machine was a significant limiting factor. The helix ramp on the west side deck has a seven foot clearance and if we are going to be using it downtown, we have a five foot width requirement in addition to the weight restrictions on the parking decks. With those performance operational requirements in mind and our size restrictions, we prepared a bid for a machine. On August 3, we opened bids for this Hydraulic Utility Machine. We received one bid from Russo Power Equipment for the Avant Machine. Prior to issuing the bid, Staff tested four machines including the Avant. We liked it a lot and thought it was very capable; however, it had an air conditioning unit on top that would be

prohibitive to our size restrictions. Russo worked with the manufacturer after they saw our specs and developed a way to move that air unit to the back of the cab so that it would meet our requirements. The Avant is used in several municipal applications throughout Chicagoland. We called references and got very positive feedback.

Staff recommends award the bid for the purchase of the Hydraulic Utility Machine to Russo Power Equipment for the Avant unit in the amount of \$74,357.

Aldr. Gaugel: I did a little bit of looking; it is my understanding that Russo is the exclusive distributor for this equipment in this area, is the correct?

Mr. Reineking: For the Avant, yes.

No further discussion.

Motioned by Aldr. Bancroft, seconded by Aldr. Gaugel. Approved by voice vote.

Motion carried

5.g. Recommendation to award the Bid and approve Purchase Order for the Fall 2016 and Spring 2017 Parkway Tree Planting Program.

AJ Reineking presented.

Each spring and fall the City plants trees in the parkway throughout the community to replace trees that have been removed through the previous year. Tree removals for the purposes of this program are generally due to weather events, disease or infestation or significant trauma that the tree has suffered. We anticipate that between both planting seasons that we'll plant 300 – 350 trees this fiscal year.

On August 5th, the City opened bids for the FY16/17 Tree Planting Program. The program consists of supplying and installing the tree, installing gator bags and providing an initial watering and providing a 2 year warranty. Pedersen Company of St. Charles was the lowest responsive, responsible bidder.

Staff recommends awarding the bid for fall 2016 and spring 2017 Parkway Tree Planting Program to Pedersen Company in the amount not to exceed \$121,546.22.

Aldr. Lemke: Have we used them in the past?

Mr. Reineking: Yes, we used them for several years during the EAB Program. They were not our contractor last year, but they were several years prior.

Aldr. Lemke: One of the problems we had was that Tree Commission said they wanted diversity, and in 1 ½ block area we had ten trees taken out and all ten were Honey Locusts. I caution to make sure they don't use too many identical trees in one place. One of the problems I had with my replacement tree was that there was never a gator bag

placed on it. I'll approve this, but it needs to be very clear that they can't install all the same trees; in fact, I will say that Honey Locusts should be prohibited because of the over installation of them the last time.

Mr. Reineking: We did put together a very comprehensive, diverse bid package this year and we will be working with them on site to recommend the right tree for the right location to make sure we are not overloading one particular tree on a block.

Aldr. Krieger: I would like to find some way to encourage people to use the gator bags.

Mr. Reineking: We use a door hanger when we install a gator bag, but I'll talk to Lisa Garhan to work on a PR blitz for that.

Aldr. Lewis: There are many areas that do not have sidewalks or parkways. Do we ever plant trees in those locations? It is still City property in front of the home, but there is no sidewalk and parkway. In my area on Ash Street there are no sidewalks and so there are no trees; the trees are only on private property. Some residents need to take down dead trees on their private property and have asked as to whether a tree can be planted on the parkway so they wouldn't have to replace the tree on private property.

Mr. Reineking: We ran into a similar instance just this morning on Elm Street; it wasn't clear if it was ours or if it was a private tree, but we do measure out the right of way line and there are public trees on those lots. It might not look it because there is no sidewalk to delineate it and they might be sitting a little farther back, but there are certainly public trees in the right of way in those areas. I can follow up with you on a specific block.

Aldr. Krieger: We do not have a lot of sidewalk in my neighborhood, but we have a lot of nice trees that have been put in by the City.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Silkaitis. Approved by voice vote.

Motion carried

5.h. Recommendation to award the Bid and approve Purchase Order for the 2016 Asphalt Patching Program.

AJ Reineking presented. Earlier this year, the Public Services staff completed a windshield survey of the City's streets and alleys, looking for patches or sections of roadway in severe disrepair. We compared our notes with those of the Engineering Division and identified 39 locations in need of repair. We then prepared a bid specification for a 2" depth "Class D" patch with an estimated total 3,688 square yards of asphalt replaced.

We received seven bids to complete this grind and overlay work with Schroeder Asphalt Services being the lowest responsive, responsible bidder. Schroeder is the City's current

MFT Program contractor and has successfully completed other roadway improvement projects for the City in the past.

Staff recommends awarding the bid for the 2016 Asphalt Patching Program to Schroeder Asphalt Services, Inc. in the amount of \$72,072.00.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Silkaitis. Approved by voice vote.

Motion carried

5.i. Recommendation to Waive the Formal Bid Procedure and approve a Purchase Order for Sidewalk Lifting.

AJ Reineking presented. As noted in the Executive Summary, the City's sidewalk maintenance program consists of grinding which was awarded to "Safe Step" earlier this year, removal and replacement, which is predominantly done by staff, and concrete lifting. In recent years, concrete lifting has been a sole source program with Raise Rite being the only company willing to quote the work in the City.

After considerable research this year we've identified a second company to quote this work. B&B Concrete Lifting was the lowest qualified quoter.

Staff recommends waiving the formal bid procedure and authorizing a purchase order for Sidewalk Lifting to B&B Concrete Lifting in the amount not to exceed \$36,000.

Aldr. Lewis: Is this enough to cover the cost of what you need to do?

Mr. Reineking: Yes; this is our budgeted maintenance amount for this service.

Aldr. Lewis: Do you ever find there is more to be done and you have to wait?

Mr. Reineking: We generally get a good list over the winter, those get done by mid-summer and they keep trickling in so we call them back in later in the year.

Aldr. Payleitner: Thank you for searching for a new vendor; appreciate it.

No further discussion.

Motioned by Aldr. Payleitner, seconded by Aldr. Bessner. Approved by voice vote.

Motion carried

6.a. Recommendation to approve Disposal of Surplus Fire Department Equipment.

Fire Chief Schelstreet presented. The Fire Department currently has an MSA Altair 5X 4-gas monitor that has exceeded its service life. It has no trade in value and is not supported for maintenance. Additionally, one of the four sensors does not function. We were contacted by the Big Rock Fire Department; they are interested in the monitor if we would be willing to make a donation.

The appropriate Waiver and Release has been drawn up and staff supports the donation to the Big Rock Fire Department. Our recommendation tonight would be to approve the Ordinance declaring the listed equipment surplus, and authorize the Mayor to execute the Waiver and Release, enabling the donation to the Big Rock Fire Protection District.

No further discussion.

Motioned by Aldr. Krieger, seconded by Aldr. Bessner. Approved by voice vote.

Motion carried

6.b. Recommendation to approve the Closure of Parking Lot J and the 100 block of Riverside Drive for Fire Department Open House Events.

Fire Chief Schelstreet presented. We are requesting to close Parking Lot J and the 100 block section of Riverside in front of Fire Station 1 for the annual open house. During the open house, we give demonstrations, have various vendors and we do have a lot of children who attend the event. This is a safety precaution as the kids run back and forth to look at the trucks.

Staff is requesting the approval of the closure of Parking Lot J and the 100 block of Riverside Drive from 7:00 a.m. to 4:00 p.m. on Saturday, October 15 for the Fire Department Open House events.

No further discussion.

Motioned by Aldr. Krieger, seconded by Aldr. Lewis. Approved by voice vote. **Motion**

carried

7. Executive Session.

Move to go in to Executive Session regarding Property Acquisition.

Chairman Turner: Kristi, please call a roll.

K. Dobbs:

Stellato: Yes

Silkaitis: Yes

Payleitner: Yes

Lemke: Yes

Bancroft: Yes

Krieger: Yes

Gaugel: Yes

Bessner: Yes

Lewis: Yes

Motioned by Aldr. Stellato, seconded by Aldr. Bancroft. Approved by voice vote.

Motion carried

8. Adjournment from Executive Session.

Motion by Aldr. Krieger, seconded by Aldr. Bancroft. No additional discussion.

Approved unanimously by voice vote. **Motion carried.**

9. Additional items from Mayor, Council, Staff or Citizens.

None.

10. Adjournment from Government Services Committee Meeting.

Motion by Aldr. Stellato, seconded by Aldr. Krieger. No additional discussion.

Approved unanimously by voice vote. **Motion carried.**