

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.a

Title:

Consideration of Request by Property Owner of 710 Fox Glen Drive to Fund a Wall Surrounding a Portion of Property Due to Adverse Effects of the Red Gate Bridge

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: June 24, 2019

Proposed Cost: \$18,000 - \$25,000

Budgeted Amount: \$0

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Please find attached a letter from Mr. James Martin Jones who resides at 710 Fox Glen Drive requesting consideration for the City to fund a wall between his property and the Red Gate Bridge (see attachment for specific location). In essence, Mr. Jones is seeking financial support to build a roughly 228 linear screen wall, consistent with the existing screen wall along Rt. 25, due to the adverse effects of the Red Gate Bridge.

In 2013, the City Council approved a similar request from Mr. Jones' neighbors (along Rt. 25) and reimbursed the Woods of Fox Glen HOA about \$76,000 for roughly 950 LF of fencing after it was installed. At the time, Mr. Jones chose not to install the 8' tall polyethylene fence along his property line, so his neighbor's fence currently stops at the edge of Mr. Jones' property. Please find attached the July 23, 2012 Government Services Executive Summary and associated meeting minutes for additional detailed information.

In lieu of installing a fence along the Jones' property, the City reimbursed Mr. Jones \$12,700 in 2013 for the installation of sixteen (16) White Spruce Trees. Please find attached a Landscape Screen Construction and Reimbursement Agreement dated March 18, 2013 for additional detailed information.

Mr. Martin Jones would like the opportunity to discuss the situation with the Committee and staff would seek direction moving forward.

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

\*Request Letter from Mr. James Martin Jones \*Site/ Location Maps \*July 23, 2012 Government Services Executive Summary and Associated Meeting Minutes \*Landscape Screen Construction and Reimbursement Agreement dated March 18, 2013.

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

Discussion and Feedback



**#1** City for Families  
by FamilyCircle® 2011

Dear Sirs,

I'm writing to request the following discussion item be added to the agenda of the City of Saint Charles Government Services Committee meeting on June 24, 2019:

**Discussion Item:** Funding for a wall (WALL) located behind Parcel 09-15-475-007 at 710 Fox Glen Drive (PROPERTY) due to adverse effects of the Red Gate Bridge.

- As the owner of said property, I hereby request the Committee consider funding for a wall to be located directly between the back of property above and Route 25 (WESTERN SECTION), along with an adjacent section located between it and Route 25 to the north (NORTHERN SECTION). The Western Section would be an extension to an existing wall previously funded by the city in 2013 for neighbors located to the property's South. Both Sections of the wall are approximately 114 linear feet each, or 228 linear feet total.

The basis for the wall is threefold:

- Block the adverse, visual effects of the Bridge from Property, including the Bridge itself, along with its tall red lights and busy traffic
- Abate the noise coming from automobile traffic crossing the Bridge, along with the Route 25 traffic, which is especially loud due to vehicle acceleration and deceleration when negotiating the red light at the intersection of Route 25 and Bridge
- Eliminate the potential safety hazard associated with children wandering off into Route 25 from Property when playing in Owner's back yard.

Background Information:

- In 2013 OWNER, in the spirit of compromise, accepted reimbursement from the City for the cost of planting spruce trees at the back of property to provide a visual barrier, and in return agreed not to bring litigation against City for the impact of the Bridge. Owner accepted this arrangement in lieu of a wall generously offered to the Owner and adjacent Woods of Fox Glen neighbors, because the wall proposed was too low to block the property's visual impact from the Bridge. Moreover, it did not provide sound abatement due to the property's elevation higher than Route 25 and with a downward sloping back yard, nor did it mitigate the property's unique safety exposure.

RAYMOND P. ROGINA *Mayor*

MARK KOENEN, P.E. *City Administrator*

- A major issue was the way the city allocated the 2013 wall coverage, in lineal feet based on each property's proximate location contiguous to Route 25, in lieu of direct proximity to the Bridge itself and its associated red lights, and thus not based on the adverse impact of the Bridge itself. This approach was especially inequitable to Owner because of the unique characteristics of his Property, as follows:
  - Only property located directly across from the Bridge
  - Only property with a downward sloping backyard, a higher elevation than the wall, in visual line-of-sight to the Bridge and red lights, and having easy walking access onto Route 25
  - Only property impacted by the widening of Route 25, needed to provide a turning lane onto the Bridge, which reduced the amount of right-of-way between Owner's property and Route 25, as well as removed most of the existing vegetation blocking the view of Route 25.
  - One of two properties located at the end of the wall and thus not benefiting from the sound abatement and security advantages of having the wall extending out beyond both sides of property
- In effect, Owner was most impacted by the Bridge but allocated the least amount of wall coverage and associated funding. Consequently, the proposed wall provided limited noise abatement, no visual abatement and failed to address the safety hazard the Bridge presented to Property.
- Subsequent to the agreement of 2013, Owner realized the spruce trees would eventually grow to block the visual effects of the Bridge to an acceptable degree, but they would not abate the increasing noise, especially the noise associated with the automobiles braking and accelerating at the red light, having a much greater impact than expected when Owner signed the agreement.
- Later, the construction of the unsightly water tower nearby further exacerbated the impact of the Bridge on property. Moreover, the Bridge by design provided better transportation access for residential properties located on the west side of Saint Charles, resulting in increased traffic and further devaluation of property.
- Over the last five years, Owner has been trying to sell property at a price substantially less than he paid for it twenty years ago, but has been unable to do so primarily because of the visual, sound and safety effects of the Bridge and water tower. Thus, the adverse financial impact on Owner is indisputable.

While realizing he has no legal basis for his request, Owner does believe he has basis rooted in fairness. Given the City has obviously spent a considerable amount of money funding the Bridge and its accompanying landscape, making it a worthy investment for the St Charles community, shouldn't it fully complete its work and make everyone impacted by the Bridge whole, at least to the most practical degree?

Based on property's location directly across from the Bridge, Owner has obviously been adversely impacted to a unique degree, as well as by the water tower, and significantly more than any other property owner. Though this wall will not make Owner whole financially, Owner does believe it is the most equitable solution the City can provide, and is thus a fair settlement for both the Owner and the City.

Best Regards,

James Martin Jones

Cellular: 312-480-0018

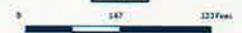
E-mail: [marline@icloud.com](mailto:marline@icloud.com)



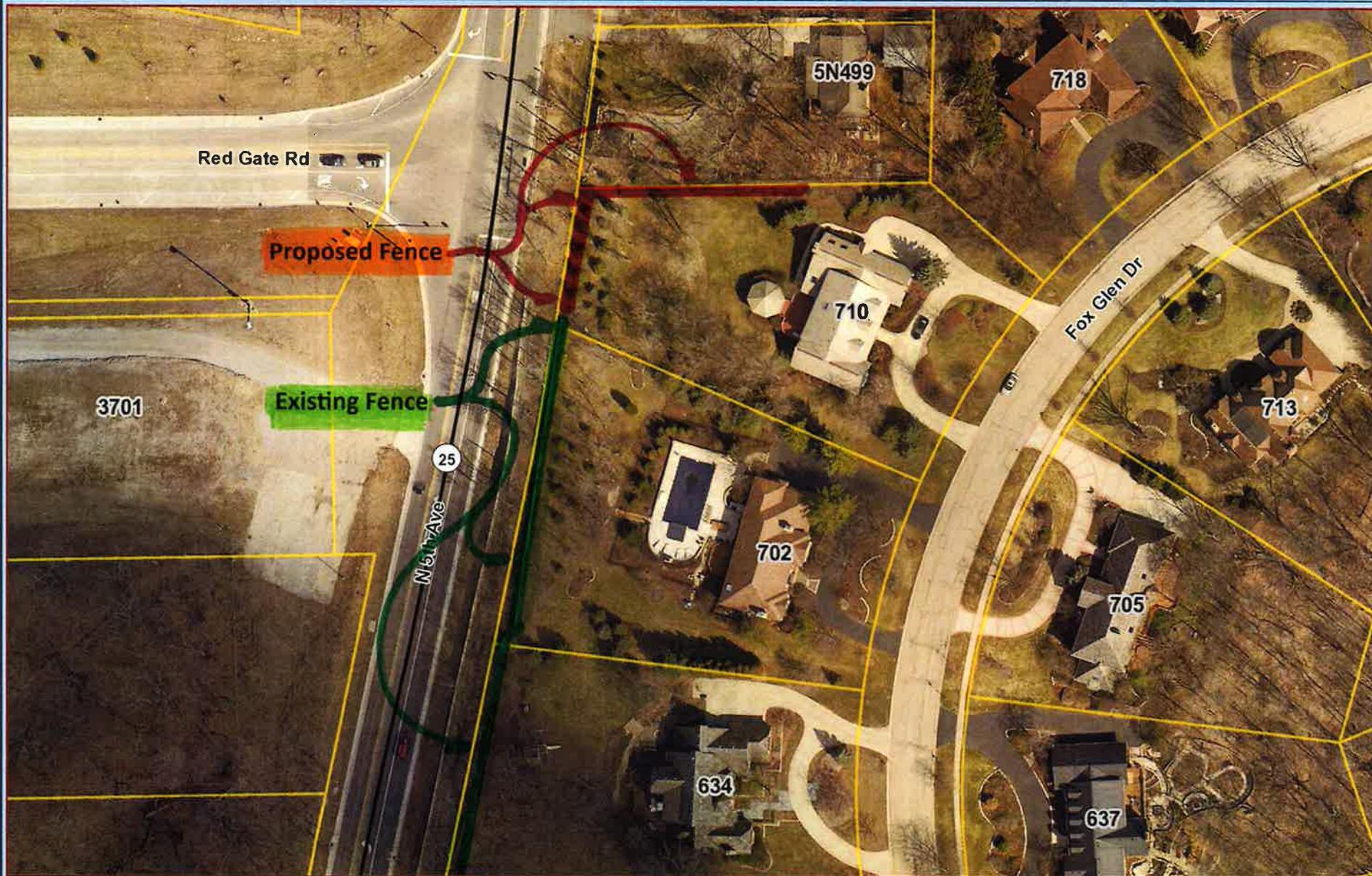
Data Source:  
 City of St. Charles, Illinois  
 Kane County, Illinois  
 DuPage County, Illinois  
 Population: 2000 Census (10000)  
 Coordinate System: State Plane Illinois East  
 North American Datum 1983  
 Printed on: June 18, 2010 08:37 AM



710 Fox Glen Drive



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 City of St. Charles, Illinois  
 Kane County, Illinois  
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 Precision: Barrow's Hexagon  
 Coordinate System: Illinois State Plane East  
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0 62 123 Feet

710 Fox Glen Drive - Proposed Fence

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## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Request for Fence along IL 25  
(Woods of Fox Glen Subdivision)

Presenter: Mark Koenen, Jim Bernahl

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 07.23.12
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$48,000 to 91,000	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Included as part of the Red Gate Bridge expense.

**Executive Summary:**

Robert Masulis, 634 Fox Glen Dr., has approached the city on behalf of residents with rear frontage along IL 25. Mr. Masulis has requested the city fund the installation of 150 feet of 8 foot high fence along the rear of their properties for 2 primary purposes. 1- Creating a barrier between their rear yards and the slope within the IL 25 ROW and 2 - Screening westerly sight lines from their property (due to the tree removal along IL 25 anticipating the new intersection with the Red Gate Road extension to IL 25).

Mr. Masulis has submitted fence information and costs for our consideration. Costs range from \$48,000 to \$91,000 (based on the fence type). The fencing price at the lower cost is generally the cedar material and the fencing price at the upper cost is the polyethylene material.

FYI, Mr. Masulis and interested Woods of Fox Glen Homeowners Association representatives met with city staff and the Mayor earlier this summer to discuss this matter. The concept of a wooden fence developed at this meeting. The HOA agreed to develop the cost information as included. Additionally, the fence would be installed on private property that included private property long term maintenance.

**Attachments:**

Photos of the IL 25 corridor today, photos of sample fence, fencing cost estimate, fence spreadsheet

**Recommendation/Suggested Action**

Staff recommends the committee consider the request and payment for the lower cost cedar fencing option.

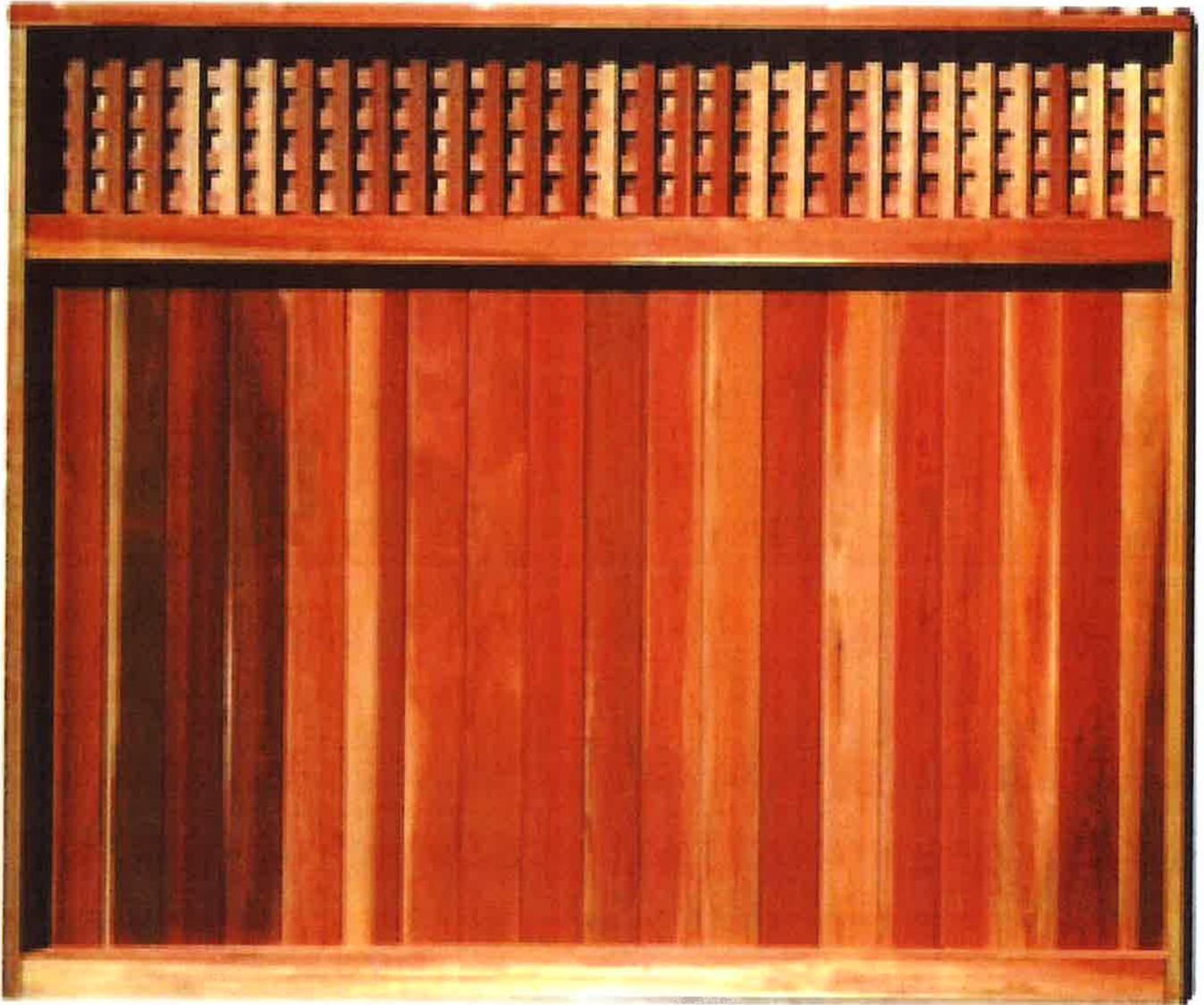
*For office use only:*

*Agenda Item Number: 4.c*

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FENCE







## Fence Connection Inc.

970 Villa St.  
Elgin, IL 60120  
(847)622-8860  
Fax (847)622-0479

[www.fenceconnectioninc.com](http://www.fenceconnectioninc.com)

~Proposal~

TO: Matthew Cavitt  
702 Fox Glen  
St. Charles, IL

Phone: (847)343-2051  
Cell: (630)513-6124

REF: Neighborhood Fence Project

DATE: May 24, 2012

### Scope of Work

We propose to install along neighborhood, 950' of fencing. We are providing you with quotes on 2 different products.

1. 950' of 8' SimTek fence, Life Time Warranty, Graffiti Proof and Crack Resistance. Post to be 5"x5" and set 42" in wet concrete.

Total \$76,000.00

2. 950' of 8' Trex Seclusions Privacy fence. 25 Year Warranty, all post set in concrete.

Total \$89,900.00

**MBE/Union Certified**

**\*THIS PROPOSAL IS VALID FOR THIRTY DAYS ONLY\***

Exclusions: Unless listed in the scope of work above. Construction fence/clearing fence lines/concrete, other than post footing/grounding/attachments to fence, wind screens, slats, etc./cost of subrogation/layouts, other than from preset stakes/underground obstructions/mow strips/ running electrical lines or electrical work of any kind. We are not responsible for any underground utilities, property lines, scrubs, flowers, trees or water sprinkler systems. **CALL ME IF YOU NEED ANY OF THE ITEMS LISTED IN EXCLUSIONS.** We are fully bondable and insured. [www.fenceconnectioninc.com](http://www.fenceconnectioninc.com)

Name: Juan Escobar  
Commercial Project Manager/Estimator



# Fence Connection Inc.

970 Villa St.

Elgin, IL 60120

(847)622-8860

Fax (847)622-0479

www.fenceconnectioninc.com

~Proposal~

TO: Rodney Cavitt  
702 Fox Glen  
St. Charles, IL

Phone: (847)343-2051  
Cell: (630)513-6124

REF: Neighborhood Fence Project

DATE: July 6, 2012

## Scope of Work

We propose to install 950' of 8' tall Traditional Style Western Red Cedar fence using DOUBLE Post Master Steel post set 6' on center and 42" in wet concrete. The fence will have (4) 2x4 rails attached to each post along the fence line. The pickets will be 1x6x8 Western Red Cedar with a cap board and two face boards to cover nails. Warranty will be for 5 years to correct any issues that may come up. Enclosed brochure for the Post Master attached. Post Masters come with a 15 year warranty.

**Total \$48,000.00**

We propose to install 950' of 8' San Juan Style wood fence, using Post Master Steel Post, picket top starts at 7', each section is framed in with 1x4 Western Red Cedar. 2x6 bottom board set at ground level. All post set 42" in wet concrete with Post Masters covered at each post. Fence is to have 6" Western Red Cedar pickets.

**TOTAL \$57,000.00**

We propose to install 950' of 8' Western Red Cedar, Lattice Top style fence using Post Master Steel Post set 42" in wet concrete. Fence is to have 7' of Privacy fence with 1' of custom lattice top. Fence will have a cap board and lattice will be secured with Western Red Cedar framing.

**TOTAL \$52,750.00**

**MBE/Union Certified**

**\*THIS PROPOSAL IS VALID FOR THIRTY DAYS ONLY\***

**Exclusions: Unless listed in the scope of work above.** Construction fence/clearing fence lines/concrete, other than post footing/grounding/attachments to fence, wind screens, slats, etc./cost of subrogation/layouts, other than from preset stakes/underground obstructions/mow strips/ running electrical lines or electrical work of any kind. We are not responsible for any underground utilities, property lines, scrubs, flowers, trees or water sprinkler systems.

**CALL ME IF YOU NEED ANY OF THE ITENS LISTED IN EXCLUSIONS.** We are fully bondable and insured. [www.fenceconnectioninc.com](http://www.fenceconnectioninc.com)

Name: Juan Escobar  
Commercial Project Manager/Estimator

**PEERLESS FENCE**

*A Division of Peerless Enterprises, Inc.*  
 33 W 401 Roosevelt Road \* West Chicago, IL 60185  
 (630) 584-7710 \* Fax (630) 584-7746

**PROPOSAL AND  
ACCEPTANCE**

Attn: Robert Masulis

<b>Proposal submitted to: Woods Of Fox Glenn HOA</b>		<b>Phone:</b> 630-540-1222	<b>Date:</b> 6-25-12
<b>Street:</b>		<b>Fax:</b>	<b>Job Phone:</b>
<b>City, State and Zip Code: St. Charles, Ill. 60174</b>		<b>Job Name:</b> Rt. 25 Fence Screen	
<b>Architect</b>	<b>Date of Plans</b>	<b>Job Location:</b>	

We hereby submit specifications for quotation: Furnish and install approx. 950 linear feet of 8' high fencing with options for wood, PVC vinyl and granite wall look a like polyethylene materials, work to consist of,

**Option # 1 Traditional Style Solid Board With A Top & Bottom Fascia & Cap Planks**

Ozark Timber Copperwood TM pressure treated lumber with a registered warranty for 25 years against rotting with Post Master TM galvanized steel posts, work to include,

- Steel posts set into a concrete footing 42" deep by 12" in diameter and placed on spaces of 6' or less.
- All dirt spoils to be spread along the out side of the fence line.
- All horizontal brace rails to be 2" x 4" and attached to the post with Posts Master steel screws, a total of four brace rails per fence section. Note all brace rails will be will be seen on the inside of the fence line. See alternate add for 1" x 6" x 8' boards attached to the inside of the fence creating a shadow box look.
- All vertical boards to be a 1" x 6" x 8' with a flat top cut top all nailed in a solid board pattern with a 2" x 6" fascia top and bottom plank and horizontal cap rail.
- All Post Master posts to be covered with a vertical board to hide the steel post.
- All posts to be furnished with a decorative Brookline wood cap attached to the 2" x 6" horizontal cap rail.
- All vertical boards to be triple nailed to each brace rail with galvanized steel ring shank nails a total of 12 nails per board for additional strength.

Total \$ 67,021.00

Alternate add for 1" x 6" x 8' flat top boards nailed to the inside of the fence line.

Total Add \$ 6,503.00

**Option # 2 Traditional Style Solid Board With A Top & Bottom Fascia & Cap Plank**

All lumber to be western red cedar with Post Master steel posts.

- No warranty against rotting.
- All other specs same as above.

Total \$ 63,927.00

Alternate add for a 1" x 6" x 8' flat top boards nailed to the inside of the fence line

Total Add \$ 5,891.00

Alternate deduct if the rear fence line is cleared and graded and made accessible for access with all trucks and equipment. This work is to be done by others.

Total &lt; \$ 6,000.00 &gt;

**Option # 3**

PVC vinyl fencing by Certianteed/ Bufftech with a limited transferable life time warranty and the SureStart labor warranty with materials to consist of,

- Style Galveston smooth finish.
- Color almond
- All posts to be 5" x 5" and set on spaces of 8' into a concrete footing 42" deep by 10" in diameter.
- All dirt spoils to be spread along the outside of the fence line.

- All horizontal brace rail to be 2" x 6" top middle and bottom rails all furnished with a steel reinforcement rail,
- All vertical pickets to be 7/8" x 7" tongue groove for maximum privacy.

Total \$ 66,598.00

Alternate deduct if the rear fence line is cleared and graded and made accessible for access with all trucks and equipment. This work is to be done by others.

Total < \$ 5,100.00 >

Option # 4

SimTek Tm polyethylene Granite Look wall system with a lifetime warranty with materials to consist of,

- All posts to be 5" x 5 and set on spaces of 8' into a concrete footing 42" deep by 10" in diameter.
- All dirt spoils to be spread along the outside of the new fence line.
- Fence panels to be 4' high by 8' wide and stacked vertically to reach an 8' overall height.
- Granite style is available in six colors from white to brown.

Total \$ 91,370.00

Alternate deduct if the rear fence is cleared and graded and made accessible for access with all trucks and equipment. This work is to be done by others.

Total < \$ 7,200.00 >

**Buyer to be advised that the SimTek and Bufftech fence products will only work on grade changes no more than 12" in an 8 linear foot run. The currant site has steep grades which will require engineering and grading which will be provided by others and is not included in this proposal. Also the new fence line will require clearing of tress, brush and existing fences, all by others.**

The above proposal is Based on: Full day mobilizations-Spoils spread along fence line-Normal digging conditions-Peerless standard safety requirements-Peerless standard insurance-Specifications & quantities above-Able to access fence line with digging equipment & cement truck-Fence line established by others-Private utilities located by others

Quoted price is based on the current market cost. We reserve the right to adjust this quote based on market conditions at the time material is ordered and delivered to the job site.

**Exclusions: Bonds, permits, licenses, and fees and spoil haul away**

**Payment to be made as follows: 50% deposit at placement of order and balance due upon completion.**

**OWNER MUST OBTAIN ALL PERMITS.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Customer here by assumes full responsibility for the location of the line upon which fence materials are to be installed and locate any and all private cable to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Peerless Fence to Call J.U.L.I.E.

I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE.

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Authorized Signature:

John M. Seger, Commercial Sales

PEERLESS FENCE

**Note: we may withdraw this proposal if not accepted within 0 days.**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

# Peerless Fence

*(A division of Peerless Enterprises, Inc.)*

**33W401 Roosevelt Road**

**West Chicago, IL 60185**

**630-584-7710**

**630-584-7746 fax**

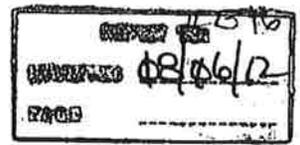
President HOA: Robert Masulis  
Project: Traditional Wood Fence  
Owner: Woods of Fox Glenn HOA  
Peerless Job Number: TBD

Robert;

As discussed previously the traditional style wood fence does have some short comings as they pertain to the effectiveness as a maintenance free site and sound barrier product. Let's address the site barrier aspect first. All lumber will expand and contract and must be constructed to allow for weather changes and site conditions. Fence grade lumber is not milled to precise dimensions and allowances need to be made during the construction. With that said there will be some spacing in between the vertical boards. As a sound barrier a single faced board fence does not have any sound engineering information that we are aware of and would require additional research to provide that type of information. General maintenance of the fence will require wood stain, sealers or perhaps paint. Lumber will warp, split and turn grey in as little as a year from the date of installation.

We have proposed a traditional wood fence which will be constructed using steel posts designed for this type of application and follow fence industry standards as they apply to post spacing, concrete footings and horizontal bracing for an 8' high fence structure. Given the current site conditions as they pertain to the grades and elevations of the fence line a stick built wood fence would be the basic option. However, to meet the concerns of providing an esthetic maintenance free site and sound barrier fence this does not meet those expectations. We strongly recommend the Sim-Tek Granite look a like polly fence as it will meet all of the expectations. Please let me mention the required earth work that will need to be done in order to construct this product.

Regards,  
John M. Seger  
Commercial Sales



**MINUTES  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
MONDAY, JULY 23, 2012, 7:00 P.M.**

**Members Present:** Chairman Stellato, Vice-Chairman Turner, Aldr. Monken, Aldr. Payleitner, Aldr. Rogina, Aldr. Martin, Aldr. Krieger, Aldr. Bessner,

**Members Absent:** Aldr. Carrigan, Aldr. Lewis

**Others Present:** Mayor Donald P. DeWitte, Brian Townsend, City Administrator; Mark Koenen, Director of Public Works; Richard Gallas, Asst. Director of Public Works; James Bernahl, Public Works Engineering Manager; John Lamb, Environmental Services Manager; Peter Suhr, Public Services Manager; Tom Bruhl Electric Services Manager; James Lamkin, Police Chief

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

2. Roll Call

K. Dobbs:

Stellato: Present  
Monken: Present  
Carrigan: Absent  
Payleitner: Present  
Turner: Present  
Rogina: Present  
Martin: Present  
Krieger: Present  
Bessner: Present  
Lewis: Absent

3.a. Electric Reliability Report, May 2012  
Information only.

3.b. EAB Control Efforts  
Information only.

4.a. Recommendation to approve contract for sanitary sewer service to resident at 36W171  
Indian Mound Road.

~~John Lamb presented. This item may look familiar; it's the same address of the homeowner from last month that you approved for a water connection; after the last meeting the contractor and homeowner approached me about wanting sanitary sewer service at this address also. This agreement is verbatim of the other agreement with sanitary sewer in place of water.~~

~~Staff recommends approval of the agreement with the homeowner for sanitary sewer service at 36W171 Indian Mound Road.~~

~~No further discussion.~~

~~Motioned by Aldr. Turner, seconded by Aldr. Monken. Approved unanimously by voice vote. Motion carried.~~

4.b. Recommendation to extend Lease Agreement with BMO Harris Bank (Parking Lot B).

~~Mark Koenen presented. This item deals with the BMO Harris Bank parking lot which is adjacent to the property at Illinois Avenue between Riverside Avenue and Second Avenue. There was a first amendment presented in April to extend this lease to the end of July in order to work out some business terms with the bank. Those terms have not been completely worked out and the bank has requested that they provide us with a second amendment that would take us for another six months until the end of January. I would ask the committee to endorse the amendment so we can work out the final business terms, which will lead us to a ten year lease as we have had in the past.~~

~~No further discussion.~~

~~Motioned by Aldr. Monken, seconded by Aldr. Krieger. Approved unanimously by voice vote. Motion carried.~~

4.c. Recommendation to approve request for fence along IL Rt. 25 (Woods of Fox Glen Subdivision).

Mark Koenen presented. This item deals with a request that the Public Works Department received from the Woods of Fox Glen Homeowners Association. It is in conjunction with the Red Gate Bridge construction. I've got a very brief Power Point Presentation that I thought might help introduce the topic for those who aren't familiar with it. We have residents from the Woods of Fox Glen here with us tonight and some of them will want to share their comments to supplement what I'm presenting to you now.

Power Point presentation by Mark Koenen.

Mr. Masulis: Bob Masulis, 634 Fox Glen Drive. I'm here to speak on behalf of The Woods of Fox Glen Homeowners Association.

I'm directly affected by the safety issues that the removal of trees has brought as part of removal. It's a big concern from my standpoint as there is no buffer now. When the trees existed prior to that, there was a natural buffer, i.e. trees, shrubs, etc. About  $\frac{3}{4}$  of that shrubbery and the tree line has now been removed. For the eight years that I've lived here, we've never been able to throw a ball and have it actually roll onto Rt. 25, but we did the first week those were removed. A concern of the homeowners is that without having that natural buffer, we now have a safety condition. At the highest point, we reach anywhere from 15-20 from the back of our backyards to Rt. 25. In addition, by the natural embankment, all that vegetation has been removed at such a drastic slope that normal vegetation doesn't really live. It's a 1 to 1 slope which is about where we are at today. In general, to have regular vegetation there, you'll want a slope of about 4 to 1. We have more problems with the safety because by widening the lanes, we've also increased our slopes. In addition to that, we now have a six foot high vertical retaining wall, so even if someone does go off to the back side of that, they are going to a six foot vertical drop down to Rt. 25.

What we are requesting from the city is to fund safety issues and give us some kind of a fence to prevent any access off our backyards. In addition, we do have some concerns that we did get bids from three different companies to give us different options for fences. The \$48,000 option is a standard fence, which is an 8 foot high, single board fence. That, per both fence companies, is not a recommendation or a valid solution in their opinion, for a couple reasons. For one, single board is not made from great lumber, so this fence is going to be a maintenance problem and it's also going to be a safety issue from the standpoint that even in a year we will have potential cracking and maintenance. On the minor end of it is the appearance. The two pictures that you were shown would be acceptable solutions. They would also solve the safety and maintenance issues because they give our vertical boards a shorter distance. We are going to have straighter boards which will have a nicer appearance. Remembering the fact that this fence will go approximately 980 feet to the front entry of our subdivision this would be a much more acceptable, visual solution.

The cedar fences are being priced out at \$57,000 and \$52,000. The SimTek Fence is a lifetime warranty, graffiti free and it matches the style of the proposed retaining wall that is going to be put in and is priced out at \$76,000. Our major concern is that we would like some help with a solution to this safety issue. We understand the necessity to add the bridge and the left turn lane, but it has had a detrimental effect to our neighborhood, primarily from a safety perspective. There is nothing preventing any of us to walk off the back of our property and go down a very steep slope and now also go to a six foot vertical drop.

Chairman Stellato: Can you talk about long term maintenance and responsibility?

Mr. Masulis: As a group, there are six homeowners along this property line that are affected. Five of us are in favor of the fence, and we've decided we would accept the ongoing maintenance of the fence. I do want to strongly urge you that we understand too,

that the SimTek is about 30% more expensive than the proposed fence that we've offered in cedar, but the 30% gives us a lifetime warranty and is also graffiti free.

Our concern about any of the cedar fences, especially the straight picket fences is that we've been told within a year we are going to have splitting, cracking and maintenance on the whole fence. The SimTek fence is a one-time purchase that should last forever. Visually it will be nice too because it's going to match what people are going to see along Rt. 25 with the addition of that turn lane.

Aldr. Payleitner: Mark, you described a retaining wall. I'm confused, where is that going to be?

Mr. Koenen: There will be a slope that is at a 3 to 1 and there is a six foot high retaining wall that will split the difference between the back of the curb and the top of the slope, which is where the property line is.

Aldr. Payleitner: Would that keep balls from going in the street?

Mr. Koenen: The retaining wall would not. It would roll right down. The landscape that is in the field today from the top of the retaining wall to the top of the hill will stay in place and the fence would be placed on the private property side at the top of the slope.

Mr. Masulis: Is there additional landscaping going in there? All of that has been removed. Is it going in as grasses or something that is hardier and thicker?

Mr. Koenen: Anything that has been disturbed will be replaced with a grass mix because we are concerned about erosion in the long term.

Chairman Stellato: You mentioned five out of the six homeowners are interested? How is that going to work?

Mr. Masulis: For the homeowner who is not interested, there is not as much of a safety issue because he is less than 30 inches from grade at that point.

Aldr. Rogina: Mark, this is a budget/safety question. I read in the Executive Summary that the Mayor and city staff met with Mr. Masulis earlier this summer; I read in another spot that this is a budgeted item and at the top of the Executive Summary it says included as part of the Red Gate Bridge expense. Help me on this; is the expenditure being proposed coming out of the Red Gate Bridge budget?

Mr. Koenen: The fence was not contemplated when the budget for the Red Gate Bridge project was prepared. Having said that, we have a contingency for unexpected construction related issues as we process this project. If we were to move ahead with any kind of fence here, that money would come from the contingency.

Aldr. Rogina: That could also apply to other safety issues that might occur from the completion of the Red Gate Bridge down the line in other areas as well, correct?

Mr. Koenen: We would have to set it aside for that purpose, yes.

Aldr. Rogina: Is there precedent in the city for the Council to expend city funds on private property for a safety issue?

Mr. Koenen: There are two fences I would represent where the city has spent money in conjunction with state funds. One is along Tyler Road. In 1985 when the four lane section of Tyler Road was constructed, there is a stockade fence on the curve that was constructed as a part of the project and there was a cost sharing arrangement for that between the city and the state. In that particular case there was a land acquisition component which is why there was a shared expense. There is also a sidewalk along Tyler Road as well.

The second location is along South 7<sup>th</sup> Avenue, from South Avenue south, there is retaining wall built at the back of the sidewalk, it's a 5 to 7 foot high stockade fence built on top of the retaining wall because homes back up to the retaining wall and it was clearly a safety issue there.

Chairman Stellato: So the direction you are looking for tonight is if we are okay with spending this money as per the budget of the Red Gate Bridge as part of the funds and what amount?

Mr. Koenen: You had not heard about this before tonight, so the question is if you want to entertain it. If the answer is yes, the next question would be what style fence or how much you would like to commit to the project? If the answer is no, that's a different alternative.

Aldr. Turner: I would say this is a good idea, especially if it's going to roll in with the Red Gate Bridge funds. This is a major project and it has disturbed neighborhoods both on the east and the west side. I definitely want to move forward on this. Regarding the cost, I think in the long run I would rather go to no maintenance vs. having maintenance issues. We are spending a lot of money on how this bridge looks and fits in with the community, I think it's important that the any additions match the bridge so I would go with the SimTek in my opinion.

Mr. Koenen: There is an exception under the SimTek Fence that deals with the clearing for the fence to be constructed and leveling of the path where necessary which is currently not included in that price. We don't have a cost for that element.

Mr. Masulis: We've talked to them about that and they've included that in their cost.

Aldr. Turner: I recommend approval of the request for a SimTek fence along IL Rt. 25 Woods of Fox Glen Subdivision, not to exceed \$76,000.

No further discussion.

Motioned by Aldr. Turner, seconded by Aldr. Krieger. Approved unanimously by voice vote. Motion carried.

~~4.d. ComEd Reliability and Maintenance Issues - Information only.~~

~~Thomas Bruhl presented. There were four momentary outages; we do have causes for all of them. We had our first sustained outage on June 24 due to a broken pole inside the ComEd substation. Subsequent to that, they've tested all the poles. We do not have details on the July 1 and 2 storm yet. Their team went from storm mode to heat wave mode, so they haven't been able to investigate.~~

~~I would like to highlight that our long-time partner named Mark Heckman retired, but ComEd did appoint Mike Staples who is following in the footsteps of his very positive relationship with us.~~

~~I have some pictures of a very timely upgrade ComEd did north of the Q Center. We are working with them to bring in a tenth feed which would feed the station we are going to put just south of Red Gate Road and we also track ComEd's maintenance programs; they do a number of different maintenance items on each line and we track that quarterly to make sure they are doing what they say they are on their lines. As you can see from this picture of the tree on the lines, this would have resulted in an outage of approximately 2100 customers on July 1 in the central part of town. This tree fell directly on the line as you can see, and it did not cause any interruption at all. The term they use is spacer cable; it's insulated conductors bundled together with fiber glass insulation and it will withstand contact from both - it won't flash over and it is also strong enough to hold the tree up.~~

~~No further discussion.~~

~~4.e. Recommendation to approve a Budget Addition for New Business Job at 1510 E. Main Street (Old Baker's Square).~~

~~Thomas Bruhl presented. This project is at 1510 E. Main, which is the old Bakers Square. They are doing a multi-tenant strip mall that was not contemplated, so we are looking for a budget addition to put in the new transformer and cable that will be 100% reimbursed by the developer.~~

~~No further discussion.~~



2013K023770  
SANDY WEGMAN  
RECORDER - KANE COUNTY, IL

RECORDED: 4/1/2013 1:24 PM  
REC FEE: 33.00  
PAGES: 5

*Sandy Wegman*  
Kane County Recorder  
719 S Batavia Ave, Bldg C  
Geneva. IL 60134

Recording Cover Page

This page added for the purposes of affixing Recording Information

Deed \_\_\_\_\_

Other Landscape Screen Construction and Reimbursement Agreement

UCC

Plat

Remarks:

City os St. Charles  
2 East Main Street  
St. Charles, IL 60174

*ch*

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LANDSCAPE SCREEN CONSTRUCTION  
AND REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") is made on this 18<sup>th</sup> day of March, 2013, by and between the City of St. Charles, an Illinois municipal corporation (the "City"), and Anne and Marty Jones (the "Owners").

A. The Owners are the owners of the real estate located at 710 Fox Glen Drive, St. Charles, Illinois (the "Subject Realty"), located adjacent to the Red Gate Bridge constructed by the City.

B. In order to promote public health, safety and welfare, the City is willing to provide certain assistance with regard to the installation of a landscape buffer in order to screen the view of the Red Gate Bridge from the Subject Realty, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owners hereby agree as follows:

**Section 1. Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement as substantive provisions hereof.

**Section 2. Owners' Responsibilities.** The Owners shall arrange for the installation of sixteen (16) 13-14' White Spruce trees, along with related topsoil and mulch, as described and shown on the plan (the "Plan") attached hereto and incorporated herein as Exhibit "A" (the "Improvement"). The Improvement shall be installed on the Subject Realty, not on any adjacent public right of way. The Owners shall be responsible for hiring a contractor for the installation of the Improvement and for paying all amounts due to said contractor for said work. The Owners shall obtain all required permits and shall ensure that the work is done in accordance with all applicable laws and regulations.

**Section 3. City's Responsibilities.** Once the Improvement has been installed, the City will inspect the work, and if said work has been done in compliance with the Plan and all applicable laws and regulations, the City shall reimburse the Owners for the actual cost incurred by the Owners for such installation, up to a maximum amount of \$12,700. Such reimbursement shall occur within thirty (30) days of receipt of a written request from the Owners. The request shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the City shall reasonably require evidencing the right of the Owners to payment hereunder.

**Section 4. Ownership of the Improvement.** The parties agree that the Owners shall be the owners of the Improvement and shall be responsible for any and all future maintenance and replacement of the Improvement. The City will have no ownership interest in said Improvement and shall not be responsible for the cost of any maintenance or replacement of the Improvement.

**Section 5. Waiver/Release.** The Owners agree that reimbursement pursuant to this Agreement shall operate as full and complete satisfaction of any and all claims they, or any successor owners of the Subject Realty, may have against the City arising out of the construction of the Red Gate Bridge and related intersection improvements and that they release, waive, and forever discharge any claim for monetary or other damages or relief related to same.

**Section 6. Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be served upon the parties, either personally or mailed by certified or registered mail, return receipt requested, or by Federal Express or similar overnight delivery service, addressed as follows:

If to Owners:

Marty and Anne Jones  
710 Fox Glen Drive  
St. Charles, Illinois 60174

If to the City:

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

**Section 7. Time.** Time is the essence of this Agreement.

**Section 8. Partial Invalidity.** If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end, the provisions of this Agreement are deemed to be separable.

**Section 9. Disclaimer.** Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by the Owners, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City and the Owners.

**Section 10. Integration.** This Agreement together with all Exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

**Section 11. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

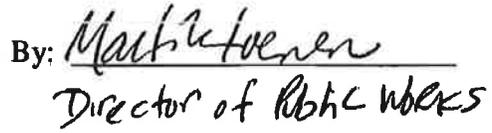
**Section 12. Recording.** The City shall record this Agreement against the Subject Realty in the office of the Recorder of Deeds, Kane County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

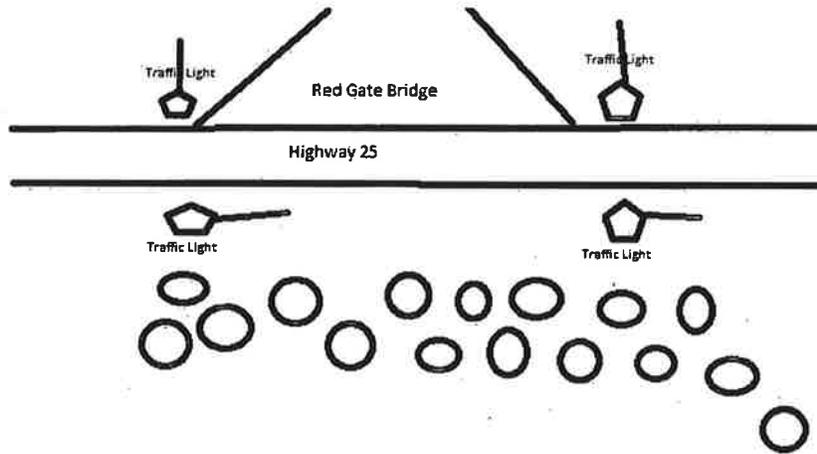
OWNERS:

  
\_\_\_\_\_  
Anne D. Jones

CITY OF ST. CHARLES,  
an Illinois municipal corporation

By:   
\_\_\_\_\_  
Director of Public Works

JK



710 Fox Glen Drive

