### AGENDA CITY OF ST. CHARLES GOVERNMENT OPERATIONS COMMITTEE ALD. TODD BANCROFT, CHAIR

### MONDAY, APRIL 1, 2019 IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

### 1. Call to Order

### 2. Roll Call

### 3. Administrative

a. Video Gaming Statistics - Information Only

### 4. Omnibus Vote

Items with an asterisk (\*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

### 5. Public Works

- a. Recommendation to approve Budget Addition for Renaux Manor Storm Sewer Replacement Project and Associated Construction Engineering Services.
- b. Recommendation to award the Bid for the Renaux Manor Storm Sewer Replacement Project.
- \*c. Recommendation to approve a Construction Engineering Agreement for the Renaux Manor Storm Sewer Replacement Project.

### 6. City Administrator

a. Follow Up Presentation from One St Charles (Downtown St. Charles Partnership & the Greater St. Charles Convention and Visitors Bureau) for FY 2019-2020.

### 7. Executive Session

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

### 8. Additional Items from Mayor, Council, Staff, or Citizens.

9. Adjournment

### **ADA Compliance**

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

	AGEND	A IT	EM EXECUTIVE SUMMAR	<b>Age</b> Age	nda Item number: 3a
	Title:	Vid	leo Gaming Statistics – In	formatio	n Only
ST. CHARLES	Presenter:	Jim	Keegan, Chief of Police		
Meeting: Governm	ent Operatio	ons C	ommittee Date: Ap	pril 1, 2019	
Proposed Cost: \$			Budgeted Amount: \$		Not Budgeted:
Executive Summa	<b>ry</b> (if not bu	dgete	d please explain):		
February 2019 repo	ort for St. Ch		ending applications into the st Video Gaming Revenue as of		
Illinois Gaming Bo	censed Video ard Video G	amin	ning Establishments/Pending . g Report – January 2012 –Feb g Report - February 2019		)
<b>Recommendation</b> / None – For Informa	00	Actio	n (briefly explain):		

### ILLINOIS GAMING BOARD VIDEO GAMING REPORT

### St. Charles

### January 2012 - February 2019

				VGT	Wagering Activi	ty		VGT Income		VGT	Tax Distribution	1
Municipality	Establishment	License Number	VGT Count	Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
St. Charles	A'Salute' Inc.	160702452	2	\$2,091,601.88	\$1,923,949.67	\$167,652.21	\$577,279.00	\$409,626.79	\$167,652.21	\$50,296.35	\$41,913.65	\$8,382.70
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$229,671.47	\$209,685.27	\$19,986.20	\$83,751.00	\$63,764.80	\$19,986.20	\$5,948.56	\$4,957.15	\$991.41
St. Charles	Alley 64, INC.	160702383	5	\$15,165,270.65	\$14,055,029.44	\$1,110,241.21	\$5,251,148.00	\$4,140,832.54	\$1,110,315.46	\$333,096.16	\$277,580.16	\$55,516.00
St. Charles	BK & MM VENTURES LLC	160702415	5	\$11,437,840.82	\$10,565,392.07	\$872,448.75	\$3,439,519.00	\$2,566,988.98	\$872,530.02	\$261,760.04	\$218,133.41	\$43,626.63
St. Charles	CRAZY FOX, LLC	170701805	4	\$588,711.81	\$525,868.86	\$62,842.95	\$191,103.00	\$128,260.05	\$62,842.95	\$18,853.16	\$15,710.98	\$3,142.18
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$706,452.96	\$644,396.84	\$62,056.12	\$222,854.00	\$160,797.88	\$62,056.12	\$18,617.34	\$15,514.48	\$3,102.86
St. Charles	DAWN'S VOODOO ROOM, LTD.	170702226	3	\$131,639.05	\$114,092.97	\$17,546.08	\$48,098.00	\$30,551.92	\$17,546.08	\$5,263.94	\$4,386.62	\$877.32
St. Charles	GOLREN ENTERPRISES, INC.	160703386	5	\$2,363,441.27	\$2,169,177.13	\$194,264.14	\$822,559.00	\$628,294.86	\$194,264.14	\$58,279.92	\$48,566.66	\$9,713.26
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$343,571.98	\$305,422.35	\$38,149.63	\$130,631.00	\$92,481.37	\$38,149.63	\$11,445.13	\$9,537.61	\$1,907.52
St. Charles	KILLOUGH LLC	160702650	4	\$323,128.13	\$297,527.05	\$25,601.08	\$127,669.00	\$102,067.92	\$25,601.08	\$7,680.48	\$6,400.40	\$1,280.08
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$3,152,285.52	\$2,867,290.35	\$284,995.17	\$937,824.00	\$652,828.83	\$284,995.17	\$85,499.94	\$71,250.01	\$14,249.93
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	5	\$6,249,347.30	\$5,794,001.50	\$455,345.80	\$1,827,193.00	\$1,371,825.20	\$455,367.80	\$136,610.98	\$113,842.49	\$22,768.49
St. Charles	NLHM Inc.	160702847	4	\$1,779,166.12	\$1,638,406.22	\$140,759.90	\$473,960.00	\$333,200.10	\$140,759.90	\$42,228.77	\$35,190.64	\$7,038.13
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$9,225,497.22	\$8,458,964.75	\$766,532.47	\$3,043,307.00	\$2,276,774.36	\$766,532.64	\$229,961.05	\$191,634.26	\$38,326.79
St. Charles	Panman, LLC	160703257	5	\$20,167.79	\$17,246.68	\$2,921.11	\$8,129.00	\$5,207.89	\$2,921.11	\$876.43	\$730.36	\$146.07
St. Charles	Pub 47 St Charles Inc.	180700422	5	\$451,127.23	\$407,893.79	\$43,233.44	\$150,077.00	\$106,843.56	\$43,233.44	\$12,970.29	\$10,808.58	\$2,161.71
St. Charles	Ram Restaurant Group Inc.,	180700820	5	\$296,481.08	\$268,035.82	\$28,445.26	\$108,795.00	\$80,349.74	\$28,445.26	\$8,533.82	\$7,111.52	\$1,422.30
St. Charles	Riverside Pizza, Inc.	160702553	4	\$4,139,878.89	\$3,820,305.54	\$319,573.35	\$1,436,084.00	\$1,116,510.65	\$319,573.35	\$95,872.63	\$79,893.88	\$15,978.75
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$6,080,325.31	\$5,627,455.86	\$452,869.45	\$1,794,657.00	\$1,341,787.55	\$452,869.45	\$135,861.59	\$113,218.02	\$22,643.57
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$4,514,960.52	\$4,101,411.00	\$413,549.52	\$1,520,096.00	\$1,106,546.48	\$413,549.52	\$124,066.11	\$103,388.43	\$20,677.68
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	5	\$1,407,771.31	\$1,286,848.66	\$120,922.65	\$449,637.00	\$328,698.75	\$120,938.25	\$36,281.97	\$30,234.97	\$6,047.00
REPORT TOTAL:	21	Establishments	93	\$70,698,338.31	\$65,098,401.82	\$5,599,936.49	\$22,644,370.00	\$17,044,240.22	\$5,600,129.78	\$1,680,004.66	\$1,400,004.28	\$280,000.38

3/20/2019

7:48 am

### ILLINOIS GAMING BOARD VIDEO GAMING REPORT

### 3/20/2019

7:47 am

### St. Charles

### February 2019

				VGT	Wagering Activi	ty		VGT Income		VGT T	ax Distribution	1
Municipality	Establishment	License Number	VGT Count	Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$16,052.20	\$13,947.70	\$2,104.50	\$5,989.00	\$3,884.50	\$2,104.50	\$631.41	\$526.18	\$105.23
St. Charles	Alley 64, INC.	160702383	5	\$318,376.56	\$287,425.40	\$30,951.16	\$111,372.00	\$80,420.84	\$30,951.16	\$9,285.45	\$7,737.87	\$1,547.58
St. Charles	BK & MM VENTURES LLC	160702415	5	\$400,159.07	\$372,579.57	\$27,579.50	\$121,263.00	\$93,683.43	\$27,579.57	\$8,273.97	\$6,894.97	\$1,379.00
St. Charles	CRAZY FOX, LLC	170701805	4	\$82,374.69	\$81,131.73	\$1,242.96	\$26,282.00	\$25,039.05	\$1,242.95	\$372.94	\$310.79	\$62.15
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$29,158.01	\$28,757.44	\$400.57	\$7,458.00	\$7,057.43	\$400.57	\$120.18	\$100.15	\$20.03
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$96,582.01	\$87,436.49	\$9,145.52	\$37,007.00	\$27,861.48	\$9,145.52	\$2,743.72	\$2,286.44	\$457.28
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$166,712.18	\$151,663.74	\$15,048.44	\$50,932.00	\$35,883.56	\$15,048.44	\$4,514.58	\$3,762.15	\$752.43
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	5	\$370,839.57	\$340,169.04	\$30,670.53	\$106,440.00	\$75,769.47	\$30,670.53	\$9,201.20	\$7,667.67	\$1,533.53
St. Charles	NLHM Inc.	160702847	4	\$140,536.37	\$126,866.83	\$13,669.54	\$38,009.00	\$24,339.46	\$13,669.54	\$4,100.87	\$3,417.40	\$683.47
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$342,836.72	\$315,600.75	\$27,235.97	\$111,223.00	\$83,986.86	\$27,236.14	\$8,170.86	\$6,809.05	\$1,361.81
St. Charles	Pub 47 St Charles Inc.	180700422	5	\$10,165.25	\$9,217.25	\$948.00	\$3,428.00	\$2,480.24	\$947.76	\$284.32	\$236.93	\$47.39
St. Charles	Ram Restaurant Group Inc.,	180700820	5	\$35,868.03	\$33,352.78	\$2,515.25	\$13,145.00	\$10,629.90	\$2,515.10	\$754.58	\$628.82	\$125.76
St. Charles	Riverside Pizza, Inc.	160702553	4	\$199,473.81	\$185,563.89	\$13,909.92	\$64,775.00	\$50,865.08	\$13,909.92	\$4,173.00	\$3,477.50	\$695.50
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$326,762.92	\$310,224.47	\$16,538.45	\$90,525.00	\$73,986.55	\$16,538.45	\$4,961.56	\$4,134.64	\$826.92
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$136,740.14	\$121,209.24	\$15,530.90	\$45,835.00	\$30,304.20	\$15,530.80	\$4,659.31	\$3,882.76	\$776.55
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	5	\$228,209.84	\$209,565.70	\$18,644.14	\$68,932.00	\$50,272.26	\$18,659.74	\$5,597.99	\$4,664.99	\$933.00
REPORT TOTAL:	16	Establishments	74	\$2,900,847.37	\$2,674,712.02	\$226,135.35	\$902,615.00	\$676,464.31	\$226,150.69	\$67,845.94	\$56,538.31	\$11,307.63

### Video Gaming Statistics February, 2019

LICENSED ESTABLISHMENTS		
Alexanders Cafe	1650 W. Main Street	St. Charles
ALIBI BAR & GRILL LTD.	12 N. 3rd Street	St. Charles
Alley 64	212 W. Main Street	St. Charles
Kane County Rookies	1545 W. Main Street	St. Charles
CRAZY FOX	104 E Main St	St. Charles
DAWNS BEACH HUT	8 N Third Street	St. Charles
DAWN'S BOATYARD	214 W Main St	St. Charles
THE FILLING STATION	300 W. MAIN ST.	St. Charles
ST. CHARLES BOWL	2520 W Main St	St. Charles
Second Street Tavern	221 S. 2nd Street	St. Charles
Brown's Chicken	1910 Lincoln Highway	St. Charles
The Evergreen Pub & Grill	1400 W Main St	St. Charles
Game On 3rd	11 N. 3rd Street	St. Charles
Riverside Pizza & Pub	102 E Main St	St. Charles
SPOTTED FOX ALE HOUSE	3615 E. MAIN ST	St. Charles
Tap House Grill	3341 W MAIN ST	St. Charles
St Charles Moose Lodge 1368	2250 W Rt 38	St. Charles
Pub 47	1890 W. Main St.	St. Charles
LICENSE PENDING		
HDF Entertainment, LLC – Main Street Pub	204 W Main Street	St. Charles
ROMANO MERCATO ITALIANO INC.,	210 Cedar Street	St. Charles
Yummy Place Burrito Los Asaderos, Inc.	2400 E. Main Street	St. Charles

	AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 5a
ST. CHARLES	Title:	Recommendation to Approve Bud Manor Storm Sewer Replacement Construction Engineering Service	Project & Associated
SINCE 1834	Presenter:	AJ Reineking	
Meeting: Governm	nent Operatio	ons Committee Date: April 1,	2019

 Proposed Cost:
 \$678,359.90
 Budgeted Amount:
 \$550,000.00

0,000.00 Not I

Not Budgeted:

 $\square$ 

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

The bids received for the Renaux Manor Storm Sewer Replacement project came in 35% over the budgeted amount of \$500,000. Staff has been working with the apparent low bidder, Cecchin Plumbing & Heating, Inc. to value engineer materials to the extent possible. This resulted in a savings to the City of \$60,000, or 9% of the project cost as bid. The remaining overage is due largely to utility conflicts that have potential to impact the pace of the project beyond the contractor's control.

Because fees for resident construction engineers are budgeted based on a percentage of the anticipated project cost, fees associated with the resident engineer also came in over the budgeted amount.

A budget addition in the amount of \$128,359.90 is required to complete this project. A budget transfer will not be necessary for this project as the project will be bond with the 2019 bond issue.

Attachments (please list):

\* Budget Addition Form

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

Recommendation to approve a Budget Addition for the Renaux Manor Storm Sewer Replacement Project & Associated Construction Engineering Services in the amount of \$128,359.90.

### **BUDGET REVISION REQUEST FORM**

Department:	Public Works	Date Requested:	April 1, 2019
Purpose of Req	uest/Comments (Free form	type)	
	revision: Provide funding nation engineering services. T		aux Manor Storm Sewer Replacement and ed in the 2019 bond issue.
	Equ	ual Dollar Transfer	
	Amount		
From Account #:		To Account #:	
Activity #:		Activity #:	
	Addition (or D	ecrease) to Departme	ont Rudgot
Account #	513501-56101 & 56160		
	AJ Reineking		04.1.2019 Date
Dir. Of Finance/	Administration:		Date Date
For Finance Use Revision entered By:	and updated		

\*Revised October 2017

	Agend	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 5b
	Title:	Recommendation to Award the B	
		Storm Sewer Replacement Project	t
ST. CHARLES	Presenter:	AJ Reineking	
Meeting: Governm	ent Operatio	ons Committee Date: April 1,	2019

Proposed Cost: \$614,009.90	Budgeted Amount: \$500,000.00	Not Budgeted:	
$\mathbf{F}_{}$	1 1		

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

For the last several years, the Public Services Division has been monitoring and attempting to remedy a calcium buildup within the storm sewer in the Renaux Manor subdivision. The western edge of the subdivision is built in an area of high groundwater, and the working hypothesis is that the ground water is heavy in dissolved bedrock solids which are solidifying in the storm sewer after infiltration through the storm sewer pipe, manholes, and also via residential sump pumping into the City's storm sewer. The result is that approximately 2,835 linear feet of reinforced concrete pipe (RCP) ranging in diameter from 10" to 42" is being constricted by as much as 50%. The project location includes:

- Deville Lane from Picasso Drive to St. Germain Place;
- The rear yard north of Deville Lane from the west end of the subdivision past Picasso Drive to Renaux Boulevard, and
- The rear yards of Matisse Drive from Picasso Drive to Renaux Boulevard.

To remedy this issue and restore capacity to the storm sewer in this area, a project has been developed to replace the concrete pipes with a non-porous PVC based pipe. The Public Works Department solicited bids for this project and received five responses with Cecchin Plumbing & Heating, Inc. of Bloomingdale, IL being the lowest responsive, responsible bidder.

However, at \$674,009.90 Cecchin's bid is still \$174,009.90 over the \$500,000 budget for this project. The majority of this overage is for labor associated with utility conflicts present on this project that were not accounted for in our Engineer's estimate. The City was able to recoup \$60,000 of the overage through value engineering the pipe material, bringing Cecchin's total bid to \$614,009.90.

As an aside; Public Works and Finance Department staff, along with the City's legal counsel, has also been reviewing SSA 48. Discrepancies were identified between the ordinance language and the attached exhibits that call into question the applicability of this project to be back funded through the SSA. As such, the determination has been made to include this project with the 2019 general fund bond issue.

Attachments (please list):

Bid Tabulation \* Cecchin Plumbing & Heating, Inc. Bid

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

Recommendation to award the bid for the Renaux Manor Storm Sewer Replacement Project to Cecchin Plumbing & Heating, Inc. in the amount of \$614,009.90.



### **BID RESULTS**

### Renaux Manor Storm Sewer Improvements

Bid Opening Date: March 7, 2019

Bidde				CECCHIN PLUMBING & HEATING MARTAM CONSTRUCTION TRINE CO			TRINE CONSTRUCTION CORP. V3		V3 CONSTRUCTION GROUP		ACQUA CONTRACTORS CORP		
Renaux Manor Pay Items	Plan Quantity	Units	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED		KTENDED	
20100110 Tree Removal (6-15 Units Diameter)	115.00	UNIT	\$ 15.00	\$1,725.00	-		\$ 24.75		\$ 16.00		-		
20100210 Tree Removal (Over 15 Units Diameter)	115.00	UNIT	\$ 27.00	4,158.00			\$ 32.25	, ,	\$ 28.00			,	
20101100 Tree Trunk Protection	47.00	EACH	\$ 80.00	\$3,760.00			\$ 117.50		\$ 82.00				
	12.00	EACH	\$ 90.00	1,080.00					\$ 100.00				
20101200 Tree Root Pruning													
20800150 Trench Backfill	641.00	CU YD		\$28,845.00			\$ 48.90		\$ 70.00				
21101615 Topsoil Furnish and Place 4"	4,327.00	SQ YD		,	\$ 5.00 \$		\$ 11.90		\$ 9.00				
25000110 Seeding, Class 1A	0.89	ACRE			\$ 11,250.00		\$ 9,065.25		\$ 16,000.00		\$ 1,600.00 \$		
25100630 EROSION CONTROL BLANKET	4,327.00	SQ YD		8,654.00		-,		,		,		,	
25200200 SUPPLEMENTAL WATERING	75.00	UNIT		\$75.00			\$ 57.05		\$ 130.00				
28000510 INLET FILTERS	36.00	EACH	\$ 150.00	5,400.00	\$ 185.00 \$	6,660.00	\$ 177.75	\$ 6,399.00	\$ 200.00	\$ 7,200.00	\$ 125.00 \$	4,500.00	
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 6													
42300200 INCH	94.00	SQ YD	\$ 60.00	\$5,640.00			\$ 71.30		\$ 65.00				
42400200 PORTLAND CEMENT CONCRETE SIDEWALK 5"	2,392.00	SQ FT	\$ 8.00	19,136.00	\$ 8.00 \$	\$ 19,136.00	\$ 7.85	\$ 18,777.20	\$ 6.75	\$ 16,146.00	\$ 7.00 \$	16,744.00	
42400300 PORTLAND CEMENT CONCRETE SIDEWALK 6"	553.00	SQ FT	\$ 10.00	\$5,530.00	\$ 8.20 \$	\$ 4,534.60	\$ 8.35	\$ 4,617.55	\$ 7.00	\$ 3,871.00	\$ 9.00 \$	4,977.00	
42400800 DETECTABLE WARNINGS	20.00	SQ FT	\$ 25.00	500.00	\$ 33.00 \$	660.00	\$ 59.80	\$ 1,196.00	\$ 26.00	\$ 520.00	\$ 32.00 \$	640.00	
44000100 PAVEMENT REMOVAL	102.00	SQ YD	\$ 15.00	\$1,530.00	\$ 26.00 \$	\$ 2,652.00	\$ 13.80	\$ 1,407.60	\$ 24.00	\$ 2,448.00	\$ 10.00 \$	1,020.00	
44000200 DRIVEWAY PAVEMENT REMOVAL	584.30	SQ YD	\$ 12.00	7,011.60	\$ 18.00 \$	\$ 10,517.40	\$ 10.35	\$ 6,047.51	\$ 20.00	\$ 11,686.00	\$ 4.00 \$	2,337.20	
44000500 COMBINATION CURB AND GUTTER REMOVAL	155.00	FOOT	\$ 10.00	\$1,550.00				\$ 1,069.50	\$ 15.00				
44000600 SIDEWALK REMOVAL	2,945.00	SQ FT	\$ 3.00	8,835.00					\$ 2.00				
550B0040 STORM SEWERS, CLASS B, TYPE 1 10"	83.00	FOOT	\$ 70.00	\$5,810.00			\$ 101.00		\$ 150.00				
550B0050 STORM SEWERS, CLASS B, TYPE 1 12"	284.00	FOOT	\$ 90.00	25,560.00			\$ 104.80		\$ 180.00				
550B0340 STORM SEWERS, CLASS B, TYPE 2 12"	294.00	FOOT	\$ 105.00	\$30,870.00			\$ 104.80		\$ 180.00				
550B2320 STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1-12"	136.00	FOOT	\$ 90.00	12,240.00		,	\$ 104.80						
SSUB2S20 STORIN SEWERS, RUBBER GASKET, CLASS B, TTPE 1-12	150.00	FUUT	\$ 90.00	12,240.00	\$ 64.00 ¢	5 11,424.00	\$ 104.60	\$ 14,232.60	\$ 180.00	\$ 24,460.00	\$ 122.00 \$	10,592.00	
550B2400 STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1-36"	141.00	FOOT	\$ 240.00	\$33,840.00	\$ 260.00 \$	\$ 36,660.00	\$ 308.50	\$ 43,498.50	\$ 370.00	\$ 52,170.00	\$ 400.00 \$	56,400.00	
550B2410 STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1-42"	142.00	FOOT	\$ 327.00	46,434.00	\$ 316.00 \$	\$ 44,872.00	\$ 341.00	\$ 48,422.00	\$ 480.00	\$ 68,160.00	\$ 425.00 \$	60,350.00	
550B2520 STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2-12"	289.00	FOOT	\$ 95.00	\$27,455.00	\$ 86.00 \$	\$ 24,854.00	\$ 104.80	\$ 30,287,20	\$ 170.00	\$ 49 130 00	\$   142.00   \$	41,038.00	
			-										
550B2560 STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2-24"	318.00	FOOT	\$ 160.00	50,880.00	\$ 161.00 \$	5 51,198.00	\$ 220.40	\$ 70,087.20	\$ 210.00	\$ 66,780.00	\$ 250.00 \$	79,500.00	
550B2580 STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2-30"	767.00	FOOT	\$ 160.00	\$122,720.00	\$ 237.00 \$	\$ 181,779.00	\$ 256.95	\$ 197,080.65	\$ 300.00	\$ 230,100.00	\$ 400.00 \$	306,800.00	
550B2600 STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2-36"	293.00	FOOT	\$ 240.00	70,320.00	\$ 288.00 \$	\$ 84,384.00	\$ 327.50	\$ 95,957.50	\$ 315.00	\$ 92,295.00	\$ 500.00 \$	146,500.00	
550B2610 STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2-42"	169.00	FOOT	\$ 327.00	\$55,263.00	\$ 366.00 \$	61,854.00	\$ 348.60	\$ 58,913.40	\$ 410.00	\$ 69,290.00	\$ 600.00 \$	101,400.00	
56300300 ADJUSTING WATER SERVICE LINES		FOOT	\$ 327.00 \$ 60.00										
JUDUUUU AUJUSTINU WATEK SEKVILE LINES	50.00	FUUT	ş 60.00	3,000.00	ş 22.00 Ş	5 1,100.00	ş 30.70	ο 1,835.00	\$ 35.00	\$ 1,750.00	ş 50.00 Ş	2,500.00	
COCO2800 COMPLIATION CONCRETE CURP AND CUTTER TYPE D C 42	155.00	FOOT	ć 10.00	ćc 200 00	ć 22.00 ć	E 115 00	ć 22.00	ć <u> </u>	ć 12.00	ć	¢ 24.00 ¢	F 370.00	
60603800 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12		FOOT	\$ 40.00 \$ 500.00	\$6,200.00					\$ 42.00				
A2000118 TREE, AUTUMN BLAZE MAPLE, 3"	2.00	EACH	+	1,000.00		,	\$ 788.50			,		,	
A2005824 TREE, SYCAMORE, 3"	2.00	EACH	\$ 500.00	\$1,000.00		,		/	\$ 620.00	, , , , , , , , , , , , , , , , , , , ,		,	
B2001068 TREE, FOX VALLEY RIVER BIRCH, 7' HEIGHT	4.00	EACH	\$ 300.00	1,200.00			\$ 788.50						
C2002124 SHRUB, CRANBERRY CONTONEASTER, 2' WIDTH	16.00	EACH	\$ 42.00	\$672.00			\$ 137.25		\$ 40.00				
C2C10018 SHRUB, ALPINE JAPANESE SPIREA, 18" HEIGHT	16.00	EACH	\$ 42.00	672.00			\$ 137.25		\$ 44.00				
D2002172 EVERGREEN, COLORADO SPRUCE, 6' HEIGHT	11.00	EACH	\$ 300.00	\$3,300.00	\$ 378.00 \$	\$ 4,158.00	\$ 788.50	\$ 8,673.50	\$ 370.00	\$ 4,070.00	\$ 500.00 \$	5,500.00	
K0012992 PERENNIAL PLANTS, ORNAMENTAL GRASS, 2-GAL POT	24.00	EACH	\$ 35.00	840.00			\$ 77.26				\$ 25.00 \$		
X0323100 PRE-CONSTRUCTION VIDEO	1.00	L SUM	\$ 5,000.00		\$ 2,200.00 \$				\$ 1,589.00				
X0327611 REMOVE & REINSTALL BRICK PAVERS	446.00	SQ FT	\$ 14.00	6,244.00		- ,			\$ 20.00			-,	
X0326806 WASHOUT BASIN	1.00	L SUM	\$ 780.00	\$780.00	\$ 1,550.00 \$	\$ 1,550.00	\$ 605.00	\$ 605.00	\$ 820.00	\$ 820.00	\$ 500.00 \$	500.00	
Z0004510 HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	490.30	SQ YD	\$ 21.00	10,296.30	\$ 56.00 \$	\$ 27,456.80	\$ 39.10	\$ 19,170.73	\$ 30.00	\$ 14,709.00	\$ 28.00 \$	13,728.40	
Z0077700 WOOD FENCE TO BE REMOVED AND RE-ERECTED	72.00	FOOT	\$ 110.00	\$7,920.00	\$ 82.00 \$	5,904.00	\$ 39.10	\$ 2,815.20	\$ 53.00	\$ 3,816.00	\$ 100.00 \$	7,200.00	
Z4420001 FLEXIBLE PAVEMENT PATCH	102.00	SQ YD	\$ 93.00	9,486.00	\$ 81.00 \$	\$ 8,262.00	\$ 86.25	\$ 8,797.50	\$ 98.00	\$ 9,996.00	\$ 95.00 \$	9,690.00	
Z5220001 REMOVE & REINSTALL MODULAR BLOCK WALL	243.00	SQ FT	\$ 20.00	\$4,860.00			\$ 56.05		\$ 34.00				
Z8010001 EMERGENCY GENERATOR	28.00	CAL DAY	\$ 50.00	1,400.00			\$ 402.50						
TOTAL PROJECT:				\$674,009.90		\$ 778,168.80		\$ 890,099.19		\$ 1,034,000.00	Ś	1,150,000.00	



#1 <u>City for Families</u> by FormityCircle 2011

March 4, 2019

Re: Renaux Manor Project - Request for Information #1

Dear Bidder:

### See list of RFIs and responses below. No written acknowledgement needed at time of bid opening.

Questions:

 Re: PREQUALIFICATION (page 2) states "Only contractors prequalified with the Illinois Department of Transportation for storm sewer installation shall be allowed to submit bids."

CLARIFICATION: The City of St. Charles reserves the right to qualify contractors who provide satisfactory references for work of a *similar size and scope* completed within the past 3 years. A brief description of the work should be provided for each reference. (Only work of a similar size and scope will be considered.)

- 2. Is prevailing wage required under this contract?
  - a. Prevailing wage is required under this contract, as specified in the Special Provisions on Page SC-2.
- 3. Are there any union requirements?

Answer: Please reference page SC-2: Supplemental General Conditions.

4. Will boots be required for manhole connections?

Answer: No, brick and mortar will be sufficient.

5. Will the timeline present problems for sodding for restoration?

Answer: No, as the project will utilize seed and blanket restoration.

6. Are the sidewalk restoration limits realistic with the equipment required to complete the work?

Answer: A field determination will be made if additional sidewalk needs to be replaced due to Contractor activity. Responsibility for replacement will be determined based on if the Contractor has made every reasonable effort to protect sidewalk that is to remain in place.

RAYMOND P. ROGINA Mayor Mark Koenen, P.E. City Administrator

TWO EAST MAIN STREET

L 60174 PHONE: 630-377-4400 www.stcharlesil.gov

FAX: 630-377-4440

ST. CHARLES, IL 60174



**City for Families** by FamilyCircle\* 2011

March 5, 2019

Renaux Manor Project - Request for Information #2 Re:

Dear Bidder:

### See list of RFIs and responses below. No written acknowledgement needed at time of bid opening.

Questions:

1. Will the City accept C900-DR 25 as a substitute for C900-DR 21 due to lack of availability of C900-DR 21?

Answer: Yes, the City will accept the use of C900-DR 25 in place of C900-DR 21.

2. Will the City accept C905-DR 25 as a substitute for C905-DR 21 due to lack of availability of C905-DR 21?

Answer: Yes, the City will accept the use of C905-DR 25 in place of C905-DR 21.

V-a Baruth

RAYMOND P. ROGINA Mayor MARK KOENEN, P.E. City Administrator

TWO EAST MAIN STREET

PHONE: 630-377-4400 FAX: 630-377-4440 ST. CHARLES, IL 60174 www.stcharlesil.gov

Illinois Department of Transportation			Local Agency Proposal Bid Bond
		Route	Renaux Manor Storm Sewer Imp
		County	Kane
RETURN	WITH BID	Local Agency	St. Charles
4 <del></del>		Section	N/A
F	PAPER BID BOND		
WE Cecchin Plumbing & Heating, Inc.	4 N 275	Cavalry Drive, Blooming	dale, IL 60108 as PRINCIPAL,
nd Liberty Mutual Insurance Company	175 Ber	keley Street , Boston, MA	02116 as SURETY,
re held jointly, severally and firmly bound unto the above Loca are amount specified in the proposal documents in effect on the xecutors, administrators, successors, and assigns, jointly pay	e date of invitation for	bids whichever is the lesser su	m. We bind ourselves, our heirs,
WHEREAS THE CONDITION OF THE FOREGOING OBLIG hrough its awarding authority for the construction of the work d	As a bound a dia a di se a di	and a state of the second	
THEREFORE if the proposal is accepted and a contract award THEREFORE if the proposal is accepted and a contract award shall within fifteen (15) days after award enter into a formal con of the required insurance coverage, all as provided in the "Stan Specifications, then this obligation shall become void; otherwise	ndard Specifications for	or Road and Bridge Constructio	signated section and the PRINCIRAL
IN THE EVENT the LA determines the PRINCIPAL has falle preceding paragraph, then the LA acting through its awarding a with all court costs, all attorney fees, and any other expense of	ed to enter into a form authority shall Immedia	al contract in compliance with a	iny requirements sectorth in the full penal sum set out above, together full penal sum set out a
IN TESTIMONY WHEREOF, the said PRINCIPAL and the s respective officers this 6th day of	said SURETY have ca March	used this instrument to be sign2019	
	Principal		""", OA
ecchin Plumbing & Heating, Inc.	•	( pulsias The	moing """" 'DN
(Company Name)		(Com	pany Name)
y:	By:	$\langle \cdot \rangle$	
(Signature and Title		(Signat	ure and Title)
(Signature and Title	B)	15 C	
(Signature and Trite (If PRINCIPLE is a joint venture of two or more contractors,	<sup>B)</sup> the company names,	15 C	
(If PRINCIPLE is a joint venture of two or more contractors,	e) the company names, Surety	15 C	
(If PRINCIPLE is a joint venture of two or more contractors, berty Mutual Insurance Company	e) the company names, Surety By:	and authorized signatures of e	Ach contractor must be stored.)
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(If PRINCIPLE is a joint venture of two or more contractors, berty Mutual Insurance Company (Name of Surety) TATE OF IL	e) the company names, Surety By:	and authorized signatures of e	Ach contractor must be stored.)
(If PRINCIPLE is a joint venture of two or more contractors, is berty Mutual Insurance Company (Name of Surety) TATE OF IL COUNTY OF Cook	e) the company names, Surety By: Ap	and authorized signatures of e April C. Arnold	Ach contractor must be stored.)
(If PRINCIPLE is a joint venture of two or more contractors, is berty Mutual Insurance Company (Name of Surety) TATE OF IL COUNTY OF Cook	e) the company names, Surety By: Ap	and authorized signatures of e April C. Arnold n and for said county,	Ach contractor must be stored.)
(If PRINCIPLE is a joint venture of two or more contractors, i iberty Mutual Insurance Company (Name of Surety) STATE OF IL COUNTY OF Cook I. David J. Roth to hereby certify that	e) the company names, Surety By: Ap , a Notary Public is and	and authorized signatures of e April C. Arnold n and for said county, April C. Arnold	(Signature of AttConcector act)
(If PRINCIPLE is a joint venture of two or more contractors, iberty Mutual Insurance Company (Name of Surety) STATE OF IL COUNTY OF Cook I. David J. Roth to hereby certify that (Inservice of the same persons to SURETY, appeared before me this day in person and acknowle foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntary act for the uses and purposes therein set foruntar	e) the company names, Surety By: Ap , a Notary Public in and at names of individuals si whose names are sub adged respectively, th "OFFICIAL SEAL"	and authorized signatures of en which is a standard signatures of en- pril C. Arnold and for said county, <u>April C. Arnold</u> igning on behalf of PRINCIPAL & S isocribed to the foregoing instrum at they signed and delivered sa	URETY) nent on behalf of PRINCIPAL and id instruments as their free and
(If PRINCIPLE is a joint venture of two or more contractors, i iberty Mutual Insurance Company (Name of Surety) STATE OF IL COUNTY OF Cook 1. David J. Roth Io hereby certify that who are each personally known to me to be the same persons to SURETY, appeared before me this day in person and acknowle oluntary act for the uses and purposes therein set form. Given under my hand and initiarial sea Note	a) the company names, Surety By: Ap a Notary Public in and and thames of individuals si whose names are sub adged respectively, th "OFFICIAL SEAL" al tors/) ID J. ROTH ary Public, State of Illing	and authorized signatures of en An and for said county, April C. Arnold igning on behalf of PRINCIPAL & S pscribed to the foregoing instrum at they signed and delivered sat day of M	(Signature of Allometers) (Signature of Allometers) (Signature of Allometers) (Reference of Allo
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Page 1 of 1

BLR 12230 (Rev. 7/05)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>April C. Arnold</u> of the city of <u>Orland Park</u>, state of <u>IL</u> its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign,

execute and acknowledge the following surety bond:

Principal Name: Cecchin Plumbing & Heating, Inc.

Obligee Name: Illinois Department of Transportation

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

By:

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this <u>12<sup>th</sup></u> day of <u>December</u>, <u>2018</u>.



SS

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this <u>12<sup>th</sup></u> day of <u>December</u>, <u>2018</u>, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsvlvania Association of Notaries

11 eresa Pastella

This Power of Attome is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as thouch manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.



By: en Renee C. Lie vellyo Assistant Secretary

### PROPOSAL

### TO: CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

1. Proposal of <u>Cecchin Plumbing + Heating</u> Inc. (Name and Address of Bidder) <u>4N275 Cavalry Dr. Bloominglale, 12</u> 60108

for the improvement, designated City of St. Charles, Kane County, Illinois "Renaux Manor Storm Sewer Improvements" of storm sewer removal and replacement, storm sewer installation, final landscaping and pavement restoration and appurtenant work necessary to complete the proposed project, in the City of St. Charles, Kane County, Illinois.

- 2. The plans for the proposed improvement are those prepared by GERALD L. HEINZ & ASSOCIATES, INC, Consulting Engineers, 206 North River Street, East Dundee, Illinois, which plans are designated as City of St. Charles, Kane County, Illinois "Renaux Manor Storm Sewer Improvements" and which cover the work described generally in paragraph 1 above.
- 3. The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 by the Illinois Department of Transportation (IDOT), the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2019 by the IDOT, and the Standard Specifications for Water & Sewer Construction in Illinois, 7<sup>th</sup> Edition.
- 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
- 5. The undersigned agrees to complete the work on this project by **July 31, 2019** unless additional time is granted in accordance with the specifications.
- 6. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm or corporation.
- 7. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond included in the specifications, and special provisions and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
- 8. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the City in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- 9. The undersigned declares that he understands that the quantities mentioned are approximate

only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.

- 10. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 12. The undersigned further agrees that, if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.
- 13. The undersigned further agrees to execute a contract for this work and present the same to the City within fifteen (15) days after the date of notice of award of the contract to him.
- 14. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed to the City, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 15. The undersigned further agrees to begin work no later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise authorized or directed by the City, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- 16. If this proposal is accepted and the undersigned fails to execute the contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the City.
- 17. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract.
- 18. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds shall be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City Treasurer of St. Charles

The amount of the check is ( ).

### **S CH ED U LE OF P RICES**

PAY ITEM		PLAN QUANTITY	UNIT	UNIT PRICE	TOTAL
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	115	UNIT	\$ 15.00	\$ 1,725.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	154	UNIT	\$ 27.00	\$ 4,158.00
20101100	TREE TRUNK PROTECTION	47	EACH	\$ 80.00	\$ 3,760.00
20101200	TREE ROOT PRUNING	12	EACH	\$ 90.00	\$ 1,080.00
20800150	TRENCH BACKFILL	641	CU YD	\$ 45.00	\$ 28,845.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	4327	SQ YD	\$ 4.00	\$ 17,308.00
25000110	SEEDING, CLASS 1A	0.89	ACRE	\$9,000.00	\$ 8,010.00
25100630	EROSION CONTROL BLANKET	4327	SQ YD	\$ 2.00	\$ 8,654.00
25200200	SUPPLEMENTAL WATERING	75	UNIT	\$ 1.00	\$ 75.00
28000510	INLET FILTERS	36	EACH	\$ 150.00	\$ 5,400.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	94	SQ YD	\$ 60.00	\$ 5,640.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	2392	SQ FT	\$ 8.00	\$ 19,136.00
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	553	SQ FT	\$ 10.00	\$ 5,530.00
42400800	DETECTABLE WARNINGS	20	SQ FT	\$ 25.00	\$ 500.00
44000100	PAVEMENT REMOVAL	102	SQ YD	\$ 15.00	\$ 1,530.00
44000200	DRIVEWAY PAVEMENT REMOVAL	584.3	SQ YD	\$ 12.00	\$ 7,011.60
44000500	COMBINATION CURB AND GUTTER REMOVAL	155	FOOT	\$ 10.00	\$ 1,550.00
44000600	SIDEWALK REMOVAL	2945	SQ FT	\$ 3.00	\$ 8,835.00
550B0040	STORM SEWERS, CLASS B, TYPE 1 10"	83	FOOT	\$ 70.00	\$ 5,810.00
550B0050	STORM SEWERS, CLASS B, TYPE 1 12"	284	FOOT	\$ 90.00	\$ 25,560.00
550B0340	STORM SEWERS, CLASS B, TYPE 2 12"	294	FOOT	\$ 105.00	\$ 30,870.00
550B2320	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1 12"	136	FOOT	\$ 90.00	\$ 12,240.00
550B2400	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1 36"	141	FOOT	\$ 240.00	\$ 33,840.00
550B2410	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1 42"	142	FOOT	\$ 327.00	\$ 46,434.00
550B2520	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 12"	289	FOOT	\$ 95.00	\$ 27,455.00
550B2560	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 24"	318	FOOT	\$ 160.00	\$ 50,880.00
550B2580	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 30"	767	FOOT	\$ 160.00	\$ 122,720.00
550B2600	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 36"	293	FOOT	\$ 240.00	\$ 70,320.00
550B2610	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 42"	169	FOOT	\$ 327.00	\$ 55,263.00
56300300	ADJUSTING WATER SERVICE LINES	50	FOOT	\$ 60.00	\$ 3,000.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	155	FOOT	\$ 40.00	\$ 6,200.00
A2000118	TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 3" CALIPER, BALLED AND BURLAPPED	2	EACH	\$ 500.00	\$ 1,000.00
A2005824	TREE, PLATANUS OCCIDENTALIS (SYCAMORE), 3" CALIPER, BALLED AND BURLAPPED	2	EACH	\$ 500.00	\$ 1,000.00
B2001068	TREE, BETULA NIGRA LITTLE KING (FOX VALLEY RIVER BIRCH), 7' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	4	EACH	\$ 300.00	\$ 1,200.00
C2002124	SHRUB, COTONEASTER APICULATUS (CRANBERRY CONTONEASTER), 2' WIDTH, BALLED AND BURLAPPED	16	EACH	\$ 42.00	\$ 672.00
C2C10018	SHRUB, SPIREA JAPONICA ALPINA (ALPINE JAPANESE SPIREA), 18" HEIGHT, CONTAINER	16	EACH	\$ 42.00	\$ 672.00

	TOTAL BID PRO	POSAL:				S	674.009.90
Z8010001	EMERGENCY GENERATOR	28	CAL DAY	\$	50.00	\$	1,400.00
Z5220001	REMOVE & REINSTALL MODULAR BLOCK WALL	243	SQ FT	\$	20.00	\$	4,860.00
Z4420001	FLEXIBLE PAVEMENT PATCH	102	SQ YD	\$	93.00	\$	9,486.00
Z0077700	WOOD FENCE TO BE REMOVED AND RE-ERECTED	72	FOOT	\$	110.00	\$	7,920.00
Z0004510	HOT-MIX APHALT DRIVEWAY PAVEMENT, 3"	490.3	SQ YD	\$	21.00	\$	10,296.30
X0326806	WASHOUT BASIN	1	L SUM	\$	780.00	\$	780.0
X0327611	REMOVE & REINSTALL BRICK PAVERS	446	SQ FT	\$	14.00	\$	6,244.00
X0323100	PRE-CONSTRUCTION VIDEO	1	L SUM	\$ :	5,000.00	\$	5,000.00
K0012992	PERENNIAL PLANTS, ORNAMENTAL GRASS, 2- GALLON POT	24	EACH	\$	35.00	\$	840.00
D2002172	EVERGREEN, PICEA PUNGENS (COLORADO SPRUCE), 6' HEIGHT, BALLED AND BURLAPPED	11	EACH	\$	300.00	\$	3,300.00

### SIGNATURES

(If an Individual)

Signature of Bidder: Business Address:

(If a Partnership)

Signed By:

Firm Name:

Business Address:

(Insert names and addresses of all Partners of the Firm)



Corporate Name: Signed by:

**Business Address:** 

'exhin Cavalog Dr. Bloomindole, 12 60108 W275

.

(Insert Names of Officers)

President: Secretary:

Treasurer:

ATTES m

OFFICIAL SEAL BONNIE A. LINKER NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires May 9, 2020

Illinois Departme	ent m		Local Agency Proposal Bid Bond
0		Route	Renaux Manor Storm Sewer Imp
	RETURN WITH BID	County	Kane
		Local Agency	St. Charles
	PAPER BID BOND	Section	N1/A
WE			as PRINCIPAL,
are held jointly, severally and firmly bound unto			
he amount specified in the proposal documen executors, administrators, successors, and as	ts in effect on the date of invitation for bids	whichever is the lesser sur	n. We bind ourselves, our heirs,
WHEREAS THE CONDITION OF THE FOR hrough its awarding authority for the construct			tting a written proposal to the LA acti
THEREFORE if the proposal is accepted an shall within fifteen (15) days after award enter of the required insurance coverage, all as prov Specifications, then this obligation shall becom	into a formal contract, furnish surety guaran rided in the "Standard Specifications for Ro	nteeing the faithful performation and Bridge Construction	ance of the work, and furnish evidenc
IN THE EVENT the LA determines the PRII preceding paragraph, then the LA acting throug with all court costs, all attorney fees, and any c	gh its awarding authority shall immediately		
IN TESTIMONY WHEREOF, the said PRIN respective officers this day of	ICIPAL and the said SURETY have caused	this instrument to be signe	ed by their
	Principal		
(Company Name)		(Comp	any Name)
(company rearry)			
By:	By:		
By: (Signature and Title	By:	(Signatu	re and Title)
By: (Signature and Title (If PRINCIPAL is a joint venture of two or m	e)	(Signatu	
(Signature and Title	e)	(Signatu) authorized signatures of ea	ch contractor must be affixed.)
(Signature and Title (If PRINCIPAL is a joint venture of two or m (Name of Surety)	e) hore contractors, the company names, and <b>Surety</b>	(Signatu	ch contractor must be affixed.)
(Signature and Title (If PRINCIPAL is a joint venture of two or m (Name of Surety) STATE OF ILLINOIS,	e) hore contractors, the company names, and <b>Surety</b>	(Signatu) authorized signatures of ea	ch contractor must be affixed.)
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(Signature and Title (If PRINCIPAL is a joint venture of two or m (Name of Surety) STATE OF ILLINOIS, COUNTY OF I do hereby certify that  who are each personally known to me to be the SURETY, appeared before me this day in pers	e) Nore contractors, the company names, and Surety By: , a Notary Public in and ( Insert names of individuals signing e same persons whose names are subscrit son and acknowledged respectively, that the	(Signatu authorized signatures of ea (Signature of d for said county, on behalf of PRINCIPAL & St bed to the foregoing instrum	Attorney-in-Fact) JRETY) hent on behalf of PRINCIPAL and
(Signature and Title (If PRINCIPAL is a joint venture of two or m (Name of Surety) STATE OF ILLINOIS, COUNTY OF I do hereby certify that who are each personally known to me to be the SURETY, appeared before me this day in pers	e) hore contractors, the company names, and Surety By: , a Notary Public in and ( Insert names of individuals signing e same persons whose names are subscrit son and acknowledged respectively, that the in set forth.	(Signatu authorized signatures of ea (Signature of d for said county, on behalf of PRINCIPAL & St bed to the foregoing instrum	Attorney-in-Fact)
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(Signature and Title (If PRINCIPAL is a joint venture of two or m (Name of Surety) STATE OF ILLINOIS, COUNTY OF I. do hereby certify that who are each personally known to me to be the SURETY, appeared before me this day in pers voluntary act for the uses and purposes therein Given under my hand a My commission expires <b>Electronic bid bond is allowed (boo</b> The Principal may submit an electronic bia an electronic bid bond ID code and signin the Principal and Surety are firmly bound venture of two or more contractors, an elec contractor in the venture.)	e) nore contractors, the company names, and surety By: By: By: By: By: By: By: By: By: By	(Signatures of earline) (Signatures of earline) (Signature of d for said county, on behalf of PRINCIPAL & SU bed to the foregoing instrum ay signed and delivered said and delivered said (Notary Pro- c bid bond is allowed e section of the Proposa identified electronic bid l e bid bond as shown ab dder name title and date	Attorney-in-Fact)  URETY) hent on behalf of PRINCIPAL and id instruments as their free and  ublic)  I Bid Bond Form. By providing bond has been executed and ove. (If PRINCIPAL is a joint
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(Signature and Title (If PRINCIPAL is a joint venture of two or m (Name of Surety) STATE OF ILLINOIS, COUNTY OF I. do hereby certify that who are each personally known to me to be the SURETY, appeared before me this day in pers voluntary act for the uses and purposes therein Given under my hand a My commission expires Electronic bid bond is allowed (boo The Principal may submit an electronic bia an electronic bid bond ID code and signin the Principal and Surety are firmly bound venture of two or more contractors, an elec contractor in the venture.)	e) nore contractors, the company names, and surety By: By: By: By: By: By: By: By: By: By	(Signatures of earline) (Signatures of earline) (Signature of d for said county, on behalf of PRINCIPAL & SU bed to the foregoing instrum ay signed and delivered said and delivered said (Notary Pro- c bid bond is allowed e section of the Proposa identified electronic bid l e bid bond as shown ab dder name title and date	Attorney-in-Fact)  URETY) hent on behalf of PRINCIPAL and id instruments as their free and  ublic)  I Bid Bond Form. By providing bond has been executed and ove. (If PRINCIPAL is a joint

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### **Certification of Compliance**

(A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.

(B) The undersigned certifies that, pursuant to the Illinois Human Rights Act provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.

(C) The undersigned certifies that, pursuant to the State of Illinois Law provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.

(D) The undersigned certifies that, pursuant to the Illinois Department of Revenue Tax Laws provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.

(E) The undersigned certifies that, pursuant to the Illinois Drug Free Workplace Act provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.

(F) The undersigned certifies that, pursuant to the Illinois Prevailing Wage Act provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to Illinois Public Act provisions of Section 94-0515 and all provisions of the Employee Classification Act, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.

(G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.

(H) The undersigned certifies that, pursuant to the National Security/USA Patriot Act as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.

(I) The undersigned certifies that they have not colluded with or participated in any unethical practices with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

### **Check One:**

**There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

There is an affiliation or business relationship between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or a ny potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name Ceachin Plumbing Signature

Date 3 7 19

Certification of Compliance

### SPECIAL PROVISION FOR Best Management Practices Training

All general and sub-contractors who manage or carry out routine maintenance or replacement of public surfaces and utilities are required to provide annual training to their employees in current Best Management Practices.

All training shall be in accordance with the current regulations governed by the National Pollution Discharge Elimination System (NPDES) ILR-40 General Permit Section 5, Article D, Paragraph ii.

Contractors shall provide confirmation of training below.

I, IMCECUTHIN (Company Owner or Management Representative) hereby acknowledge that all employees working on this project who will manage or carry out maintenance or replacement of public surfaces have completed the required annual low impact design/green technology training for this permit cycle year (April 1, \_\_\_\_ – March 31, \_\_\_\_ ).

Signature: 5 19 Date:

Title: President Company: Ceuchin Plumbing



### Affidavit of Availability For the Letting of

2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764 Renaux Manor Storm Sewer Improvements

structions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued less both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Power const.	W. Chicogo	Premier	FCLBuilders		
Estimated Completion Date	Boring	20 Days	2 weeks	38 Days		
Total Contract Price	863,000	1,119,938	2,055,000	1,0101000		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
				Total Value	of All Work	2, 132,85

#### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar val subcontracted to others will be listed on th company. If no work is contracted, show	e reverse of this	ch contract and awa form. In a joint ven	ards pending to be co ture, list only that por	tion of the work to b	own forces. All work be done by your	Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving					_	
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage Water SAN	533,420	1700,000	4,228,000	810,000	2,339,030	9610420
Electrical		1				
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals		A.				

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

### Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Schotz Services	chaquif the	schollneyer	IHC	
Type of Work	Asudorallance	re forferge el apris	20000	Drilling	
Subcontract Price	100,000.00	159,000	Landerape	45,000	
Amount Uncompleted	50,003.00	0-	0-	40,000	
Subcontractor	Chadwick	scholinerat	TSI		
Type of Work	HMA Conc.	Landscopeing	TCP		
Subcontract Price	50 000	10,000	5,000		
Amount Uncompleted	0-	0-	0-		
Subcontractor				П	
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

Subscribed and sworn to before me	
this <u>1</u> dayst <u>Mach</u> , <u>2019</u> Type or Print Name Joe Salvato V.P.	
Officer or Director	Title
Bornel Tile Signed Ser Santato	
Notary Public 5.9.2020	
My commission expires	
Company Ceuchin Plumbing	
(Notary Seal)	
OFFICIAL SEAL Address 4N275 Cavalry DF. Bloomingdale,	60108
BONNIE A. LINKER	
NOTARY PUBLIC, STATE OF ILLINOIS	
My Commission Expires May 9, 2020	

AGEND.		A ITEM EXECUTIVE SUMMARY	Agenda Item number: 5*c
ST. CHARLES	Title:	Recommendation to Approve a C Agreement for the Renaux Manor Replacement Project	0 0
SINCE 1834	Presenter:	AJ Reineking	
Meeting: Governm	ent Operatio	ons Committee Date: April 1,	2019

Proposed Cost: \$64,350.00 Budgeted Amount: \$50,000.00

Not Budgeted:

 $\square$ 

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

The Renaux Manor Storm Sewer Replacement Project has been budgeted to include consultant services for Construction Engineering in fiscal year 18/19. Given the nature of the project, with work in front and rear yard easements outside of the right-of-way, an experienced, customer services oriented resident engineer is critical to the success of the project. A Request for Qualifications and Proposals was publicly advertised. Four firms responded to the request with formal proposals: Burns & McDonnell, Chastain, Baxter & Woodman, and HR Green. Several firms stated regrets due to the fact they did not have qualified staff available at this time.

Proposals were ranked based on price and the resume of the primary resident engineer proposed. Of the proposals received, two firms proposed experienced resident engineers and two firms proposed inexperienced resident engineers with periodic oversight from a more experienced project manager. Proposal fees correlated with these models and ranged from \$51,826 to \$76,884, with resident engineers' experience ranging from four to thirty-nine years. Upon reviewing the proposals and the attention necessary for the project, staff determined that the experience submitted by Baxter & Woodman and HR Green was most appropriate for the Renaux Manor storm sewer project. After a review of the submittals, qualifications and reference checks, staff selected Baxter & Woodman, Inc. as the best overall value to the City. Baxter & Woodman is providing the City with a Resident Engineer with thirty-nine years of experience who has received high praise for his customer service and resident engagement. Baxter & Woodman's scope of work, number of hours and hourly rates are consistent with similar previous projects and meet our project timeline and budget.

Staff determined the Resident Engineer's experience will be invaluable as he will be the City's primary liaison in the field for both the contractor as well as the residents.

The construction engineering services are a lump sum fixed fee not to exceed \$64,350.

Attachments (please list):

None

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

Recommendation to Approve a Construction Engineering Agreement for the Renaux Manor Storm Sewer Replacement Project with Baxter & Woodman, Inc. in the amount of \$64,350.00.

A	AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 6a
ST. CHARLES	Title:	Follow Up Presentation from One Charles Partnership & the Greater and Visitors Bureau) for FY 2019	St. Charles Convention
SINCE 1614	Presenter:	Mark Koenen/Jenn Sawicki/Chris Woe	lffer/Tom Donahue

Meeting: Government Operations Co	Date: April 1, 2019		
Proposed Cost: \$699,600	Budgeted Amount: \$TBD	Not Budgeted:	

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

This presentation is a follow up to the February 19 Committee meeting. The Committee asked One St Charles to follow up on several items and report back. This information will be reviewed and is also included in the Committee packet. In particular note the following:

- 1- Legal Opinion regarding the SSA from joint counsel John McGuirk, City Attorney, and Robert Britz, representing One St Charles.
- 2- Revised One St Charles budget. The proposed City funding is \$699,600 with sources from the SSA and the hotel-motel tax. The original request for City funding was \$749,600.
- 3- One St Charles metrics.

For your information, the GSCV&C Bureau will not be considered a State certified CVB as of July 1. The result of not being a State certified CVB is no State funding; historically in the magnitude of \$250,000. For your information, the City has funded the DSCP and CVB as shown below:

	FY	CVB	DSCP	Total
-	2018-19:	\$503,382	\$252,000	\$755,382
-	2017-18:	\$526,500	\$234,400	\$760,900
-	2016-17:	\$526,500	\$214,129	\$740,629
-	2015-16:	\$526,500	\$218,500	\$745,000
-	2014-15:	\$585,000	\$250,500	\$835,500

Attachments (*please list*): Legal Opinion. Metrics.

**Recommendation/Suggested Action** (*briefly explain*): Seeking feedback from the Committee for incorporation into the FY 2019-2020 budget draft.

### LAW OFFICES

### HOSCHEIT, MCGUIRK, MCCRACKEN & CUSCADEN, P.C.

1001 East Main Street, Suite G Saint Charles, Illinois 60174-2203

John J. Hoscheit John M. McGuirk Kate L. McCracken Douglas R. Cuscaden

TELEPHONE: 630.513.8700 FACSIMILE: 630.513.8799

March 26, 2019

### CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Via E-Mail: mkoenen@stcharlesil.gov Mr. Mark Koenen, City Administrator City of St. Charles 2 E. Main Street St. Charles, Illinois 60174

Re: SSA 1B Joint Letter of Opinion

Dear Mark:

During one of our recent City Council Meetings, it was requested that a legal opinion be provided to the City Council relative to whether or not SSA 1B funds could be utilized by an organization other than the St. Charles Downtown Partnership.

The St. Charles Downtown Partnership is presently funded by several sources including a significant portion of the taxes levied on the properties in SSA 1B. The Greater St. Charles Convention and Visitor's Bureau is an independent organization with significant funding received from the City of St. Charles Hotel/Motel Tax. These two entities are considering a merger in order to facilitate the delivery of services to the citizens of St. Charles. Our Law Firm and the Law Firm of Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd., have been requested to provide a joint legal opinion as to the use of SSA 1B funds in a merged organization. Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd., has been retained by the St. Charles Downtown Partnership and the Greater St. Charles Convention and Visitor's Bureau to work toward merging the organizations.

A "Special Service Area" means a contiguous area within a municipality or county within which special governmental services are provided in addition to those services provided generally throughout the municipality or county. The cost of special service to be paid from revenues collected from taxes levied or imposed upon property within that area. (35 ILCS 200/27-5 See attached). Importantly the costs of the special services provided to the property within the Special Services Area are collected taxes levied upon the property within that area.

In reviewing the Ordinance relative to SSA 1B (see attached) and the relevant Statute (35 ILCS 200/27-5 et seq.) it is the opinion of the City Attorney, John M. McGuirk of Hoscheit, McGuirk, McCracken & Cuscaden, P.C., and the Opinion of Mr. Robert Britz of Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd. that the funding presently received by the St. Charles Downtown Partnership from the taxed levied and collected with regard to SSA 1B can be utilized



March 26, 2019 Page Two

by a merged organization for the purposes set forth in the enabling Ordinance as long as those funds are used for the purposes set forth in the ordinance and in the Special Service Area described in Exhibit A to said Ordinance.

While the SSA funds provided to the merged organization do not have to be segregated into a special checking or other bank account, it is highly recommended that a ledger be kept by the merged organization detailing the expenditures of the SSA 1B funds.

Very truly yours!

John M. McGuirk

Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd

Robert J. Britz

Attachments

KeyCite Yellow Flag - Negative Treatment Proposed Legislation

West's Smith-Hurd Illinois Compiled Statutes Annotated

Chapter 35. Revenue (Refs & Annos)

**Property Taxes** 

Act 200. Property Tax Code (Refs & Annos)

Title 9. Other Provisions

Article 27. Special Service Area Tax Law

35 ILCS 200/27-5

200/27-5. Short title; definitions

Effective: January 20, 2017

Currentness

§ 27-5. Short title; definitions. This Article may be cited as the Special Service Area Tax Law.

When used in this Article:

"Services contract" means an agreement between a service provider agency and a municipality or county for the purpose of providing special services in and for a special service area.

"Service provider agency" means an entity that enters into a services contract with a municipality or county for the purpose of providing special services in and for a special service area.

"Special Service Area" means a contiguous area within a municipality or county in which special governmental services are provided in addition to those services provided generally throughout the municipality or county, the cost of the special services to be paid from revenues collected from taxes levied or imposed upon property within that area. Territory shall be considered contiguous for purposes of this Article even though certain completely surrounded portions of the territory are excluded from the special service area. A county may create a special service area within a municipality or municipalities when the municipality or municipalities consent to the creation of the special service area. A municipality may create a special service area within a municipality and the unincorporated area of a county or within another municipality when the county or other municipality consents to the creation of the special service area.

"Special service area commission" means a local board established by the corporate authorities of a municipality or county for the purpose of managing a particular special service area.

"Special Services" means all forms of services pertaining to the government and affairs of the municipality or county, including but not limited to weather modification and improvements permissible under Article 9 of the Illinois Municipal Code,<sup>1</sup> and contracts for the supply of water as described in Section 11-124-1 of the Illinois Municipal Code<sup>2</sup> which may be

entered into by the municipality or by the county on behalf of a county service area.

### Credits

P.A. 88-455, Art. 27, § 27-5, eff. Jan. 1, 1994. Amended by P.A. 99-930, § 5, eff. Jan. 20, 2017.

Notes of Decisions (20)

#### Footnotes

1

65 ILCS 5/9-1-1 et seq.

2

65 ILCS 5/11-124-1,

### 35 I.L.C.S. 200/27-5, IL ST CH 35 § 200/27-5 Current through P.A. 100-1181 of the 2018 Reg. Sess., and P.A. 101-1 of the 2019 Reg. Sess.

End of Document

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# **ONE ST CHARLES**



**Mission:** To Drive Economic growth to make the St Charles Community a destination where people, businesses and tourism thrive

# **New Combined Board**

### **Board:**

Chris Woelffer Tom Donahue Holly Cabel Joseph Klein Sue Henry Ron Onesti France Langan **Rowena Salas Darius Grigaliunas** Paul Lencioni John Hughes Steve Martin Jill Card Kim Lamansky Amber Grove Mckee Mario Grado

### **Partners:**

Historic Rep Chamber Rep City Council Rep City Rep D303 Rep Park District Rep

# Legal Timeline

# **New Organization**



# **Annual Investment:**

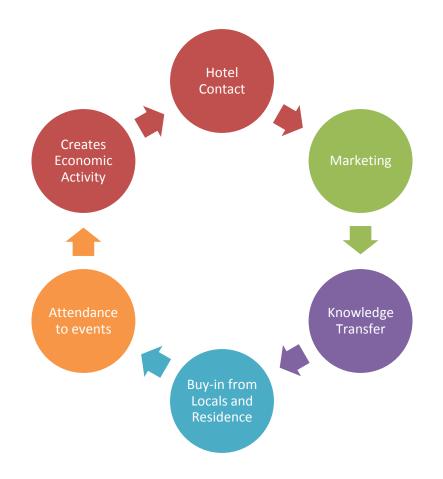
# **SSA & Hotel Motel Tax Funding**

- \$260,000 from SSA
- \$439,600 from Hotel Motel Total: **\$699,600**
- Total Operating Budget FY 19-20:1,015,600

2019/20 Operating Budget Total = \$1,015,600 (29% cutback) Hotel Motel 55% 41% 5SA Tax Sponsorship & Event Revenue

# **Metrics**

- 1. Sponsorship
- 2. Marketing
- 3. Attendee Participation
- 4. Feedback from Businesses
- 5. Tax Revenue Growth
- 6. Volunteer Engagement
- 7. Hotel Engagement
- 8. Sales Success



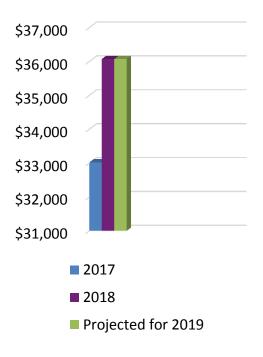
# Sponsorship

# 1. Sponsorships

- Hold Consistent
- Show progress dollars over previous year
- Average size of sponsorship growth

### Fine Art Show Example:

### **Sponsorship Dollars**

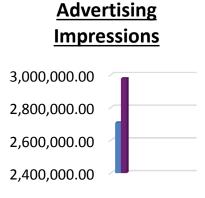


# Marketing

# 2. Marketing

- Increase social media presence by 10%
- Show increased progress of impressions and participation
- Continue consistent branding in all programming
- Target demographic through research

### Fine Art Show Example:



2018 projected 2019



# **Attendee Participation**

### **3. Projected Attendee** Participation

- Number of hits to event landing page to increase by 20%
- Number of newsletter subscribers to increase by 10%
- 24 podcast for the year subscribers to increase by 15%.
- Increased number of shares
- Landing page conversion rate to increase year over year

### Example:

- Over 11,000 people visited the Holiday
   Homecoming Event webpage from October
   14 through November 25th.
- Over 2,000 downloads for the "What's up downtown" podcast



### Facebook

Impressions	Clicks	CTR
117,421	198	0.17%

# **Feedback from Businesses**

# 4. Feedback from Businesses

- Increased number of businesses visited for retention by 15%. Currently average 168 per year
- Increased Business participation by 10%
- Increased Percentage of businesses that report satisfaction with our programs on scale of Great to Poor
- Continue to survey after events and programming

### Example:

"Our Jazz Weekend night with Frank
 Catalano was a hit and he brought in a lot of customers, which made up for the amount he charged for his performance." – The Finery

- "So far, this mailer has been more successful." – Chic Boutique

 "This mailer was awesome and very cost effective! We were excited to take part in this opportunity and hope that it will continue to be offered in the future. Thank you for putting this together!" – Kimmer's

# Tax revenue increase

# 5. Tax Revenue Growth

Use this year as a guide moving forward

- Retail
- Hotel Motel
- Liquor Tax
- Group's spend in local businesses



# Volunteer Engagement

# 6. Volunteer Engagement

- Increase number of volunteers for committees and events, increasing 2 more committees
- Increase number of volunteer hours with tracking
- Volunteer retention



# Hotel Engagement

# 7. Hotel Engagement

- Build stronger relationships with hotels
- Train hotel staffs to fully utilize software system to leverage booking engines
- Market local businesses to hotel guests
- Identify & track group's local purchases



# **Sales Success**

## 8. Sales Success

- Market the destination to raise awareness of St. Charles
- Attend sales conferences to develop relationships/leads
- Increase sales calls/activities
- Increase qualified group leads
- Increase % of groups returning
- Measure # of contracts signed
- Partner with hotels to book new business, resign existing



# ONE ST CHARLES

Mission: To Drive Economic growth to make the St Charles Community a destination where people, businesses and tourism thrive

# **ONE ST CHARLES**

# Questions?