

AGENDA
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
MONDAY, MAY 6, 2024
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. Call to Order

2. Roll Call

3. Administrative - None

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. Finance Department

a. Recommendation to approve a **Resolution** authorizing a Service Agreement with the St. Charles History Museum for FY 2024-2025 in the amount of \$60,000.

b. Recommendation to approve a **Resolution** authorizing a Service Agreement with the St. Charles Business Alliance in the Amount of \$798,600 for FY 2024-2025.

*c. Budget Revisions April 2024.

6. Information Systems

*a. Recommendation to approve a **Resolution** authorizing an agreement with Infor (US), LLC for annual software maintenance and support services for \$213,778.

*b. Recommendation to approve a **Resolution** authorizing a three-year agreement with VertiGIS in the amount of \$27,191.

7. Police Department

*a. Recommendation to approve street closure for the annual Farmers Market from June through October.

b. Recommendation to amend City **Ordinance** Title 5 “Business Licenses and Regulations” by adding Chapter 5.56 “Ice Cream Vending Vehicles” to the St. Charles Municipal Code.

8. Economic Development

- a. Recommendation to approve a **Resolution** Authorizing a Professional Services Agreement with Solomon Cordwell Buenz for a Downtown Riverfront Property Feasibility Study in the amount of \$118,680.

9. Public Comment

10. Additional Items from Mayor, Council or Staff


11. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, 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)

12. 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).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5a
	Title:	Seeking a Motion to Approve the Service Agreement with the St. Charles History Museum for FY 2024-2025 in the amount of \$60,000	
	Presenter:	Bill Hannah, Finance Director	
Meeting: Government Operations Committee		Date: May 6, 2024	
Proposed Cost: \$ <i>60,000</i>		Budgeted Amount: \$60,000	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The service agreement with the St. Charles History Museum in the amount of \$60,000 for FY 2024-2025 is attached. The St. Charles History Museum made its annual presentation at the Government Operations Committee Meeting on February 5, 2024. The Museum requested funding in the amount of \$60,000 at that presentation, which is an increase of \$10,000 from their funding received for FY 2023-24. The amount is consistent with the amount reflected in the 2024-2025 City budget.</p>			
Attachments (please list):			
St. Charles History Museum Service Agreement FY 2024-25			
Recommendation/Suggested Action (briefly explain):			
Seeking a Motion to Approve the Service Agreement with the St. Charles History Museum for FY 2024-2025 in the amount of \$60,000			

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute a Service Agreement with the St. Charles History Museum in the
Amount of \$60,000 for Fiscal Year 2024-2025**

**Presented & Passed by the
City Council on May 20, 2024**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this 20th day of May, 2024.

Passed by the City Council of the City of St. Charles, Illinois this 20th day of May, 2024.

Approved by the Mayor of the City of St. Charles, Illinois this 20th day of May, 2024.

Lora A. Vitek, Mayor

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF ST. CHARLES AND
THE ST. CHARLES HISTORY MUSEUM**

WHEREAS, the City of St. Charles, hereinafter referred to as " City," is desirous of promoting the rich history and culture of St. Charles; and,

WHEREAS, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax," of the City of St. Charles, Illinois, Municipal Code (hereinafter referred to as "Hotel Tax Ordinance") provides for such activities in accordance with the limitations of the ordinance; and,

WHEREAS, the St. Charles History Museum, (hereinafter referred to as "the History Museum") an Illinois not-for-profit organization certified by the State of Illinois to collect, preserve, and present the history of the City of St. Charles and St. Charles Township, can provide research facilities, exhibits, and programs to residents and visitors to St. Charles.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- I. In consideration of the promises, terms and conditions set forth, the History Museum shall devote its energies to presenting the history of the Greater St. Charles area including, but not limited to, museum exhibits, satellite exhibits, public programs, school programs on site and in the classrooms, and participation in community festivals when feasible. Activities to include, but not limited to:
 - A. Maintaining permanent and rotating exhibits on various St. Charles history subjects at the History Museum and other locations in the community;
 - B. Offer public programs for residents and visitors by working with other community groups to bring in speakers and experts on various topics relating to local, state, and regional history and culture;
 - C. Work with teachers and principals to create and offer programs for CUSD 303 schools to supplement the local history unit and other relevant units;
 - D. Work with local festival and event coordinators to offer services including bus tour guides, and to coordinate possible exhibit opportunities;
 - E. Maintain and enhance existing relationships with St. Charles community stakeholder organizations including the St Charles Business Alliance, Chamber of Commerce, St. Charles Community Unit School District 303, Public Library, Park District, St. Charles Township, and the City;
 - F. Seek grants on all levels to assist in the funding of planned activities;
 - G. Interface with other local, state and regional museum organizations to ensure best practices are being met;

- H. Continue to assess the results of the History Museum's work and provide annual written reports to the City Council.
- II. In consideration of the foregoing services provided by the History Museum, City agrees to pay to the History Museum \$60,000 (Sixty Thousand Dollars) for the period beginning May 1, 2024 and ending April 30, 2025. Payment shall be made on a monthly basis.
- III. The History Museum will not enter into any relationship, contractual or otherwise, which will subject City to any liability. The History Museum, an independent contractor, receives funding from the City to provide programs and exhibits highlighting the history of St. Charles and has no authority to bind the City in any matter. The History Museum further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorney's fees, arising from the execution or implementation of this agreement.
- IV. The History Museum shall maintain records of all of its activities for a period of at least seven years, which records shall upon request be subject to inspection and copying by City or its designated agent at City's sole expense at any reasonable time or times during the operation of this agreement and for a period of six years thereafter.
- V. This agreement shall terminate on April 30, 2025, and the consideration therefore may be renewed by a written instrument executed by both parties.
- VI. The History Museum shall provide the City with monthly financial reports including profit and loss statements, along with a balance sheet, once approved by the Museum Board. The History Museum shall comply with the terms and conditions of City's Policy Regarding Funding for External Agencies, as it exists on May 1, 2024.
- VII. The History Museum agrees that it will continue to identify, recruit, and appoint new and/or additional members to its Board of Directors to represent the entire community of the City of St. Charles. The History Museum also agrees to maintain its by-laws so as to restrict the duration and number of terms of office members of the Board of Directors may serve.
- VIII. Upon termination of this agreement, any funds paid to the History Museum and not used or otherwise subject to pending contract requirements of the History Museum shall be returned to the City.

- IX. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving ten-day written notice upon the other party.
- X. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.
- XI. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.


IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this _____ day of May, 2024.

ST. CHARLES HISTORY MUSEUM

CITY OF ST. CHARLES

By _____
President

Mayor

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5b
	Title:	Recommendation to Approve a Service Agreement with the St. Charles Business Alliance in the Amount of \$798,600 for Fiscal Year 2024-2025.	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Government Operations Committee		Date: May 6, 2024	
Proposed Cost: \$ 798,600		Budgeted Amount: \$798,600	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Background:			
<p>Attached is the proposed Service Agreement with the St. Charles Business Alliance (SCBA) for the fiscal year 2024-2025. The agreement is in the amount of \$798,600 and comprises funding from two sources: \$272,000 of anticipated proceeds from SSA 1B and \$526,600 from the City’s Hotel tax revenues in the General Fund.</p> <p>The funding requested represents an increase of \$100,000 from FY 2023-2024. In the Government Operations meeting on February 5th, the committee discussed the proposed increase and unanimously recommended approval. The requested increase is to offset rising costs and inflation over the past five years, which are crucial to continuing to provide marketing, business development, and events to the downtown area and the City.</p> <p>The 2024-2025 year represents the sixth year of the SCBA’s existence. The SCBA was formed in 2019 as a result of the consolidation of the former Downtown St. Charles Partnership (DSCP) and the Greater St. Charles Visitor & Convention Bureau (CVB).</p> <p>Other than the funding increases, the service agreement is the same as the FY 2024-2025 agreement.</p>			
Attachments (please list): Service Agreement 2024-2025			
Recommendation/Suggested Action (briefly explain):			
Recommendation to Approve a Service Agreement with the St. Charles Business Alliance in the Amount of \$798,600 for Fiscal Year 2024-2025.			

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to
Execute a Service Agreement with the St. Charles Business Alliance in the
Amount of \$798,600 for Fiscal Year 2024-2025**

**Presented & Passed by the
City Council on May 20, 2024**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this 20th day of May, 2024.

Passed by the City Council of the City of St. Charles, Illinois this 20th day of May, 2024.

Approved by the Mayor of the City of St. Charles, Illinois this 20th day of May, 2024.

Lora A. Vitek, Mayor

ATTEST: _____

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF ST. CHARLES AND
THE ST. CHARLES BUSINESS ALLIANCE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

WHEREAS, the City of St. Charles, hereinafter referred to as "City," is desirous of promoting and developing tourism and conventions; and,

WHEREAS, the City is also desirous of promoting and preserving and revitalizing business attraction through planning, development and redevelopment activities; and

WHEREAS, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax," of the City of St. Charles, Illinois, Municipal Code (hereinafter referred to as "Hotel Tax Ordinance") provides for such activities in accordance with the limitations of the ordinance; and,

WHEREAS, pursuant to Ordinance No. 1993-M-63 (the "SSA Ordinance"), the City established Special Service Area No. 1B (Downtown Revitalization) ("SSA1B") to fund certain services specified therein relating to economic development and promotional activities in the downtown area; and,

WHEREAS, St. Charles Business Alliance, an Illinois Not-For-Profit Corporation, ("St. Charles Business Alliance") was formed on July 1st, 2019 by virtue of Articles of Merger entered into by and between Downtown St. Charles Partnership, an Illinois Not-For-Profit Corporation and St. Charles Convention and Visitors Bureau, an Illinois Not-For-Profit Corporation; and

WHEREAS, the City and St. Charles Business Alliance desire to continue and enhance the services previously provided by each of these organizations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. City Funding.

A. SSA Tax. In consideration of the foregoing services provided by the St. Charles Business Alliance, the City agrees to pay to the St. Charles Business Alliance \$272,000 from the proceeds of the Special Service Area 1B tax levy (the SSA Tax), payable in equal monthly amounts of \$22,666.66 during the term of this Agreement beginning May 1, 2024.

B. Municipal Hotel Operator's Occupation Tax. In consideration of the additional services provided, the City agrees to pay St. Charles Business Alliance \$526,600.00, from the City's Hotel Tax revenue, payable in equal monthly amounts of \$43,883.33 during the term of this Agreement beginning May 1, 2024.

Section 2. Services.

A. SSA 1B Services. St. Charles Business Alliance shall provide the services as are requested by the City and authorized by the Ordinance which establishes SSA1B (Ordinance 1993-M-63). Such services shall be provided within the boundaries of SSA 1B, as such boundaries may be modified from time to time. St. Charles Business Alliance shall make no expenditures from receipts of the SSA Tax unless such

expenditures are in compliance with the terms of the “municipal services” set forth in Ordinance 1993-M-63 (The SSA Ordinance).

B. Additional Services. St Charles Business Alliance shall also provide the services incorporated herein and as follows:

1. Analyze the St Charles area's major attributes with the purpose of capitalizing on those characteristics for the promotion of economic activity, tourism and hotel stays in St Charles;
2. Create and execute an annual marketing & events plan with defined goals and objectives. Create and execute marketing efforts to promote economic activity, hotel stays, and tourism. Plan will include year over year analytics and results of efforts to be reported annually. Including anecdotal feedback from the community and St. Charles businesses;
3. Continue to provide communication and leads to the St. Charles hospitality community which would include, but is not limited to: hotels, convention centers, sports, banquet venues, training centers and restaurants. Research target markets to plan effective marketing to meeting planners and potential business' or organizations that would benefit from the hospitality offerings in St. Charles;
4. Maintain and enhance existing relationships with St Charles hotels. Continue to meet with the hospitality community on a quarterly basis to understand their needs and challenges. Serve as a resource to the St Charles hospitality community to help them address their needs and meet their challenges;
5. Serve as a resource to St Charles Businesses, retail and restaurants and serve as a liaison between the business community and the City when appropriate;
6. Plan, executive, and seek sponsorship on all levels to assist in the funding of planned special events and Alliance programs that benefit the St. Charles business community;
7. To the best of their ability, interface with local, state and reginal tourist and convention bureaus;
8. Continue to assess the results of the St. Charles Business Alliance work, events and programs and provide annual written reports to the City Council during the first quarter of each calendar year. This report will review the goals/metrics provided in Exhibit A, attached hereto and incorporated hereto.

Section 3. Indemnification. To the fullest extent permitted by law, the St. Charles Business Alliance hereby agrees to defend, indemnify and hold harmless the City against all loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anyway accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the St. Charles Business Alliance, its officials, agents and employees, except that arising out of the sole legal cause of the City, its officials, agents or employees, and the St. Charles Business Alliance shall, at its own expense,

appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the St. Charles Business Alliance shall, at its own expense, satisfy and discharge the same.

Section 4. Mutual Cooperation. The Parties shall utilize their best efforts to share and communicate relevant information in a timely and effective/efficient manner, and work together to accomplish their common and mutual goals. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement.

Section 5. Recordkeeping. The St Charles Business Alliance shall maintain records of all of its activities performed under this Agreement for a period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this Agreement and for a period of six years thereafter. St. Charles Business Alliance will maintain a separate accounting of the receipt and the use of the SSA tax receipts described herein. This Section shall survive termination of this Agreement.

Section 6. Monthly Financial Report. St. Charles Business Alliance shall provide City with a monthly financial report including a profit and loss statement, and a balance sheet. The current profit and loss statement, along with a summary of activities undertaken regarding St. Charles Business Alliance services hereunder, shall be provided to the City within thirty (30) days after the end of the month for which the statement is prepared. A separate accounting of the receipt and expenditure of SSA Tax funds will be maintained and filed with the monthly financial statement referenced herein.

Section 7. Compliance with City's Policy. In addition to the requirements set forth in this Agreement, St. Charles Business Alliance shall comply with the provisions of the City's Policy Regarding Funding for External Agencies, as such policy is in effect from time to time.

Section 8. Relationship of the Parties. Nothing contained in this Agreement nor any act of the City or the St. Charles Business Alliance shall be deemed or construed by any of the Parties, to create any relationship of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or St. Charles Business Alliance. St. Charles Business Alliance

shall not enter into any relationship, contractual or otherwise, which will subject the City to any liability and shall have no authority to bind the City in any matter.

Section 9. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party, nor shall any Provision give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 10. Amendment. This Agreement may be amended by mutual consent. Any such amendment shall be effective only if evidenced by a written instrument executed by the Parties.

Section 11. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- A. The City at:
City of St. Charles
2 East Main Street
St. Charles, IL 60174
Attention: City Administrator

- B. St. Charles Business Alliance at:
2 E. Main Street
St. Charles, IL 60174
Attn: Executive Director

- C. To such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

Section 12. Integration. This Agreement together with all Exhibits and attachments thereto, constitute 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 13. Assignment. Neither of the Parties may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

Section 14. Governing Law. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

Section 15. Remedies for Default. In addition to all other remedies that may be available under law, in the event of a default by either Party under this Agreement, the other Party may elect to terminate the Agreement by Serving ten-day written notice upon the other Party.

Section 16. Non-Waiver. Any failure or delay by any Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by a Party with respect to any specific default by the other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

Section 17. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

Section 18. Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

Section 19. Term of Agreement. Unless sooner terminated by agreement of the Parties or otherwise pursuant to the provisions of this Agreement, this Agreement shall be effective upon the execution by both Parties thereto and shall continue in effect through April 30, 2025.

Section 20. Counterparts. This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated Agreement.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals ___ day of _____, 2024.

CITY OF ST. CHARLES

By: _____
City Administrator

ATTEST:

City Clerk

ST. CHARLES BUSINESS ALLIANCE,
A Not-for-Profit Corp.

By: _____
Its: _____

ATTEST:

=====

Exhibit "A"-

Goals/Metrics

- **General brand development and growth**
- **Sponsorships**
 - Hold Consistent
- **Marketing**
 - Increase social media presence
 - Show increased progress of impressions and participation
 - Continue consistent branding in all programming
 - Target demographic through research
- **Projected Attendee Participation**
 - Number of hits to event landing page to increase year over year
 - Number of newsletter subscribers to increase
 - Increased number of shares
 - Landing page conversion rate to increase year over year
- **Feedback from Businesses**
 - Increased number of businesses visited for retention
 - Increased Business participation
 - Continue to survey after events and programming
- **Tax Revenue Growth**
- **Volunteer Engagement**
 - Increase number of volunteers for committees and events
 - Increase number of volunteer hours with tracking
 - Volunteer retention
- **Hotel Engagement**
 - Build stronger relationships with hotels
 - Market local businesses to hotel guests
 - Send RFP's to qualified hotels
 - Identify & track group's local purchases
 - Send event and marketing information to hotels
- **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, renew existing

CITY OF ST. CHARLES
Budget Revision Listing

April 2024

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	111	100	1000	2024	12	04/29/2024	100210	51304	\$ 676.00	Public Salary membership
Budget Transfer	111	100	1000	2024	12	04/29/2024	100210	51300	\$ (676.00)	Public Salary membership
Budget Transfer	111	100	1000	2024	12	04/29/2024	100210	54189	\$ 109.00	Temporary labor
Budget Transfer	111	100	1000	2024	12	04/29/2024	100210	54150	\$ (109.00)	Temporary labor
Budget Transfer	111	100	1000	2024	12	04/29/2024	210541	52304	\$ 20.00	Chemical purchase
Budget Transfer	111	100	1000	2024	12	04/29/2024	210541	52309	\$ (20.00)	Chemical purchase
Budget Transfer	111	100	1000	2024	12	04/29/2024	100510	51400	\$ 23.00	Forestry conference
Budget Transfer	111	100	1000	2024	12	04/29/2024	100510	52800	\$ (23.00)	Forestry conference
Budget Transfer	111	100	1000	2024	12	04/29/2024	100300	52000	\$ 30.00	Repl supplies account
Budget Transfer	111	100	1000	2024	12	04/29/2024	100300	52002	\$ (30.00)	Repl supplies account
111 Total									\$ -	
Grand Total									\$ -	

The revisions shown herewith have been approved by the City Council, except as noted below.

Chairman, Government Operations Committee

Date


Vice Chairman, Government Operations Committee

Date

Finance Director

Date

Exceptions:

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *6a
	Title:	Resolution authorizing an agreement with Infor (US), LLC for annual software maintenance and support services for \$213,778	
Presenter:	Larry Gunderson, Director of Information Systems		
Meeting: Government Operations Committee		Date: May 6, 2024	
Proposed Cost: \$213,778	Budgeted Amount: \$212,360	Not Budgeted: <input type="checkbox"/>	
TIF District: None			
<p>Executive Summary (if not budgeted, please explain): Annual maintenance and support for the City’s Infor Lawson Enterprise Resource Planning (ERP) software is up for renewal as of June 1, 2024. Maintenance and support services covers all Infor Lawson applications including Financials, HR/ Payroll, Inventory Control, Procurement and Fixed Assets, and a number of other enterprise software-related applications and services.</p> <p>Infor, as the owner and developer of the software, is the sole provider of support for the software applications. Benefits received under the maintenance and support package include: Infor Support Assistant, Software Updates and Patches, Critical Solution Notifications, Knowledge Base, Incident Management and access to Customer Communities. The cost for maintenance and support is an increase of 6.7% over the previous year.</p>			
<p>Attachments (please list): Resolution, Bid Waiver Form</p>			
<p>Recommendation/Suggested Action (briefly explain): Recommend approval of a resolution authorizing an agreement with Infor (US), LLC for annual software maintenance and support services for \$213,778.</p>			

City of St. Charles, Illinois
Resolution No.

**A Resolution to Execute an Agreement with Infor (US), LLC for annual
Infor software maintenance and support in the submitted amount**

**Presented & Passed by the
City Council on**

WHEREAS, since 2010 Infor (US), LLC, and its predecessor, Lawson Software Americas, Inc., have provided Enterprise Resource Planning software to the City;

WHEREAS, Infor (US), LLC, as the owner and developer of the software, is the sole provider of software maintenance and support for the Infor software applications;

WHEREAS, Infor (US), LLC submitted pricing for Infor software maintenance and support for the period of one year, June 1, 2024 to May 31, 2025;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement be approved with Infor (US), LLC in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2024

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2024

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2024

Lora Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



Bid Waiver One Time Today through _____

Description: _____

Requested Vendor: _____

Requested By: _____ Date: _____

Approval: _____

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$_____ for this one-time order, and/or \$_____ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO
If Yes, Was the solicitation published on the city website? YES NO

3. Justification for Bid Waiver:

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: _____



CITY OF
ST. CHARLES
ILLINOIS • 1834

AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6b

Title:

Resolution authorizing a three-year agreement with VertiGIS in the amount of \$27,191

Presenter:

Eric Creighton, GIS Coordinator

Meeting: Government Operations Committee

Date: May 6, 2024

Proposed Cost: \$27,191

Budgeted Amount: \$8,650 (Year 1)

Not Budgeted:

TIF District: None

Executive Summary (if not budgeted, please explain):

Geographic Information Systems (GIS) is used at the City to manage utility infrastructure, property information, emergency management, and all other geospatial data. GIS data is provided through targeted applications, such as VertiGIS' Precision GIS, to support City staff as they carry out their work.

The City has been licensing individual GIS software applications from VertiGIS, such as GeoCortex Essentials and VertiGIS Studio, since 2006. To provide cost savings to their customers, VertiGIS now offers a Small Municipal and County Enterprise License Agreement (ELA) for municipalities with a population of 25,001 to 50,000.

The ELA will provide the City unlimited access to VertiGIS' primary software, as well as additional software for mobile, analytics and Esri integration. The ELA enables cost savings over a three-year period when compared to purchasing each software application individually. Following are the proposed costs for the three-year agreement:

	Year 1	Year 2	Year 3
Enterprise License Agreement	\$5,090.21	\$11,050	\$11,050
3 Year Total			\$27,191

Staff is recommending a three-year agreement with VertiGIS for \$11,050 per year, with a pro-rated amount of \$5,090.21 for Year 1, for a total of \$27,191.

Attachments (please list):

Resolution, Bid Waiver Form

Recommendation/Suggested Action (briefly explain):

Recommend approval of a resolution authorizing a three-year agreement with VertiGIS in the amount of \$27,191

**City of St. Charles, Illinois
Resolution No.**

**A Resolution Authorizing a three-year Agreement with
VertiGIS in the submitted amount**

**Presented & Passed by the
City Council on**

WHEREAS, since 2006 the City has used software from VertiGIS, and its predecessor Latitude Geographics, to provide mapping application access to geographic information systems (GIS) data, improve workflows, and support the business needs of City staff; and

WHEREAS, the City desires to continue to use the GIS mapping applications in support of critical business processes; and

WHEREAS, the City desires to increase functionality with web access, additional Esri integrations, and utilize an annual block of hours for training; and

WHEREAS, the City desires to use VertiGIS's applications to further the Strategic Plan goal of implementing technology to improve internal and external processes and increase efficiencies; and

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an annual subscription renewal be approved with SnapLogic in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ___ day of _____, 2024

PASSED by the City Council of the City of St. Charles, Illinois, this ___ day of _____, 2024

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2024

Lora Vitek, Mayor

Resolution No. _____

Page 2

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



Bid Waiver One Time Today through 5/31/2027

Description: Three Year VertiGIS Enterprise License Agreement

Requested Vendor: VertiGIS

Requested By: Eric Creighton Date: 4/23/2024

Approval: Larry Gunderson Department Head Lawrence E. Gunderson Signature
Digitally signed by Lawrence E. Gunderson Date: 2024.04.25 17:39:26 -05'00'

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$ 27,191 for this one-time order, and/or \$ _____ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO
If Yes, Was the solicitation published on the city website? YES NO

3. **Justification for Bid Waiver:**

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

- These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.


These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.


These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: _____

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *7a
	Title:	Recommendation for Approval of Street Closure for Annual Farmers Market from June through October	
	Presenter:	Jim Keegan, Chief of Police	
Meeting: Government Operations Committee		Date: May 6, 2024	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>The Farmers Market organizers at the Baker Memorial Church are requesting the closure of North 4th Avenue between Main St. and Cedar St. on Fridays from June until the end of October from approximately 5 a.m. until 2:30 p.m. The farmer’s market has taken place at this location for several years with no problems.</p> <p>Barricades for this request are stored at Baker Memorial Church and will be set up and then removed by event volunteers once all of the booths are gone.</p>			
Attachments (please list):			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve street closure for the annual Farmers Market from June through October.			

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 7b
	Title:	Recommendation to Amend City Ordinance Title 5 “Business Licenses and Regulations” by adding Chapter 5.56 “Ice Cream Vending Vehicles” to the St. Charles Municipal Code	
	Presenter:	Police Chief Keegan	
Meeting: Government Operations Committee		Date: May 6, 2024	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>At the request of several residents, City officials have researched ordinances regarding ice cream truck vending from multiple surrounding communities and have drafted an ordinance to regulate these vehicles and businesses for the City of St. Charles.</p>			
Attachments (please list):			
Ordinance; draft of Ice Cream Truck Registration Application			
Recommendation/Suggested Action (briefly explain):			
The Police Department recommends amending City Ordinance Title 5 “Business Licenses and Regulations” by adding Chapter 5.56 “Ice Cream Vending Vehicles” to the St. Charles Municipal Code.			

City of St. Charles, Illinois
Ordinance No. 2024-M- _____

**An Ordinance Adding Title 5 “Business Licenses and Regulations”,
Chapter 5.56 “Ice Cream Vending Vehicles” to the St. Charles Municipal
Code**

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

SECTION ONE: That Title 5 “Business Licenses and Regulations”, be and is hereby amended by adding the following new chapter and sections:

Chapter 5.56 - ICE CREAM VENDING VEHICLES

SECTION:

5.56.10: Definitions

5.56.20: License Required

5. 56.30: Application Process

5.56.40: Application Fee

5.56.50: Background Check

5.56.60: Inspection of Vehicles

5.56.70: Required Vehicle Equipment

5.56.80: Prohibitions on Conducting Business

5.56.90: Operators’ Restrictions

5-56.100: Penalty

5.56.10: DEFINITIONS:

ICE CREAM VENDING VEHICLE: A vehicle from which the retail sale by ice cream or similar confections of beverages for human consumption is conducted from a roadway.

OWNER: The title holder of an ice cream or similar confections or beverage vending vehicle.

RETAIL SALE: The sale of ice cream or similar confections or beverage to the consumer thereof.

ROADWAY: Any public or private street, highway or road used by vehicles.

VEHICLE: Every motor vehicle which is mechanically propelled and designed to transport one or more persons.

VENDING: The act of selling, or offering to sell, any ice cream or similar confections or beverage for human consumption from an ice cream vending vehicle on a roadway.

VENDOR: Any person who physically operates an ice cream vending vehicle or any person who physically conducts vending from such a vehicle.

5.56.20: LICENSE REQUIRED:

A. It shall be unlawful for any person to sell, give away, offer for sale, or expose for sale, any ice cream or similar confection or beverage of any kind from a truck or other self-propelled motor vehicle, whether or not the same remains in one place in the City, without first having obtained a license for such purpose.

B. The City shall issue a photo identification card, suitable for identifying each ice cream vendor covered by this license program. Such card shall be displayed in a prominent place on each ice cream vehicle or driver while it is in use.

5.56.30: APPLICATION PROCESS

Applications for such licenses shall be made available on line and at the police department. The application shall state as follows:

A. The name, address, and statement of legal age of the applicant.

B. The citizenship of, place of birth, and proof of a valid driver's license for the applicant.

C. The location and description of the premises or place of business which is to be operated under such license.

D. A statement that applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this article, laws of this state, or the ordinances of this City.

E. The number of trucks intended to be operated under the proposed license, as well as the license plate number and vehicle identification number of each truck.

F. A waiver signed by each employee authorizing the City to conduct a background check on drivers who will operate the trucks. No driver shall operate any trucks within the City until the City completes a background check satisfactory to the City. Each company shall furnish a list of the drivers who will be operating the trucks.

G. A copy of a current Health Department permit at the time of application.

5.56.40: APPLICATION FEE:

- A. The annual fee for such licenses shall be \$50 for each vehicle. Such fee shall be paid to the police department at the time application is made.
- B. The year for which a fee shall be valid shall commence on May 1 and end on April 30 of the succeeding year.

5.56.50: BACKGROUND CHECK

No such license shall be issued to or held by any person or driver who is not a person of good character or who has been convicted of a felony within the past five years, or must register as a sex offender as required by the Sex Offender Registration Act, 730 ILCS 150; nor shall such license be issued to or held by any corporation if any officer thereof would be ineligible for a license under the foregoing conditions. A criminal background fingerprint check will be performed by the Chief of Police, or his/her designee, through the Illinois State Police, Bureau of Identification, and the Federal Bureau of Investigation's database systems. A fee of \$50 shall be paid by the company or the individual for each individual for whom a background investigation must be conducted.

5.56.60: INSPECTION OF VEHICLE:

Prior to the issuance of said license, the licensee shall present to the police department each truck or other self-propelled motor vehicle for inspection as to the cleanliness and sanitation.

5. 56.70: REQUIRED VEHICLE EQUIPMENT:

In addition to having a current State registration, complying with the provisions of this Article and other applicable provisions of this Code, vehicles used for the vending of ice cream or similar confections or beverages shall be equipped with the following, which shall be in good working order:

- A. A sign on the front and back of the vehicle which shall consist of reflective letters no less than three inches (3") in height and shall state "Caution - Children Crossing".
- B. A foldout, diamond-shaped sign on the left side of the vehicle which shall consist of black on yellow reflective letters no less than five inches (5") in height and shall state "Slow". This sign shall be located at a height of between five feet (5') and eight feet (8') above ground level and shall be displayed at a ninety-degree (90°) angle to the left side of the vehicle whenever it is stopped for the purpose of vending.

C. Two (2) amber lights, each five inches (5") in diameter, mounted on the left and right front, and two (2) amber lights each five inches (5") in diameter, mounted on the left and right rear of the vehicle, all at the top of the vehicle.

Each left light shall flash alternately from the opposing right light, and have sufficient lumens so that the flashing will be visible at a distance of five hundred feet (500') whenever the vehicle is stopped for the purpose of vending.

D. A litter or trash container visible and available to customers of the vending vehicle.

E. Equipment which will keep all perishable ice cream or similar confections at a temperature of zero degrees (0°) to minus ten degrees Fahrenheit (-10°F). Beverages or other type confections on the vehicle shall be maintained at a temperature of below fifty degrees Fahrenheit (50°F).

5.56.80: PROHIBITIONS ON CONDUCTING BUSINESS:

The following shall not be performed from a vending vehicle:

A. Vending from the left, or driver's side, of the vehicle.

B. The emission of any amplified or electronic noise intended to advertise the presence of the vehicle. Manually operated bells may be utilized while the vehicle is in motion. The emission of any noise to advertise the presence of the vehicle while the vehicle is stopped is prohibited.

C. Vending if the vehicle is not parked with the right side thereof to the curb or right side of the roadway.

D. Vending within a distance of one hundred feet (100') from the nearest intersecting roadway.

E. Vending before ten o'clock (10:00) A.M. any day, or after eight o'clock (8:00) P.M. any day.

F. Vending on any of the following roadways:

Randall Road

Lincoln Highway (Route 38)

Bircher Road

Campton Hills Road

Peck Road

Main Street (Route 64)

Geneva Road, 2nd Street (Route 31)

5th Avenue (Route 25)

Illinois Street Bridge

Prairie Street Bridge

Red Gate Road

Tyler Road

Country Club Road

Dunham Road

Kirk Road

Kautz/Smith Road

G. Conducting a sale to any customer who is standing on a roadway.

H. Vending in such a manner as to cause a traffic and/or pedestrian nuisance.

5.56.90: OPERATORS' RESTRICTIONS:

A. It shall be unlawful for any driver of a vehicle while on duty to drink any intoxicating liquor or alcoholic beverage, to use any profane or obscene language, to shout or call to prospective customers, or to disturb the peace in any manner.

B. It shall be unlawful for any person who is afflicted with or is the carrier of any infectious or contagious disease to conduct vending.

C. A valid and current Health Department permit is required at all times while operating (these are issued annually).

D. No vehicle shall be operated unless it is covered by a bond or public liability policy as required by the Illinois Compiled Statutes. The owner shall furnish a copy of such bond or insurance policy prior to the issuance of a license.

E. It shall be the duty of every driver of a vehicle to obey all traffic rules established by ordinances of the City or the statutes of the State of Illinois.

5.56.100: PENALTY:

Any person violating any of the provisions of this article shall be fined one hundred dollars (\$100.00) for the first offense thereof, and subject to a fine of not more than five hundred dollars (\$500.00) for each subsequent offense.

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

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2024.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2024.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2024.

Lora Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____

ST. CHARLES ICE CREAM TRUCK REGISTRATION APPLICATION

REGISTRATION SHALL BE VALID UNTIL APRIL 30 FROM THE DATE OF ISSUE
 VENDORS MUST PROMINENTLY DISPLAY POLICE-ISSUED I.D. BADGE WHEN VENDING
 VENDING IS PERMITTED DAILY BETWEEN THE HOURS OF 10:00AM AND 8:00PM



YOUR APPLICATION WILL NOT BE SUBMITTED FOR REVIEW UNTIL ALL REQUIRED ATTACHMENTS BELOW ARE RECEIVED
 (NOTE: Each individual conducting vending must complete a separate form and pay a separate \$50 fee)

- COMPLETED APPLICATION FORM** (form will be rejected if all blank spaces are not filled in)
- NON-REFUNDABLE APPLICATION FEE OF \$50.00** (cash or check – make checks payable to City of St. Charles)
- COPY OF APPLICANT'S DRIVER'S LICENSE**
- COLOR PHOTO** (For vendor badge. Photo must be taken within the last 6 months, forward-facing, full face. E-mail to police@stcharlesil.gov)
- COPY OF KANE COUNTY HEALTH DEPARTMENT PERMIT**
- COPY OF VEHICLE(S) BOND OR PUBLIC LIABILITY INSURANCE POLICY**
- RESULTS OF BACKGROUND CHECK** Fingerprint-based background results must be from *Illinois State Police - Bureau of Identification* with results submitted to this police department (fingerprints must be taken by a state-approved Livescan vendor within the last 90 days)

COMPANY & VEHICLE INFORMATION

COMPANY NAME _____
 (Company that you are employed by and are soliciting on behalf of)

COMPANY STREET ADDRESS INCLUDING CITY, STATE, ZIP CODE: _____

SUPERVISOR'S NAME AND ADDRESS WITHIN THE STATE OF ILLINOIS WHERE SERVICE OF PROCESS MAY BE HAD.
 (Person in your company who is in charge of those soliciting on company's behalf and his/her address)

Name _____ E-Mail _____ Phone _____

COMPANY VEHICLE DESCRIPTION: Make _____ Model _____ Color _____ Lic Plate Number _____

NOTE: If more than one vehicle will be used, please attach a listing of vehicles and this information for each one.

VEHICLE WAS INSPECTED BY: Name _____ Badge# _____ Date _____

APPLICANT INFORMATION

NAME: _____

HOME ADDRESS, CITY, STATE, ZIP CODE: _____

DATE OF BIRTH: _____ APPLICANT'S PHONE NUMBER: _____

ARE YOU A U.S. CITIZEN? (circle one) Y / N PLACE OF BIRTH: _____

PHYSICAL DESCRIPTION: HAIR COLOR _____ EYE COLOR _____ HEIGHT _____ WEIGHT _____ GLASSES Y / N

DRIVER'S LICENSE # _____ State of Issuance _____ Expiration date _____

1. ARE YOU REQUIRED TO REGISTER AS A SEX OFFENDER AS REQUIRED BY THE SEX OFFENDER REGISTRATION ACT, 730 ILCS 150? (circle one) YES or NO
2. IN THE PAST FIVE YEARS, HAVE YOU EVER BEEN CONVICTED OF THE COMMISSION OF A FELONY UNDER THE LAWS OF THE STATE OF ILLINOIS OR ANY OTHER STATE, OR OF A LAW OF THE UNITED STATES? (circle one) YES or NO; IF YES, PLEASE LIST THE OFFENSE(S): _____

I certify that all of the above statements are true to the best of my knowledge, information and belief. I further certify that I will notify the City within 24 hours in writing if any change occurs in the information I have provided on this application. If this application is approved, I certify that this applicant will abide by all the rules and regulations in the City of St. Charles regarding ice cream vending. Applicant also certifies that they are aware that the \$50 application fee will **not** be refunded if application is denied for any reason.


APPLICANT'S SIGNATURE _____ DATE _____

FOR ST. CHARLES POLICE DEPARTMENT USE ONLY: APPROVED DENIED

SIGNATURE _____ DATE _____ EXPIRES: _____

APPLICANT CONTACTED BY: _____

DATE/TIME: _____

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 8a
	Title:	Recommendation to Approve a Resolution Authorizing a Professional Services Agreement with Solomon Cordwell Buenz for a Downtown Riverfront Property Feasibility Study in the amount of \$118,680.	
	Presenter:	Derek Conley, Economic Development Director	
Meeting: Government Operations Committee		Date: May 6, 2024	
Proposed Cost: \$118,680		Budgeted Amount: \$200,000	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>In September 2023, the City Council directed staff to issue a Request for Proposals for a Downtown Riverfront Property Feasibility Study for City-owned property at 10 State Ave. The subject property is commonly known as the former Police Department site. The intent of the feasibility study is to collect data to provide the City with more information to properly evaluates development options. The scope of services is limited to a technical analysis of the site and include Environmental Site Assessment, Geotechnical Analysis, Floodplain Mitigation Analysis, Utility Analysis, Demolition Costs, Traffic Study, and Parking Analysis. RFP responses were due November 16, 2023.</p> <p>Solomon Cordwell Buenz (SCB), was the only consultant firm to submit a proposal. SCB is an architecture and planning firm since 1931, operates nationally with an office in Chicago. City staff has reviewed the SCB proposal and interviewed the project manager and SCB team. City staff confirms that SCB has a proven record of working on similar projects, a clear understanding of the scope of services, and is capable of delivering those services in a timely matter.</p> <p>The attached SCB proposal includes Experiences and Capabilities, Statement of Experience, Work Specific Knowledge, and the Project Approach. The analysis is schedule to be conducted completed in 4-5 months.</p>			
Attachments (please list):			
Resolution, Agreement (including Consultant RFP submittal)			
Recommendation/Suggested Action (briefly explain):			
Recommendation to Approve a Resolution Authorizing a Professional Services Agreement with Solomon Cordwell Buenz for a Downtown Riverfront Property Feasibility Study in the amount of 118,680.			

**City of St. Charles, Illinois
Resolution No. 2024-_____**

**Resolution Authorizing the Execution of a Professional Services Agreement
with Solomon Cordwell Buenz for a Downtown Riverfront Property
Feasibility Study.**

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to Authorize the Execution of a Professional Services Agreement with Solomon Cordwell Buenz for a Downtown Riverfront Property Feasibility Study, in the amount of \$118,680.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of May 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of May 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of May 2024.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

St. Charles Agreement for Professional Services Downtown Riverfront Property Feasibility Study

This agreement for professional services ("**Agreement**") has been awarded on _____, 2024 by City Council / or / by City Administration and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and **Solomon, Cordwell, Buenz & Associates, Inc.** ("**Professional Service Provider**") (Inc/LLC/Co/sole proprietorship), located at **625 N. Michigan Avenue, Suite 800, Chicago, Illinois 60611**. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued Request for Proposal #ED2023-41 (**Solicitation**) for professional services entitled **Downtown Riverfront Property Feasibility Study ("Project")**;

Whereas, the Professional Service Provider submitted an offer (**Offer**) in response to the Solicitation and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider the Project, a total amount not to exceed **\$118,680.00**; [Options / Phases not listed have not been awarded.]

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
 - The City's Solicitation Package (minus the response pages and sample award documents), all addenda and any related documents is attached as **Exhibit A**
 - The Professional Service Provider's offer and all related documents is attached as **Exhibit B**
 - Insurance Coverage for Professional Service Provider is attached as **Exhibit C**
 - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

- A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Project Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Professional Service Provider [**Exhibit B**].
- Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
 - Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.

c. **Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Service Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Service Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Service Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Service Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

B. Status of Independent Professional Service Provider. Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

A. Term. This Contract becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.

B. Termination of Contract. The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:

a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.

b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24-hour notice specifying the effective date of

termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract.

- c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.
 - d. **Convenience.** Termination for convenience does not necessitate a reason. The City may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
 - e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, “Act of God”, act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.
- C. Stop Work.** The City may, at any time by written order, require the Professional Service Provider to stop all or part of the services required by this contract. Upon receipt of such an order, the Professional Service Provider shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

Article 4: Compensation

- A. Price.** The City shall pay the Professional Service Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price stated on page 1 of this agreement may not be increased unless the City’s Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. Invoicing.** The Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier’s invoices to justify material mark-up; certified payroll; waivers of lien; and supplier’s invoices to justify material mark-up.
- C. Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Professional Service Provider’s invoice, whichever is more favorable to the City.

- a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
- b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. Consent and Approvals.** The City and the Professional Service Provider represent to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit C**.
- C. Standard of Performance.** The Professional Service Provider represents that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. Efforts.** The Professional Service Provider, consistent with the Standard of Performance, shall timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. Hold Harmless and Indemnification.**
 - a. **Patents and Copyrights.** The Professional Service Provider represents that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement.
 - b. **Loss and Liability.** The Professional Service Provider shall hereby indemnify the City, its directors, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands,

damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

- A. Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.
- a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
 - b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
- B. Discrimination Prohibited.**
- a. **Equal Employment Opportunity.** The Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
 - b. **ADA.** The Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. [Exhibit D]
- B. Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. Assignment.** The Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. Notification.** All notification under this Contract shall be made as follows:
- a. **If to the City**
City of St. Charles
Attn: Procurement Division
2 East Main Street
St. Charles, IL 60174
Email: Procurement@stcharlesil.gov
 - b. **With electronic copies to**
Procurement Division: Procurement@stcharlesil.gov
Project Manager: Derek Conley; dconley@stcharlesil.gov
 - c. **If to the Professional Service Provider**
Solomon, Cordwell, Buenz & Associates, Inc.
625 N. Michigan Ave., Suite 800
Chicago, IL 60611
Attn: Nicholas Pryor; Nicholas.pryor@scb.com
Ph: 312.866.1133

Article 8: Applicability

- A. Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. Severability.** If any provision of this Professional Service Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager - Derek Conley

ATTEST _____

DATE _____

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____



Notice to Professional Service Providers

Downtown Riverfront Property Feasibility Study (ED2023-41)

A **Formal Request for Proposal** for the above work is posted on our city website: <https://www.stcharlesil.gov/bids-proposals>

Brief Description: The City of St. Charles (“City”) is seeking proposals from qualified firms to conduct a development feasibility study of City-owned property along the Fox River, 10 State Avenue, in Downtown St. Charles. The City is NOT seeking development proposals or concepts from developers at this time. The intent of the development feasibility study is to evaluate the site from a land-use, infrastructure, and financial perspective to determine feasible development options that align with the City’s vision of the property.

Targeted Timeframe *(subject to change without notice)*

RFP published	https://www.stcharlesil.gov/bids-proposals	September 19, 2023
Questions due prior to 8:00am	Procurement@stcharlesil.gov	October 20, 2023
Answers published	https://www.stcharlesil.gov/bids-proposals	October 27, 2023
Responses to RFP due prior to 10:00am	There will not be a public opening.	November 16, 2023
Invitations to Interview	notification via e-mail	TBD
Interviews	2 East Main St; St. Charles, IL	TBD
Council/City Administrator Award	Anticipated Award Date:	January/February 2024

Service Period Anticipated Notice to Proceed: January/February 2024

Completion Date: City will rely on consultant experience on adequate time to complete scope of services. The City prefers to have the study completed by September 2024.

Solicitation Document includes

- Notice to Professional Service Providers
- Section 1: Instructions to Proposers for Professional Services
- Section 2: Special Provisions for Professional Services
- Section 3: Requirements and Specifications
- Section 4: Proposal Response Documents
 - Cover Page
 - Signature Page
 - Price Proposal Page
 - Certification of Compliance
 - Service Provider Response Requirements
- Section 5: Award Document – St. Charles Agreement for Professional Services
 - Exhibit A: This solicitation document and all addenda
 - Exhibit B: Awarded Response and Clarification Documents
 - Exhibit C: Insurance Requirements
 - Exhibit D: Change Order Document

INSTRUCTIONS TO PROPOSERS FOR PROFESSIONAL SERVICES

Solicitations are open to all qualified firms actively engaged in providing the services specified and inferred.

SOLICITATION PROCESS

Request for Proposal

- 1) The City of St. Charles solicits qualified firms for Professional Services.
- 2) Firms are qualified based on either
 - a) A public formal Request for Qualifications which may be either a separate solicitation or incorporated within a Request for Proposal.
 - b) Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
 - c) Prior experience providing the service.
- 3) A formal Request for Proposal is submitted to qualified firms.
- 4) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to Procurement@stcharlesil.gov by the last date for questions as reflected on the first page of this document. A written response in the form of an addendum will be published by the date stated.
- 5) Proposers shall acknowledge the receipt of any addendum in the spaces designated in the Response Documents.

The Cone of Silence

- 6) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
- 7) During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
- 8) Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.

Exceptions to the Cone of Silence

- 9) Written communications directed to Procurement@stcharlesil.gov
- 10) All communications occurring at pre-bid meetings.
- 11) Oral presentations during finalist interviews, negotiation proceedings, or site visits.
- 12) Oral presentations before publicly noticed committee meetings.
- 13) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- 14) Procurement of goods or services for Emergency situations.

Investigation

- 15) It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
- 16) If a work site is involved in this solicitation, and the site of the work is:
 - a) An area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
 - b) An area open to the general public, the proposer may perform their inspection at a time of their choosing.
- 17) Participating Supplier shall inspect in detail the delivery location, installation site, and/or work site and familiarize themselves with all the local conditions and the detailed requirements of delivery, installation, or construction.
- 18) No plea of ignorance by the Participating Supplier of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Participating Supplier to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City, the compensation to the supplier, or a change in the formal offer submitted to the City per City's defined cost structure.

Proposals

- 19) Proposals must be submitted electronically. All necessary documents are available through the City's website, <https://www.stcharlesil.gov/bids-proposals> which provides a hyperlink to DemandStar. Downloading documents and submitting proposals requires registration with "DemandStar." You can register and create an account by going to www.demandstar.com/register.rsp. DemandStar is a free service used to browse solicitation opportunities, receive general or targeted solicitation opportunity notifications, and participate in procurements.

Signatures as Offer

- 20) Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
- 21) Signatures (*reference signature page*) by
- Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
 - Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers

- 22) Offers may be withdrawn at any time prior to the due date.
- 23) Offers may not be withdrawn after the due date without the approval of the Procurement Division.
- 24) Negligence in preparing an offer confers no right of withdrawal after opening/due date.

Timeframe and Consequences

- 25) Offers must be received before the designated time.
- 26) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Receipt of Formal Offers

- 27) Firms submitting formal offers will be identified on a formal List of Proposers published on the City's website <https://www.stcharlesil.gov/bids-proposals> within two business days.

Taxes

- 28) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
- 29) The City's Sales Tax Exemption Number is E9996-0680-07.

EVALUATION OF OFFERS

Receipt of One (or too few) offers

- 30) If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will be:
- Held until the new due date and time, if there are no changes in requirements, and pending agreement with the Proposer.
- 31) If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

Determining Responsiveness of the Proposal

- 32) Responsive offers will be reviewed for compliance, and if compliant, will be deemed responsive.
- 33) Responsive offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation, inclusive of all requirements, compliant to all product specifications, able to meet

delivery requirements, accepting of all contract terms and conditions.

- 34) The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division.

Determining Qualifications

- 35) Participating Suppliers submitting responsive offers will be evaluated, and if qualified, will be deemed responsible.
- 36) The City reserves the right to determine the competence, the financial stability and the operational capacity, professional skills, and qualifications of the Participating Supplier.
- 37) Upon request by the City, Participating Supplier shall furnish evidence for the City to evaluate their resources and ability to provide the goods/services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, certificates, licenses; listing of committed but not yet completed orders; financial statements.
- 38) Participating Suppliers may be required to submit samples of items within a specified time frame and at no expense to the City. If not destroyed in testing, samples will be returned at the Participating Supplier's request and expense. Samples which are not requested for return within thirty (30) days of the completion of the evaluation will become the property of the City.
- 39) Participating Suppliers may be required to affect a demonstration of the good/service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
- 40) Participating Suppliers may be offered the opportunity to interview. The City does not intend to interview all Participating Suppliers.
- a) Participating Suppliers may be required to submit additional data during the interview process.
 - b) The City does not intend to require additional data from all interviewed finalists - only when in the City's best interest.
 - c) Time frame for interviews are reflected in the Schedule portion of the solicitation.
- 41) Participating Suppliers may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Participating Supplier.
- a) The City will contact references to verify Participating Supplier's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' feedback on the supplier's/proposer's character, integrity, and reputation for good judgment.
 - b) The City may require a site visit. Participating Suppliers will be asked to include applicable locations within a 200-mile radius of the City of St. Charles. The City will obligate its own funds for travel to any site that arises from the evaluation of proposal responses.
- 42) The City reserves the right to eliminate a Participating Supplier who has not demonstrated the required years of service within the required specialty.
- 43) The City reserves the right to determine if any of the above or other information might hinder or influence the quality of the work specified, or impair the prompt completion of additional work such as future maintenance and service.
- a) Past unsatisfactory performance is sufficient to justify a finding of non-responsibility.
 - b) Previous award of work does not guarantee future award(s).

Waivers and Rejections of Submittals

- 44) The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the submittal. The City may conduct discussions with Participating Suppliers to further clarify the submittal as may be necessary. Clarification and/or correction of the submittal shall be effected by submission to Procurement@stcharlesil.gov of the corrected page of the submittal with changes documented and signed. Receipt must be within 3 hours of request.
- 45) The City reserves the right to reject any or all submittals for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which material requirements for some items are

substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.

Confidential Information

- 46) Proposals are subject to Illinois State FOIA requirements including the following exemptions:
- a) (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
 - b) Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
- 47) ***Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

REQUIREMENTS if Awarded the Work:

Contracts

- 48) The successful Proposer is required to enter into a contract with the City covering all matters set forth in the solicitation document, addenda and clarification process.
- 49) Contract must be fully executed by the proposer within ten (10) days of notice to award. Any delays will postpone staff's submittal for City Council/City Administrator approval.

Insurance

- 50) The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (Reference Contract Exhibit C).
- 51) Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the order.
- 52) The Proposer's obligation to purchase stated insurance cannot be waived by the City's action or inaction.

Security Clearance

- 53) Background checks inclusive of finger printing MAY be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the City's Police Department.
- 54) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

Audit

- 55) The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

Protests

- 56) Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
- a) Protests involving the solicitation process must be presented in writing to Procurement@stcharlesil.gov no later than the last date for questions as reflected on the first page of this document.
 - b) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to Procurement@stcharlesil.gov no later than three business days after results are publicly posted.

- 57) Protests must include: the name and address of the protestor; the title and solicitation # of the solicitation; and if available: if an award has been recommended, the city public meeting agenda #, the award document number, identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- 58) A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total value of the award, or \$1,000, whichever is less.
- a) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
 - b) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- 59) Upon receipt of the notice of protest, the Procurement Division shall stop the award process.
- a) The Procurement Division will rule on the protest in writing within two business days from receipt of protest.
 - b) Appeals of the Procurement Division's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - c) The City Administrator's decision is final.

Special Provisions for Professional Services

Part 1: REGARDING THE SOLICITATION PROCESS:

A) Required Submittal Documents

- 1) Cover Page
- 2) Signature Page
- 3) Price Proposal Page
- 4) Certification of Compliance
- 5) Service Provider Response Requirements

B) Evaluation Criteria

The awarded proposer will be selected based on:

- Quality of response
- Capacity to complete all City requests identified in the Scope of Services
- Experience conducting similar development feasibility studies
- Ability to complete by defined timeframe
- References
- Cost

C) Evaluation Process

- 1) An evaluation committee comprised of City staff will review, evaluate and score all proposals and interviews based on the criteria and weights defined below.
- 2) Proposals will be reviewed for compliance, and if compliant, will be deemed responsive.
 - i. Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
 - ii. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division.
- 3) Proposer Qualifications will be reviewed, and if qualified, will be deemed responsible.
- 4) Proposals deemed both Responsive and Responsible will be reviewed by the evaluation committee. The committee will utilize the Evaluation Criteria when reviewing proposals.
 - i. The City reserves the right to seek clarification of proposals.
- 5) Proposed Fees will be analyzed for totality of costs.
- 6) Finalists may be invited for an interview.
 - i. The City does not intend to interview all proposers.
 - ii. Proposers may be required to submit additional data during the interview process.

D) Basis of Award

- 1) Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
- 2) While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
- 3) Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
- 4) The City reserves the right to award a shorter term of service, by phase or deliverable, part or portion of a phase or deliverable, any line item or option regardless of order listed.

Part 2: REGARDING THE WORK

E) The Contract for Professional Services is attached for reference at the end of this document.

F) Contract Administration

- 1) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
- 2) Once the "Work May Proceed" order is issued, the work will be turned over to the City's Project Manager.
 - i. The Project Manager's primary responsibility is to assure the City receives the professional services in accordance to the requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

G) Communications Plan

The Service Provider is required to provide the City's Project Manager with updates of the project inclusive of but not limited to: portion of work completed, assumptions, problems encountered... The updates can be in person or over the phone, at the discretion of the City.

H) Change Order Procedure

The City reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

- 1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
- 2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
- 3) Change orders will describe the City approved change(s), will refer to the service provider's recommended proposal for change, and will be signed by the City and the service provider prior to implementing the change.
- 4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
- 5) If the service provider's proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the City will authorize the documented Change Order which will be confirmed as a contract amendment.

I) Payment

- 1) Services shall be invoiced monthly or on an agreed upon schedule.
- 2) Authorization of payment requires receipt of service provider's invoice, acceptance of services by Project Manager and receipt of other required paperwork.
- 3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

J) Service Issues

The service provider shall not be reimbursed until services are compliant.

Requirements and Specifications

EXECUTIVE SUMMARY

The City of St. Charles is seeking proposals from qualified firms to conduct a development feasibility study of City-owned property along the Fox River, 10 State Avenue, in Downtown St. Charles, IL. The City is NOT seeking development proposals or concepts from developers at this time. The intent of the development feasibility study is to evaluate the site from a land-use, design, infrastructure, environmental, and financial perspective to determine feasible development options that align with the City's vision of the property. The information collected in the feasible study may be used to issue a Request-For-Proposal seeking development or land-use options for the property.

The property includes a former Police Station facility, and may also incorporate adjacent open spaces and parking lots, as defined herein and shown in the attachments.

In 2020 the City updated its Comprehensive Plan recommendations for the Downtown Sub Area, in part due to the anticipated redevelopment of this City-owned site. City staff gathered community input on the future development of downtown St. Charles through several community visioning sessions. The feedback that was solicited throughout the planning process significantly influenced the guidelines and recommendations established in the updated plan.

The City issued a Request-for-Concepts on November 15, 2021. In March of 2022, the City received four concept proposals from four developers. Two of the proposals were heavily residential and two of the proposals were considered mixed-use. After review, City Council voted to reject all proposals citing the need for more information about the site before committing to a specific development. City Council directed staff to hire a firm to conduct a feasibility study to investigate the site further.

SITE PROFILE

The subject property is located immediately north of the St. Charles Municipal Center in downtown St. Charles. The site is adjacent to other City facilities, including Century Station offices, City Fire Station #1 and various utility structures. The site is located on the east side of the Fox River with frontage on Riverside Avenue and is centrally located with easy access to restaurants, entertainment, and shopping elsewhere within Downtown and outdoor recreation along the riverfront. See Project Site Area, Attachment A, for reference.

Site Description:

The property includes the core Police Station site, depicted in Attachment A, with adjacent open spaces and parking lots. The structures that comprise the former Police Department facility are of various ages and include late 19th or early 20th century industrial buildings and a 1980s era "wing" along the riverfront that was constructed around a central access court. This court provides access to a City water well site located inside the court. The structures are within the City's Central Historic District, but all are rated as "Non-Contributing" structures.

Zoning:

The core redevelopment site of the former Police Station is mostly zoned CBD-1, Central Business District. The purpose of the CBD-1 is to provide for the maintenance and orderly growth of a mixed use, pedestrian friendly, compact district of retail, service, office, and higher density residential uses in the central area of the City. A small amount of land on the north end of the Police Station facility is zoned Public Land.

The CBD-1 zoning district has no maximum building coverage but restricts building heights to a maximum of 50 feet. The City may allow a Planned Unit Development (PUD) review process thereby allowing land-use and design elements that are not currently allowed per existing zoning.

In addition to plans for the core Police Station site, there are adjacent parking lots to the east and south of the core site that are included in the subject area, which have been considered to be incorporated into a redevelopment of the area. These parking lots are identified as "Area A" and "Area B" on Attachment A. Area A is zoned CBD-2.

The purpose of the CBD-2 Mixed Use District is to provide a properly scaled mixed-use transition between existing single-family residential neighborhoods and the retail core of the CBD-1 Central Business District. The CBD-2 District permits a mix of retail, service, office, and medium-density residential uses within buildings that are of a reduced height and scale than that permitted in the CBD-1 District. However, development in this district is also intended to retain a pedestrian oriented character, similar to that of the CBD-1 District. Area B is zoned CBD-1. See Attachment B for Zoning and Building Height map.

Site Conditions:

The City has identified three site conditions that could present a challenge to any development on the property and could alter how any development of the property is designed and its financial feasibility. See Attachment C for Utilities and Floodplain map.

- 1) No environmental analysis has been conducted on the site to-date; however, given the historical uses of the property, there is potential that environmental remediation may be required as a part of the redevelopment project. It is expected that a Phase 1 Environmental Study will be conducted to ensure the site is appropriately remediated and the cleanup costs are estimated.
- 2) Historically, developments situated along the river in the downtown have encountered bedrock and the City suspects that this site would not be any different.
- 3) The site includes floodplain along the Fox River. The 100-year floodplain line follows the existing topography around the buildings and will likely be impacted by any redevelopment of the site. Floodplain elevations and regulations applicable to buildings near a floodplain will be important site engineering considerations.

Utilities:

The project site is served by all standard City of St. Charles public utilities including water, storm sewer, sanitary sewer and electric. (Note that the electric service in St. Charles is provided by a City-operated Municipal Electric Utility.)

There are a number of utility lines crossing through or around the site that may not be easily relocated; the effects of which may add substantial costs or limit the building footprint of any redevelopment. The area also includes fixed utility facilities, such as a City well site and electric substation, which cannot be relocated, and whose connections and access must be maintained.

With respect to specific utility lines crossing through or around the site:

- Sanitary sewers passing around the site are regional trunk lines that likely cannot be rerouted.
- Certain watermains could potentially be re-routed; however, the mains interconnect with fixed facilities in the immediate area (including two well sites, a treatment building and a reservoir building). Also, the network of underground infrastructure is crowded, which may limit routing alternatives. Additionally, other downtown development projects have struggled with very-old and undersized municipal water mains, and any substantial development proposed for this area may have similar struggles.
- Overhead electric poles along the east side of Riverside Avenue carry both Commonwealth Edison power to the substation site and City electric distribution lines exiting the site. The City believes it would be a substantial cost to place these lines underground.

River Corridor Open Space:

It is a priority of the Comprehensive Plan to maintain public open space along the riverfront. The 2020 Comprehensive Plan update for Downtown provides guidance that, at a minimum, there should be a 60-foot-wide open space corridor running along the east shoreline of the Fox River. It also identifies a 20-foot minimum river trail/promenade width be included within this open space. The City has included the 60-foot-wide open space as “Area C”, identified on Attachment A, as a potential part of the project site; however, Area C should be maintained as some form of open space in conformance with the Comprehensive Plan. There is an opportunity for shared public and private uses within the open space corridor and along the river walk path.

Special Service Areas:

The properties are located entirely in two of the City’s Special Service Areas- 1A and 1B.

- SSA-1A provides for the maintenance of public parking to serve the downtown.
- SSA-1B provides for downtown revitalization efforts relating to economic development and promotional activities in the downtown area.

SCOPE OF SERVICES

Planning

1. **Public Engagement:** The City conducted a Comprehensive Plan Amendment in 2019-2020, which included public engagement via various community meetings. The plan added the Police Station site as a Downtown Subarea “Catalyst Site”- defined in the plan as “underutilized properties where redevelopment could have a catalytic impact on the surrounding area.” The plan recommended an open space corridor along the river, and mixed-use redevelopment of the Police Station property. The proposals submitted for the 2022 Request-for-Concepts reignited discussions regarding the highest and best use of the property. Before the City would re-issue an RFP for the development of the property, developers need more direction on the type of project, amenities, and design features that would be broadly supported by the community and City Council.

The City is seeking a public engagement program which would allow for community residents and stakeholders to provide input on how the property is utilized. For other planning/strategic projects, the City has used Open-house style community meetings, surveys, focus groups, and a project website to engage the community. The City will rely on the consultant for best practice methods to engage with the public.

Technical

1. **Environmental Site Assessment:** A Phase I Environmental Site Assessment will need to be performed to understand the current environmental conditions and the potential scope and cost of any remediation.
2. **Geotechnical Analysis:** The City needs to gain a better understanding of the soil structure and bedrock depth across the site. Underground parking has been suggested at this site. Ultimately, there needs to be an understanding of how the soil structure and bedrock would impact any development, but specifically the feasibility of underground parking.
3. **Floodplain Mitigation Analysis:** The site being partially encumbered with floodplain adds an additional barrier to development of the property. The City is seeking concepts for how the floodplain can be mitigated in a cost-effective manner and be incorporated into the site design.

4. Utility Analysis: The site is already served by public utilities including water, storm sewer, sanitary sewer, and electric. The City is seeking an analysis which identifies the services current condition and capacity. Ultimately, the City would like to determine the following:
 - a. Do the existing utilities need to be replaced regardless of what type of development occurs on the property?
 - b. What types of development can be supported by the existing utility infrastructure?
 - c. What types of development would require utility upgrades?
 - d. Is it more efficient or cost effective to develop around the existing utility infrastructure or relocate in order to accommodate a larger development? What utilities would be cost effective to relocate?
5. Demolition Costs: The City is seeking an estimate for the cost to demolish the structures on the property and secure the site.
6. Traffic Study: The property is adjacent to Riverside Ave which intersects with Main Street (Route 64). There are two streets that are perpendicular to Riverside Ave, and thus have access to the subject property, State Ave and Cedar Ave. These streets have small retail uses closer to the subject property but also connect to surrounding residential neighborhoods and Fifth Avenue (Route 25). The subject property is also directly across from the active City of St. Charles Fire Station 1. The Fox River regional bike trail crosses through the site area on-street along Riverside and State Avenues. Bike and pedestrian traffic crosses through the site to Pottawatomie Park and the Great Western Trail bike bridge across the Fox River.

The City is requesting a traffic study be conducted to analyze the impact of various development options which vary from low intensity-uses to high intensity-uses. The analysis should address the following issues:

- a. Riverside Ave Capacity
 - b. Needed improvements at the intersection of Main Street/Riverside Ave
 - c. Limiting traffic congestion on State Ave and Cedar Ave
 - d. Avoid traffic conflicts with Fire Station 1
 - e. Pedestrian and Bike Trail infrastructure improvements through the site area
7. Parking Analysis: The City is currently in the process of conducting a Downtown Parking Study. The consultant would be expected to utilize data and information gained from the study to evaluate how parking can be addressed on the subject property for a variety of uses.

Project Area

The Project Area is depicted on Attachment A. While the focus area for the feasibility study area is the Police Station Site, the study area also includes Area A, B, and C as these areas may impact and/or be included in the proposed redevelopment of the Police Department Site.

Project Site Area



City Utility Buildings

C

Police Station Site

Potential connection to Site A

A

State Ave

B

Riverside Ave

Century Station (City Offices)

Fire Station

Cedar Ave

Municipal Center

Main Street/Route 64

Zoning & Building height

Spot elevations shown



Utilities & Floodplain

Water Main ——— Sanitary Sewer → Overhead Electric - - - - -





Downtown Riverfront Property Feasibility Study
ED2023-41
Addendum #1

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original documents and shall be taken into account in preparing submittal.

CLARIFICATION

Question #1: Can the Geo-Tech company be part of the team but under a separate contract with the City of St. Charles. The scope of the Geo-Tech work will be determined by the number of borings which will be based on a site design strategy.

Answer: No. The City prefers that the consultant have separate agreement with a company to conduct soil borings.

Question #2: Does the City have records of previous soil borings performed by TSC (Geotech firm) around 2005?

Answer: No. The City does not have any soil boring records of any soil boring on the property.

Question #3: When will the Downtown Parking Study be complete?

Answer: The Downtown Parking Study is expected to be completed by December 31, 2023.

Question #4: Will additional parking for uses outside the site, be required to be accommodated on the Riverfront Property site?

Answer: The idea of increasing the City parking supply on the subject site has been contemplated in the past. If a development were to proceed on the property it would be an opportunity to expand the net parking supply for the downtown. This would not be the City's top priority, however, would be seen as an important component of the development.

Question #5: Will any other costs besides demolition costs be required as part of the study?

Answer: The City is specifically interested in obtaining updated information on the costs associated with demolition of the building. There maybe other cost estimates the City would be interested in depending on what is learned in the process. In general, the City is

*Addendum Acknowledgement: Bidders shall acknowledge this
Addendum #1 on
the Cover Page*



Downtown Riverfront Property Feasibility Study
ED2023-41
Addendum #1

interested in understanding the costs associated with making this a developable site. Some items that the City may want a better understanding of is the following:

- Relocation/Upgrade of any utilities
- Environmental Clean-up
- Bedrock removal

Question #6: Is the city considering development heights above the current CBD-1 zoning district 50 feet maximum? If so, what would be the proposed new allowable height?

Answer: Based on City Council and community feedback thus far, the City's preference would be for any development to stay under the 50 feet maximum height. A potential developer may propose a height higher than 50 feet however there maybe community resistance.

Question #7: More clarification is needed to understand the extent of analysis for current condition. Since all of the utilities are City owned, the City should have an indication of the age and condition of the utilities.

Answer: The City does have more detailed information regarding the utilities serving the site. That information can be shared once a consultant is selected. The City is interested in having a better understanding of the capacity of each utility. The City anticipates the upgrading or relocation of any utility as a high cost and could make a development infeasible due to extraordinary costs. In order to avoid these costs, what types or size of development projects should the City consider? The development proposals received by the City from the 2021-2022 RFC were large projects. The City debated whether the existing infrastructure could support those proposed developments or if the upgrade/relocation was such an expensive that the project was not financially feasible.

Attachment(s):none

*Addendum Acknowledgement: Bidders shall acknowledge this
Addendum #1 on
the Cover Page*

Downtown Riverfront Property Feasibility Study
ED2023-41

City of St. Charles

11 – 16 – 23





November 16, 2023

Office of Procurement
City of St Charles
St. Charles Municipal Center
2 Main Street
St. Charles, IL 60174

RE: Response to Request for Proposal | Downtown Riverfront Property Feasibility Study (ED2023-41)

Dear St. Charles Representative,

The Solomon Cordwell Buenz (SCB) team is pleased to submit our qualifications and proposal for the City of St. Charles Downtown Riverfront Property Feasibility Study. We are excited to work with the City and the community to prepare a strategic redevelopment plan for the former police station property.

At SCB, we have built long-lasting client relationships across the region and nationally by first understanding our clients' goals and needs, and then assisting them to plan, visualize and realize their specific development goals. We specialize in using our extensive and national expertise to craft plans and strategies that integrate the latest market, and mixed-use development trends into visionary and development savvy plans.

SCB will lead the process and bring extensive and relevant experience in development planning, land use, zoning, urban design, architecture, place-making, public engagement, and project management. In addition, we have carefully assembled a talented and enthusiastic team that is a collaborative partnership between SCB, and V3 for engineering services and Design Workshop for landscape design.

As a team, we understand the challenges of a complicated riverfront site such as the former police station site along the Fox River. Our riverfront plans recognize the importance of open space, bike trails and integrating the historic downtown fabric while knitting together the utility, roadway, and parking infrastructure efficiently to support the desired development and help mitigate flooding.

Implementation is a critical component of all our plans and our work blends together a wide range of factors that begin with understanding the existing context, site conditions, city/community aspirations and development goals to establish a realistic plan that is exciting yet buildable within the existing constraints. Listening is a critical component of our community engagement approach to ensure the desired solutions are consensus driven and supported by the city leadership and the local community.

It is with pleasure that we submit our qualifications and proposal for the Downtown Riverfront Property Feasibility Study. Together, our team of planners, urban designers, architects, engineers, and landscape architects will bring the knowledge and experience to provide a Plan that will be the foundation of an exciting and realistic vision for this site. Please feel free to contact me with any questions or if you need additional information via christine.carlyle@scb.com or 312.896.1108.

Sincerely,

Christine Carlyle, AIA, AICP
Principal | Director of Planning
Solomon Cordwell Buenz

TABLE OF CONTENTS

01	Forms	I COVER PAGE II III PRICE PROPOSAL PAGE III CERTIFICATION OF COMPLIANCE
02	Experience and Capabilities	I REFERENCE FORM II EVIDENCE OF FINANCIAL STABILITY III W-9
03	Statement of Experience	
04	Work Specific Knowledge	I LICENSE II TEAM ORGANIZATION CHART III QUALIFICATIONS
05	Safety Risk	I CERTIFICATE OF INSURANCE II LEGAL INFORMATION
06	Project Approach	
07	Fee Proposal	
08	Appendix	I RESUMES

01

Forms

- I COVER PAGE
- II PRICE PROPOSAL PAGE
- III CERTIFICATION OF COMPLIANCE



Cover Page

Downtown Riverfront Property Feasibility Study
(ED2023-41)

Based on
Addendum # 1

Proposal Prepared By:			
Firm Name	Solomon Cordwell Buenz	Sales: Price, Quality and Service	
DBA	Solomon Cordwell Buenz	Contact Name Christine Carlyle	
Signature		Phone #	Principal
Print Name	Christine Carlyle	E-Mail	christine.carlyle@scb.com
Position	Principal	Customer Service: Purchase Order, Invoicing, Payment	
Phone #	312.896.1108	Contact Name	Christine Carlyle
E-mail Address	christine.carlyle@scb.com	Phone #	312.896.1108
Operations: Scheduling and Managing the Work		E-Mail	christine.carlyle@scb.com
Contact Name	Nicholas Pryor	Mailing Address for Payment via Check:	
Phone #	312.866.1133	625 N. Michigan Ave.	
E-Mail	nicholas.pryor@scb.com	Suite 800 Chicago, IL 60611	

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

- This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.
- We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (*reference section name and identifying reference*):

SCB looks forward to reaching mutually agreeable contract terms based on the Agreement for Professional Services included in the related RFP. SCB has noted that St. Charles wants professionals to accept the terms and conditions in the agreement however SCB would like the opportunity to propose edits to the agreement that would likely be beneficial to all parties and align the agreement with industry standards, available insurance products, and the scope of services.



Price Proposal Page

Downtown Riverfront Property Feasibility Study (ED2023-41)

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the City without an authorized change order and written approval by the Purchasing Division confirmed via purchase order amendment.

**Total Flat Fixed Fee for Downtown
Riverfront Property Feasibility Study**

\$ 118,680

Please include a detailed summary of expenses and a timeline for completing the proposed project.

We accept payment via City of St. Charles credit card, **without additional** fees. Yes No

We will allow a discount of _____% if payment is received within _____ days of invoice.



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 Public Act 101-0221, Section 2-109, and the City of St. Charles Anti-Harassment Policy (adopted by ordinance on December 16, 2019), the bidder complies with and certifies that **Sexual Harassment Prevention Training** is provided at least once a year to all employees who work with City employees and/or on City property. The City may, at any time, request proof of the vendor's compliance, and the vendor will comply with evidence within two business days.
- (D) 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.
- (E) The undersigned certifies that, pursuant to the **Federal Acquisition Regulation** (FAR 48 C.F.R. §52.203-2) the bidder agrees that:
- Prices in the offer have been arrived at independently without consultation, communication, or agreement with any other competitor;
 - Prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other competitor before bid opening or contract award unless otherwise required by law; and
 - No attempt has been made or will be made by the bidder for the purpose of restricting competition.
- (F) 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.
- (G) 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.
- (H) 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.
- (I) 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.
- (J) 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.
- (K) 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.
- (L) The undersigned certifies that, pursuant to the Public Act 102-0265, which amends the Property Tax Code 35 ILCS 200/18-50.2, the bidder, when required, states and certifies that it will provide the City of St. Charles with a **Vendor Information Reporting Form** upon request.

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 any 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 Solomon Cordwell Buenz Signature  Date 11/16/23



Experience and Capabilities

- I REFERENCE FORM
- II EVIDENCE OF FINANCIAL STABILITY
- III W-9



City of St. Charles

REFERENCE FORM

Project: Downtown Riverfront Property Feasibility Study
(ED2023-41)

The following is a list of **FIVE (5)** references that have performed projects similar in size & scope within the last five (5) years.

1. Company Name and Address	Scope of Work:	Downtown Redevelopment Plan
Cobalt Partners	Date(s):	2020 - 2023
400 N Broadway, Milwaukee, WI 53202	Amount:	\$100,000
	Project Manager:	Scott Yauck
	Telephone No:	414-271-5000
	Email:	syauck@cobaltmke.com
Comments:		
Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

2. Company Name and Address	Scope of Work:	Downtown Redevelopment Plan
City of Aurora	Date(s):	2019, 2021
5 S. Broadway, Aurora, IL 60505	Amount:	\$75,000
	Project Manager:	David Dibo
	Telephone No:	(630) 256-3100
	Email:	ddibo@aurora-il.org
Comments:		
Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

3. Company Name and Address	Scope of Work:	Transit Block Redevelopment Plan
Neighborhood Capital Institute	Date(s):	2017, 2021
47 West Polk St, Suite 573, Chicago, IL 60605	Amount:	\$70,000
	Project Manager:	Ruth Wuorenma
	Telephone No:	(312) 986-0617
	Email:	ruth.wuorenma@ncinstitute.org
Comments:		
Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

4. Company Name and Address	Scope of Work:	Transit Block Redevelopment Plan
City of Michigan City	Date(s):	2017, 2021
100 East Michigan Blvd., Michigan City, IN, 49360	Amount:	\$70,000
	Project Manager:	Skyler York
	Telephone No:	(219) 873.1419 x 2024
	Email:	syork@emichigancity.com
Comments:		
Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

5. Company Name and Address	Scope of Work:	River District Master Plan
Tribune Real Estate Holdings	Date(s):	2015 - 2018
303 E. Wacker Drive, Suite 1700, Chicago, IL 60601	Amount:	\$575,000
	Project Manager:	Amy DeVallet
	Telephone No:	(312) 222.2313
	Email:	adevallet@tribunemedia.com
Comments:		
Reference Verified: Yes <input type="checkbox"/> No <input type="checkbox"/>		

Company Name: Solomon Cordwell Buenz

Failure to complete and return this form may be considered sufficient reason for rejection of the submittal.

Financial Stability

Founded in 1931, Solomon Cordwell Buenz (SCB) is a privately owned S-Corporation and does not have audited financials. SCB has been in business for 92 years and is financially stable with ample assets and no third party debt.

SCB maintains offices in Chicago, San Francisco, Boston, and Seattle, and has a staff of over 250 design professionals, including architects, urban planners, and interior designers. We suggest you contact our banking and accounting references who can give an independent opinion of SCB's financial stability. Contact information is below.

ACCOUNTANT

Brandon Vahl
Ostrow Reisen Berk & Abrams
NBC Tower, Suite 2600
455 N. Cityfront Plaza Drive
Chicago, Illinois 60611
312.670.6212
bvahl@orba.com

BANKER

Karol Stankiewicz
CIBC
120 S. Lasalle St.
Chicago, Illinois 60603
312.564.6863
karol.stankiewicz@cibc.com



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Solomon, Cordwell, Buenz & Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
625 N. Michigan Ave., Suite 800

6 City, state, and ZIP code
Chicago, IL 60611

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

3	6	-	2	6	4	3	0	5	8
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Jim Crotty* Date ▶ 10/12/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

03

**Statement of
Experience**

Statement of Experience

How many years has your firm been in business under this name? Any other name? Other ownership? Provide details.

92 years; former names: Solomon, Cordwell, Buenz Associates, Solomon Cordwell Buenz & Associates, Inc., SCB of Oregon, P.E. Architects, Solomon, Cordwell, Buenz & Associates, Inc. of Illinois, Solomon, Cordwell, Buenz & Associates, Inc. of Michigan, Solomon, Cordwell, Buenz & Associates, Inc. of Florida, L.R. Solomon, J.D. Cordwell & Associates, Inc., L.R. Solomon & Associates, Solomon Cordwell Buenz, SCB Nevada, Mark Frisch Architect, McHB Design, LLC, Solomon, Cordwell, Buenz, & Associates, Inc. of Michigan, SCB International, LLC

What is the value of the firm's work: Completed in the past 12 months? Now under contract?

Completed in the past 12 months: \$95.1 million and under contract: \$295.8 million.

What is the number of clients in your firm: Serviced in the past 12 months? Now under contract?

Number of clients serviced in the past 12 months: over 150 and under contract: over 70.

How many years has the individual who will oversee our project worked in a leadership role on projects similar in scope and size? Provide: Resume and personal references from past related projects (even if associated with a different firm).

CHRISTINE CARLYLE | PRINCIPAL-IN-CHARGE

Christine founded and leads the SCB planning group. With over 30 years of city planning, urban design, and architectural design (in both the public and private sectors), she brings a collaborative leadership and creative design approach to a wide range of innovative local, national, and international projects. Throughout her career she has focused on the transformation of urban environments and led urban design, land use planning, downtown revitalization, and mixed-use corridor projects in cities both large and small. Her notable projects include the Kenosha Downtown Redevelopment Plan, Aurora Downtown Redevelopment Plan, Moving Moline Forward Comprehensive Plan Update, CTA Red Line Extension Plan and Red Purple Line Modernization TOD Plan, River District Master Plan, and numerous projects with CMAP.

For more information on Christine's qualifications, please refer to attached resume in Section 7: Appendix.

CHRISTINE CARLYLE | PRINCIPAL-IN-CHARGE

Christine will serve as Principal-in-Charge and will oversee all aspects of the planning process for the Downtown Riverfront Property Feasibility Study for St. Charles. She will provide direction from project initiation through completion to ensure the integrity of the process and high-quality outcomes. She will coordinate directly with the Project Manager to ensure a strategic and coordinated response for all aspects of the project.

NICHOLAS PRYOR | PROJECT MANAGER

As Project Manager, Nicholas Pryor will be responsible for managing the planning and design process for the Downtown Riverfront Property Feasibility Study for St. Charles. He will serve as the day-to-day contact and will consistently monitor the program assuring project goals, schedule, and budget are adhered to throughout the duration of the project.

ELBERT WITHFIELD III | PROJECT PLANNER

As Project Planner, Elbert will help to organize the planning team, and ensure that all work products are of a high professional quality.

For more information on each team member's qualifications, please refer to attached resumes in Section 7: Appendix.

How do you measure and gauge performance capabilities?

SCB's project performance analytics measure the following:

- Client Service
- Fiscally Responsible Design
- Schedule Adherence
- Quality of Information
- Design Excellence
- Design Consistency

Key to SCB's overall growth and success as a firm is the ability to consistently meet the goals and targets we have identified to assess project performance. These objectives define the quality management process then identify strengths and weaknesses, highlight opportunities for improvement, and establish benchmarks to monitor progress. Adherence to the program systems ensures that the work we do meets the expectations and goals set. Fundamental systems include well-defined standards that clearly identify requirements for results as well as process. The standards extend to establish procedures and methodology to develop quality specifications and documents. Responsibilities are defined for the team that ensure conformance with the quality control policies and procedures and so that decisions are made based on the standards for quality.

SCB's performance analytics ensure:

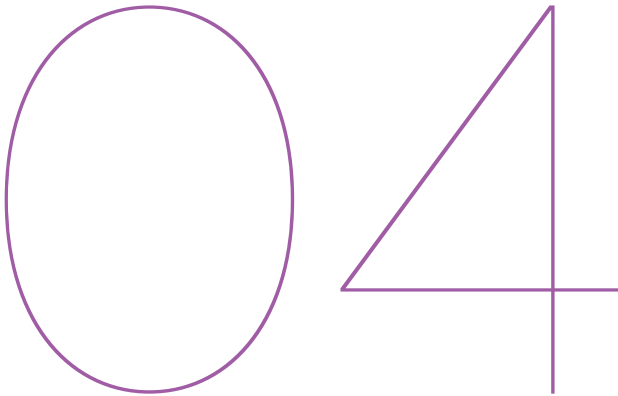
- Delivery of timely client service in order to maintain momentum in project delivery
- Successful management of internal team and project consultant performance
- Regular and ongoing communication with key project stakeholders
- Adherence to the established schedule and budget targets throughout project's entirety
- Project implementation applying the firm's best practices and processes
- Project delivery within the constraints of scope, time, and cost to agreed levels of quality within the firm's project management framework and through rigorous oversight

Our experience has taught us to face the reality of project costs head-on at the beginning of each assignment. We strive to reconcile the budget and identify any cost issues throughout the process so that our clients can make decisions with confidence. Identifying creative methods to achieve the client's objectives at a cost that can be justified is a challenging assignment. SCB excels at finding ways to meet objectives in this regard. This is proven by our extensive record of completed projects and repeat business with our clients.

Documentation standards have been developed to maintain consistency and to ensure the quality of information provided to project consultants. Dedicated project team coordinators are assigned to be the point of contact for issuing and receiving electronic data from our consultant team. In-house checklists of information required for each drawing issue are published and referred to by our project designers as they assemble and coordinate the drawings, memos and reports. Regular interdisciplinary coordination sessions to work out the interface of systems and operational requirements are scheduled and facilitated by our team.

SCB's in-house Quality Assurance group is instrumental in keeping the firm current with pending revisions in building codes, industry trends, and innovations in information technology and data management. Foremost to the success of our quality assurance program, is our commitment to qualify and continually train our associates to develop our firm's technical expertise. The quality assurance program is periodically evaluated based on verification of performance at project fruition. Project teams conduct debriefs and evaluations of project performance, keeping our procedures and standards poignant and current. Programs are important but a true commitment to quality is required to be successful. We strive to continually improve our process and apply the benefits of lessons learned from every project.





Work Specific Knowledge

- I LICENSE
- II TEAM ORGANIZATION CHART
- III QUALIFICATIONS

License

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
184.000359-0001
001.018792

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
04/30/2025

DESIGN FIRM - ARCHITECT



SOLOMON CORDWELL BUENZ & ASSOCS INC
625 N MICHIGAN AVE 800
CHICAGO, IL 60611



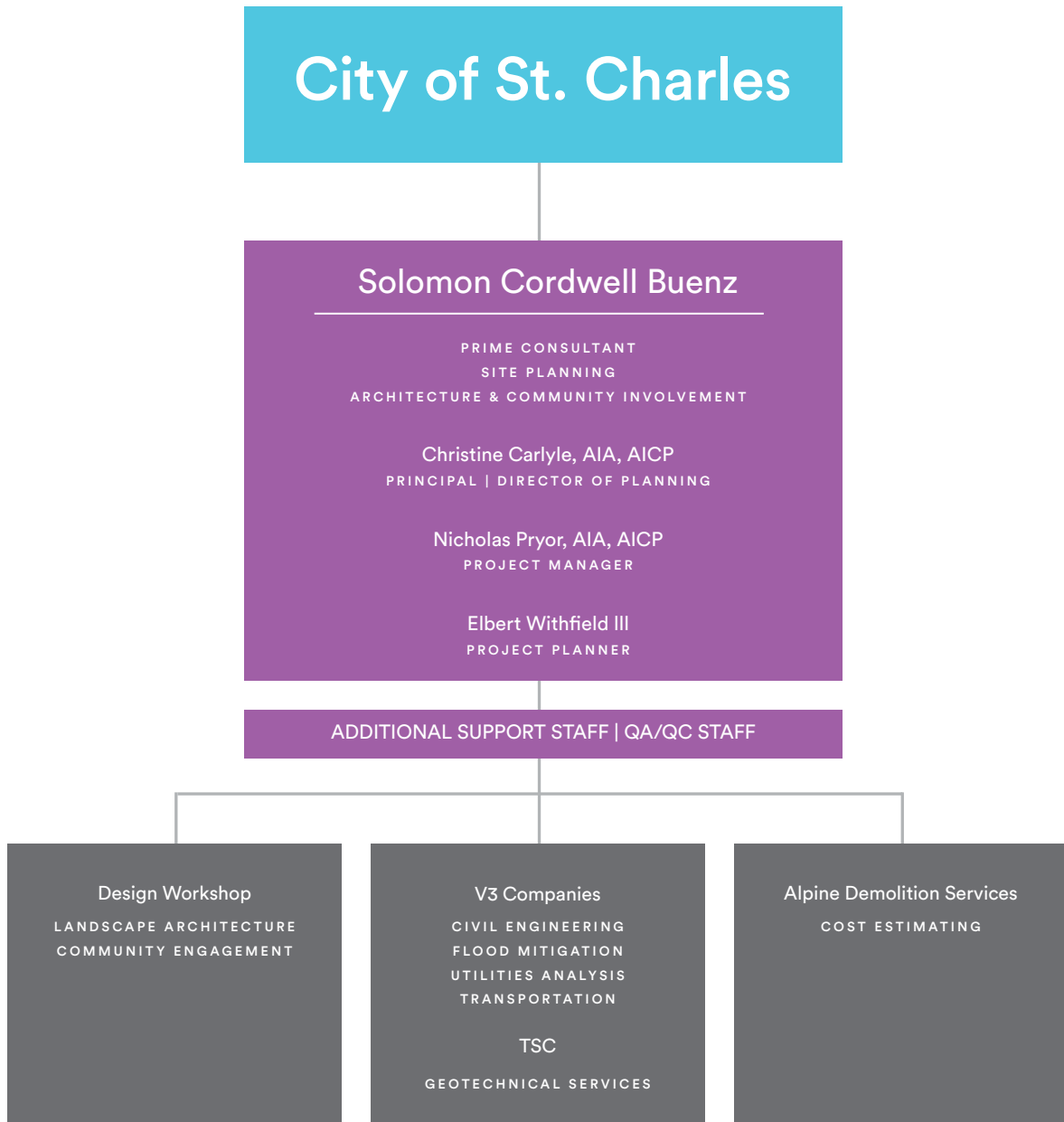
MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

The official status of this license can be verified at IDFPR.illinois.gov

17577595

Team Organization Chart



Qualifications

Firm Overview

Solomon Cordwell Buenz

Solomon Cordwell Buenz (SCB) is an architecture, interior design, and planning firm with a thoughtful design vision and a dynamic national imprint. Since 1931, SCB has made a lasting visual impact on skylines, campuses, and neighborhoods nationwide. From offices in Chicago, San Francisco, Boston, and Seattle, we offer our expertise to clients across the country, helping them achieve their goals, serve their constituents, and create unique built environments. Our approach is to ask questions, listen, and apply our industry leading standards to determine the best design solution for each individual project.

PLANNING GROUP

SCB's planning practice focuses on livability, resiliency, and sustainable planning at all scales for both public and private sector clients. With an emphasis on creating quality urban environments, we serve municipalities, transit agencies, academic institutions, and development partners. Our professional expertise and diverse range of services encompass comprehensive planning, urban design, district and sub-area planning, transit-oriented development and station area planning, regulatory analysis and development guidelines, land-use and redevelopment planning, placemaking strategies, and campus master planning.

OUR PROCESS

Today more than ever, planning and urban design requires the integration of many complex factors, including market demands, environmental challenges, and community input and infrastructure realities. Our interdisciplinary approach to each project seeks to integrate these factors into a sustainable plan for the future that communicates the character of the place and acknowledges economic realities.

Creating plans that are forward-thinking requires being a trusted advisor for our clients to address critical issues, outline strategic solutions and establish a systematic roadmap towards implementation. Our collaborative process and enthusiasm for problem solving helps us to go that extra mile to create an optimal solution, and an inspiring plan.

Each team member at SCB brings their passion, dedication and knowledge to address our planning projects with rigor and innovation. With a skilled inter-disciplinary staff of planners, urban designers and architects, SCB provides a unique approach towards our planning work. Our expertise ranges from urban redevelopment and transit oriented development plans, to new towns, campus planning, housing, retail, ecological planning and civic design. Our wide-range of experience facilitates the development of plans that result in livable communities and creative places for living, working, learning and playing.





SERVICES

PLANNING

- Strategic Planning
- Comprehensive Land Use Planning
- Zoning and Regulatory Analysis
- Transportation Planning
- Traditional Neighborhood Development Planning
- Academic and Institutional Master Planning
- Downtown Revitalization Plans
- Historic Preservation and Landmark Districts
- Transit-Oriented Development
- Station Area Planning
- Sustainability Planning
- Streetscape Design Guidelines
- Corridor Design Guidelines

ARCHITECTURE & INTERIOR DESIGN

- Pre-Lease Analysis (including test-fit planning and building evaluation)
- Feasibility Studies
- Building Analysis
- Space Planning
- Programming
- Workplace Strategy
- Schematic Design
- Design Development
- Construction Documents
- Bidding & Bid Evaluation
- Furniture, Fixtures & Equipment Selection & Specification
- Construction Administration
- Project Administration

VISUALIZATION

- Rendering
- Walk-throughs
- Animations
- Photosimulation
- Physical Modeling

SUSTAINABILITY SUPPORT

- LEED Services
- WELL Services
- Conceptual Energy Modeling
- Daylighting Studies
- Climate Analysis and Solar Radiation Studies

BUILDING TECHNOLOGY QA/QC REVIEWS

- Specifications
 - Quality Assurance/Quality Control
 - Post-occupancy Evaluation
 - Accessibility Studies
-



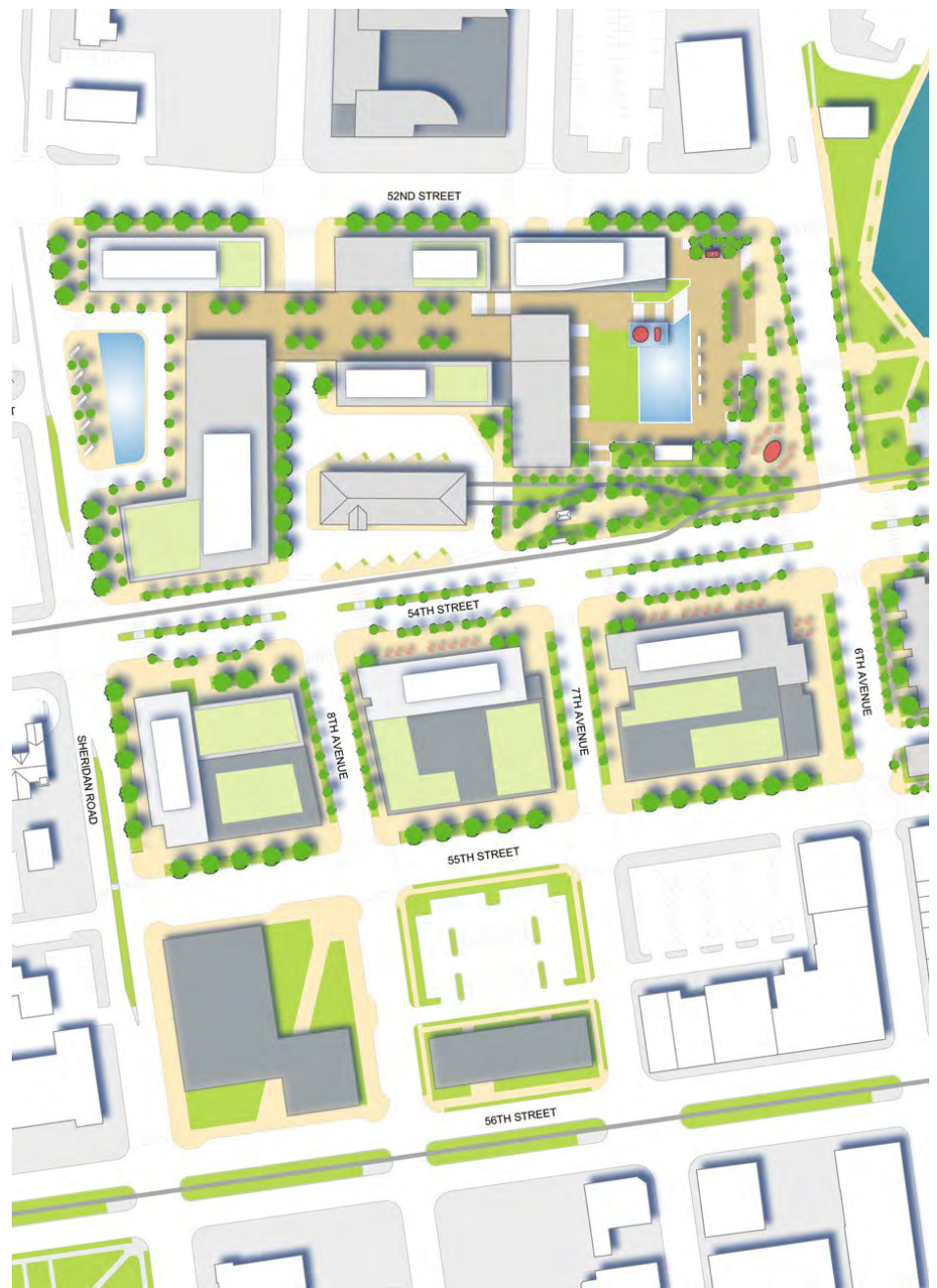
Kenosha Downtown Redevelopment

LOCATION

Kenosha, WI

SIZE

35 Acres



SCB was selected by the development team of Cobalt Partners and CD Smith to prepare a master plan for nine city blocks in downtown Kenosha, Wisconsin, in conjunction with the City administration.

Currently most of this former automotive manufacturing plant property is vacant land and creating a hole in the urban fabric. After decades of disinvestment, Kenosha's economy is now remarkably improving and attracting more businesses that are significantly increasing the local employment base and strengthening the demand for new housing in the urban center.

SCB's plan will be a catalyst to dramatically revitalize the downtown core with high-density mixed-use development. The site program includes over 1,200 residential units,

300,000 GSF of office, a 150 key hotel, a market / food hall, 50,000 GSF of retail, new city hall, a 2-acre park and required parking for the various land uses. In addition, the plan leverages the area's significant transportation infrastructure, including a historic streetcar trolley, a regional bus station, and a Metra train station, and will strengthen pedestrian and bike mobility.

Strategically located adjacent to many unique character districts, including the Harbortown /Marina District, Civic Center Historic District, and 6th street, this new district presents a transformative opportunity to reconnect and infill the urban fabric commercial corridor. This downtown redevelopment plan will help to reposition Kenosha and revitalize its urban center.



Aurora Downtown

Redevelopment Plan

LOCATION

Aurora, IL

SIZE

26 acres



SCB worked with the City of Aurora to create a redevelopment strategy for three significant Fox River waterfront sites within their historic downtown. The City desired to leverage new construction based on the recent extensive renovation and repositioning of many high-profile historic buildings in downtown. Redevelopment of these three desirable sites totaling in over 26 acres of prime downtown real estate, provided a strategic opportunity to set a future vision for downtown density, character and quality of design. Each site had unique attributes, the 8.3-acre site located on the north side of the Fox River, was adjacent to Wilder Park with access to the new pedestrian bridge. Another 5.2-acre site is located adjacent to the Transportation Center rail station, Round House Brewery and entertainment complex, the River Edge Park and concert venue and the new pedestrian bridge. Each site development

concept enhances and builds off these exciting synergies to create a strong sense of place. The third site is 1.88 acres located just southwest of the Aurora Public Library and incorporates a plaza with inviting streetscape into the urban edge. Market research informed the development program, density, and development phasing. Each mixed-use concept incorporated residential units, many amenities, parking, and outdoor recreation decks. The waterfront design approach integrated the Fox River Riverwalk, with access to numerous parks, transportation, bike trail and walkable downtown with several local attractions. Aurora offers a diverse demographic, large number of local businesses, a thriving theater district and a variety of downtown events that are actively increasing the vitality and desirability of downtown.



Redevelopment Plan

Village of Hillside

LOCATION

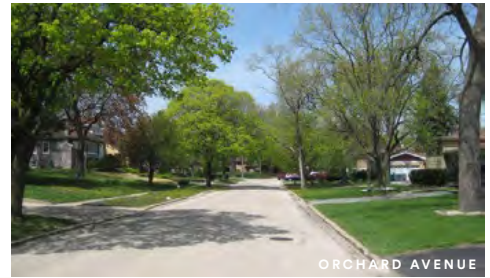
Hillside, IL

SIZE

70 acres



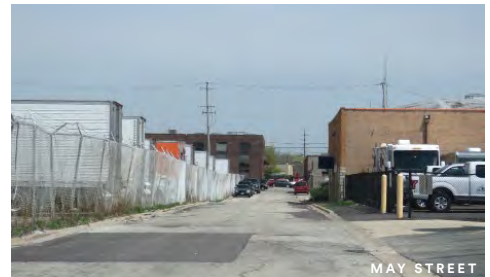
OAK RIDGE AVENUE



ORCHARD AVENUE



CENTER STREET



MAY STREET

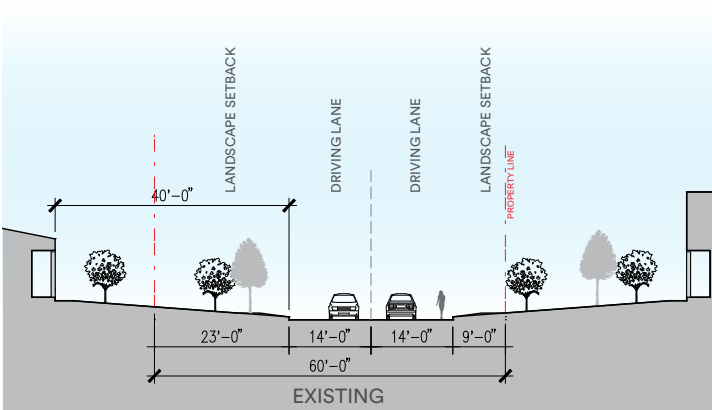
Facing frequent flooding events and lack of economic activity within a high-visibility site, the Village of Hillside contracted SCB to create a strategic redevelopment and green infrastructure plan for the areas adjacent to the intersection of Roosevelt Road and Mannheim Road. The site is currently occupied by a mix of older residential homes, former industrial businesses, and vacant property. Isolated from other residential neighborhoods in the vicinity, this area lacks adequate public amenities as well as connectivity to encourage new investment and growth. In addition, the frequency of flooding in the neighborhood continues to increase, creating financial strain on local businesses and residents.

In response to these issues, SCB has envisioned a comprehensive redevelopment plan that centers around an extensive stormwater management park. The new stormwater collection areas will both greatly reduce the flooding risk and provide recreational space for both existing and new residents. Supported by market analysis findings, SCB also proposed a transformation of the industrial areas into a new residential townhome development that would include housing for active seniors, an independent living facility, and a nursing care facility. Expanded retail and a hotel development is also proposed for high-visibility, arterial-fronting zones.

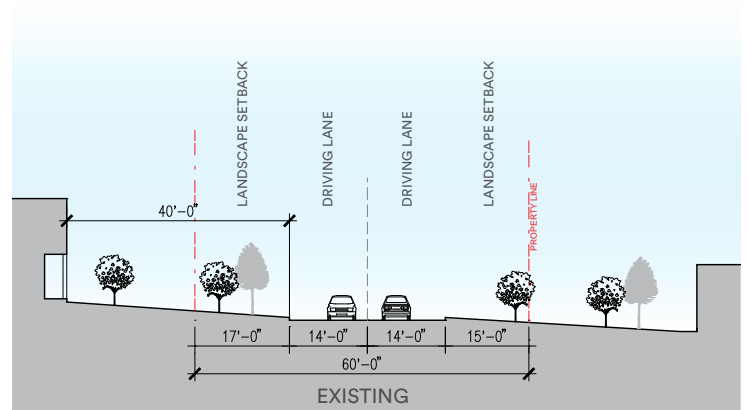


ROADWAY IMPROVEMENT STRATEGIES

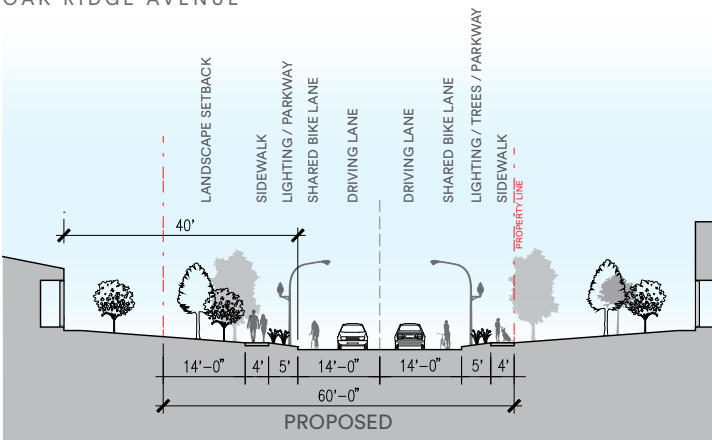
OAK RIDGE AVENUE



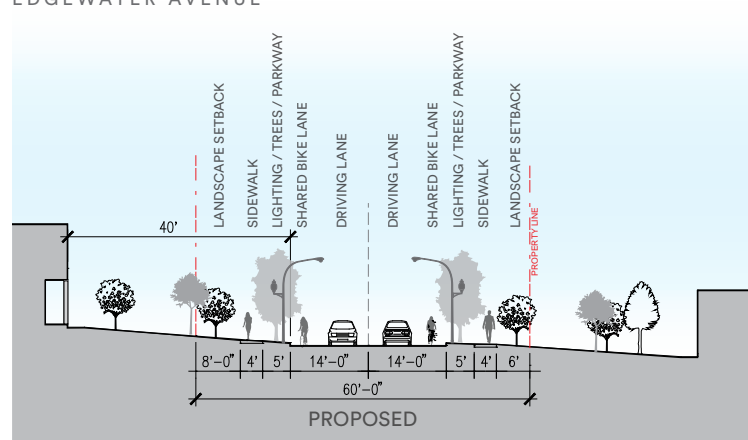
EDGEWATER AVENUE



OAK RIDGE AVENUE



EDGEWATER AVENUE



1st Street Redevelopment

LOCATION

Duluth, MN

SIZE

3.65 Acres



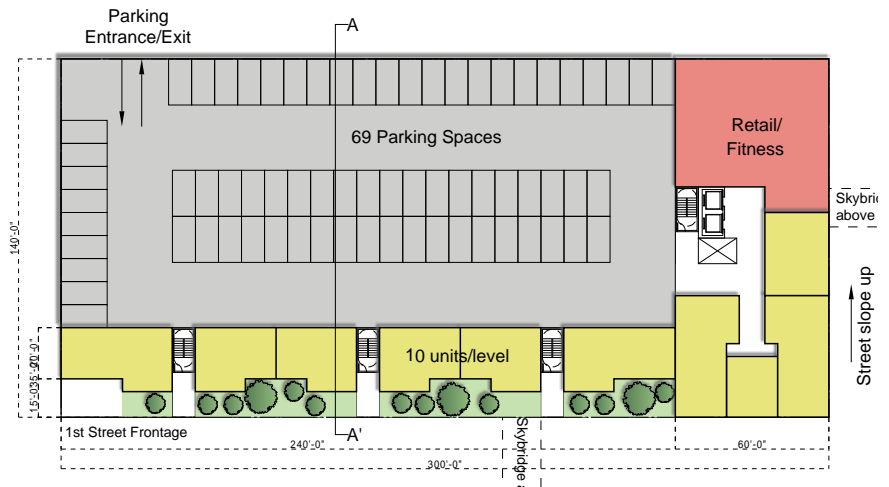
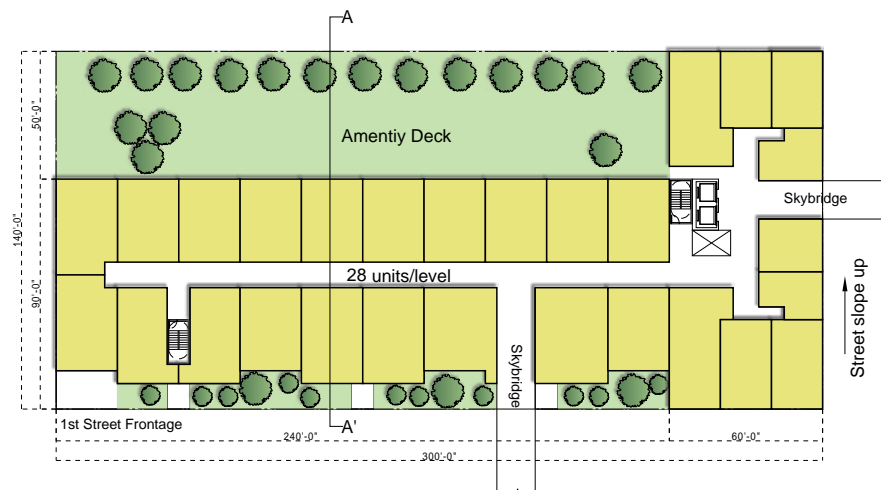
SCB was selected by Finnigan Development to visualize the redevelopment of a portion of downtown Duluth, MN. The work focused on four separate underutilized sites spanning a three-block, hillside area near the Lake Superior waterfront. The sites on neighboring blocks were vacant, occupied by surface parking, or home to abandoned buildings.

With increasing population and healthcare a growing sector of the Duluth economy, the ongoing expansion of the Essentia Health - St. Mary Medical Center campus just north of the redevelopment study area was poised to bring vitality in the form of additional jobs and increased demand for housing and amenities to the downtown core.

To restore the street wall, activate this stretch of the 1st Street corridor, and complement the nearby Old Central High School residential adaptive re-use, SCB proposed a series of phased mixed-use, residential, mid-rise buildings. In each building neighborhood-scale retail was concentrated at intersections, while residential entries lined the remainder of the frontage. Along the extensive residential frontages of the two larger buildings to the south, a generous planting zone softens the transition to the public realm and enhances the pedestrian experience.

The area's sloping topography presented an opportunity to conceal residential parking below grade at the rear of each site. There are also a few public parking structures nearby that could be linked to the proposed buildings via skybridges, easing access for residents, especially during the harsh Duluth winters. The residential units along the 1st Street frontage also function as liners to screen parking floors from the public realm. Above the parking, a deeper residential footprint is achieved and modest amenity decks are provided for residents. On the upper floors residential units have unobstructed views of Lake Superior to the east.

In all, SCB's proposal for higher density, mixed-use residential development on these downtown blocks included upwards of 700 new units and roughly 14,000 square feet of retail, helping transform the area into a revitalized, urban waterfront neighborhood.



Moving Moline Forward

City of Moline

LOCATION

Moline, IL

SIZE

750 Acres

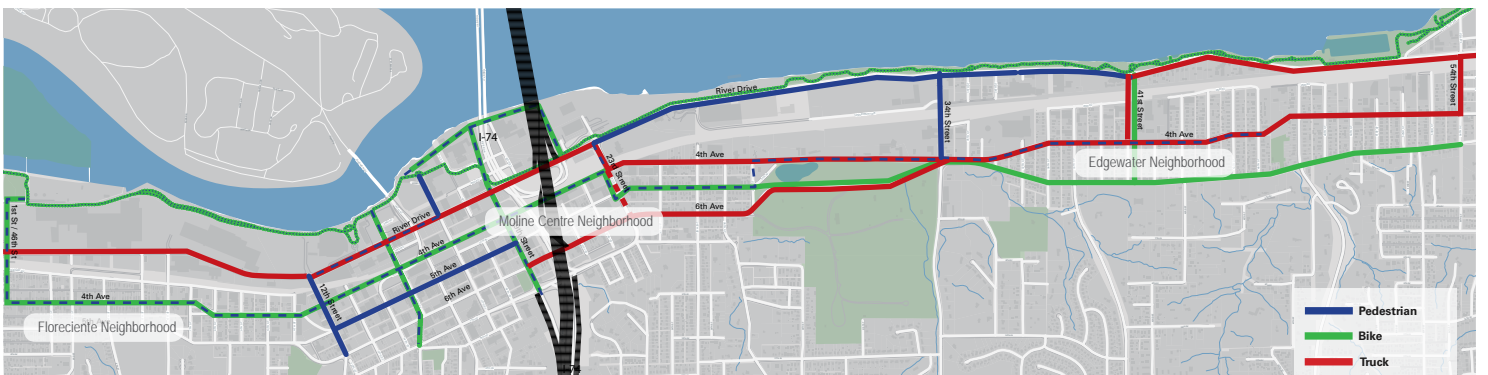
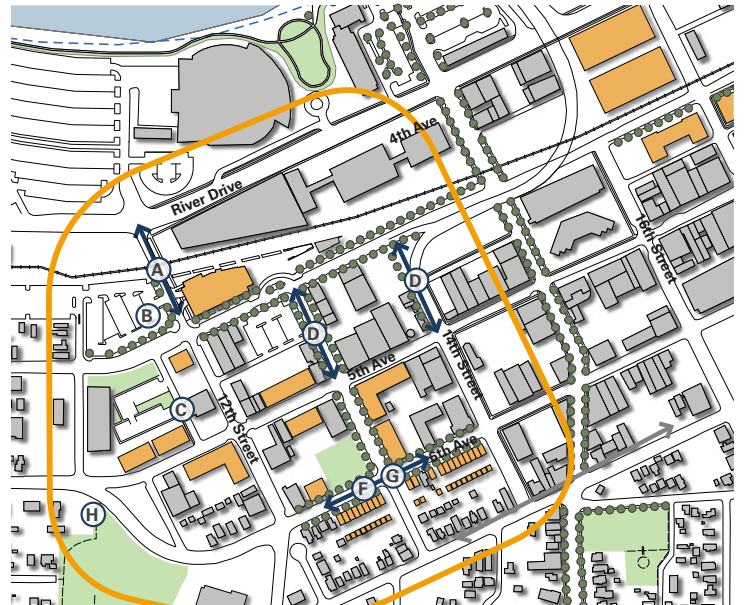
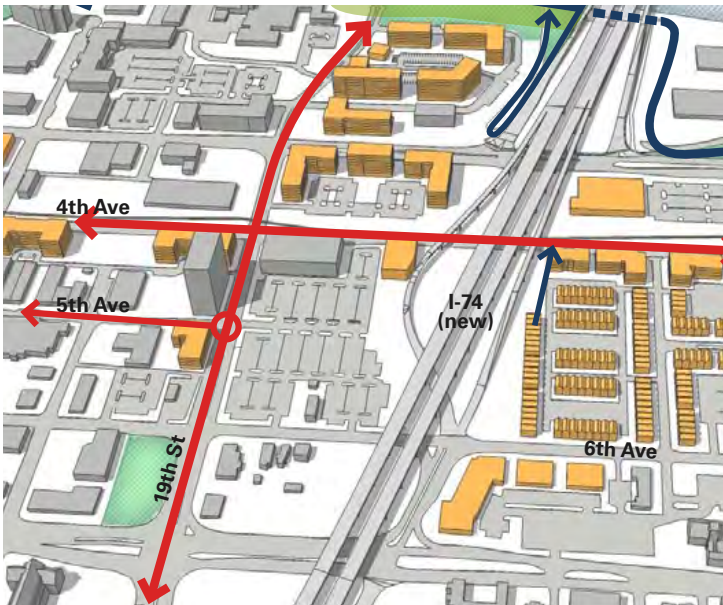


SCB worked with the City of Moline, Illinois to update the City's Comprehensive Plan with a focus on developing an integrated multi-modal transportation system that connects the downtown and riverfront neighborhoods. The plan was used as a valuable resource to guide development and infrastructure decisions and bring to life a compelling community vision—the product of a robust and inclusive community engagement process.

Home to John Deere and situated on the Mississippi River, Moline has orchestrated a twenty-year success story of systematically redeveloping their downtown and riverfront. The SCB team is synthesizing many unique factors within the community, including planning for multi-modal transportation systems, land use, urban design, economic

development, infrastructure, open space, sustainability, and quality of life issues.

With several major transportation-related infrastructure improvements on the horizon, including a new Interstate 74 bridge over the Mississippi River and the introduction of a new passenger rail station via the new high speed rail initiative, transportation and its associated development is a key factor in current and future planning. The new Downtown Plan addresses parking and circulation, urban design and land use recommendations, potential enhancements to the local road network, integration of the new I-74 bridge with the Moline Centre roadway and transportation system, and the connection of primary activity centers along the riverfront.



Urban Design and Visualization Services

CMAP

LOCATION

Various



VIEW OF PROPOSED FAIRMONT TOWN CENTER



VIEW OF GROVE STREET

SCB planning was contracted by the Chicago Metropolitan Agency for Planning (CMAP) to provide urban design concepts and high quality visualizations to support their Local Technical Assistance (LTA) projects. The LTA program was initiated by CMAP in March of 2011 with support from a US Department of Housing and Urban Development (HUD) grant to provide assistance to communities in implementing the GO TO 2040 Regional Plan. SCB's urban design and visualization efforts have included the following communities and projects:

Fairmont Town Center, Fairmont, IL – Redevelopment concept for a neighborhood town center to balance unique rural character with community development goals and pedestrian improvements.

Blue Island Western Ave Corridor, Blue Island, IL – Retail corridor revitalization including streetscape, pedestrian safety elements, parking, and façade improvements.

Norridge Town Center, Norridge, IL – Concept plan options for an under-utilized industrial site and vacant retail properties to be redeveloped into a new town center.

Joliet Prison Redevelopment Vision, Joliet, IL – Imagery to illustrate the project vision and gather support for the redevelopment of the former Joliet Prison site.

Downtown Riverwalk Concept, Wilmington, IL – Concept for improving connectivity and attractiveness of Wilmington's historic downtown retail corridor by converting a former parking area into a civic plaza, and improving the river's edge with a pedestrian path, cafes, seating areas, and landscaped zones.

Lakemoor Town Center, Lakemoor, IL – Urban design concept for corridor improvements to establish a town center, increase retail opportunities and provide greater access to a recreational lakefront.

**Irving Park Road Corridor
Redevelopment Vision, Hanover Park,
IL** – Visualization of four revitalized
sub-districts along the Irving Park Road
corridor focusing on better access,
streetscape, retail improvements, and
site redevelopment.

**Washington Street Retail and Trail
Improvements, Waukegan, IL** – Urban
design concepts for the revitalization of
a downtown Latino retail corridor and

bike trail entrance, including ideas for
improved signage, façade renovations,
and streetscape.

**Metra Station Corridor Vision,
Elmwood Park, IL** – Redevelopment
concepts for the district surrounding
an existing Metra station to help
improve access; increase walkability;
and encourage higher density, transit-
oriented development.



ILLUSTRATIVE PLAN OF JOLIET PRISON REDEVELOPMENT SITE



VIEW OF PROPOSED LAKEMOOR TOWN CENTER



VIEW OF HANOVER PARK GATEWAY ENHANCEMENTS





Design Workshop is dedicated to creating Legacy projects for our clients, society and the well-being of our planet.

Design Workshop is an international design studio, integrating landscape architecture, urban design, planning and strategic services. Whether designing a restorative private garden, developing the vision for a contemporary park or reimagining an underperforming downtown center, we go beyond the project itself to create places of timeless beauty and meaningful connections.

We are a community of designers, planners and strategists, who love what we do. We design for people—not just today but for future generations.

Our performance-based approach yields measurable results and projects that stand the test of time. In other words, we don't just hope for sustainable projects; we rely on our process to deliver them. We call this process DW Legacy Design®.

For over 50 years, “workshop” remains a hallmark of our firm, supporting collaboration and experimentation where clients and designers solve problems together.

Our Legacy

DW Legacy Design® represents our commitment to design projects that outlast us and contribute to a healthier world. Our methodology ensures every project has a balance between environmental sensitivity, community connection, artistry and economic viability. With this approach, our projects reflect the critical issues facing the built environment and deliver measurable benefits. It is the foundation of the firm's workshop culture and the defining process of our practice.

Environment

We are stewards of the environment and champions for a sustainable future.

Community

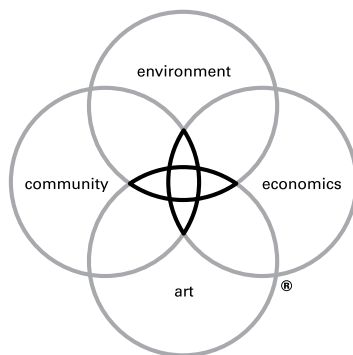
An inclusive engagement process is critical to (re) building the social fabric of the community.

Economics

Projects must be financially sustainable to last generations. We need to consider market reality and return on investment.

Art

Art is an integral part of the human experience; it challenges assumptions and provokes thought while revealing beauty and meaning.



DW Legacy Design®

535+
DESIGN +
PLANNING AWARDS

DW Foundation

We are dedicated to giving back to our communities. We have established the DW Foundation, which offers time and materials to select community projects.

14

Precedent
DW Projects
published by the
Landscape
Architecture
Foundation

Projects in

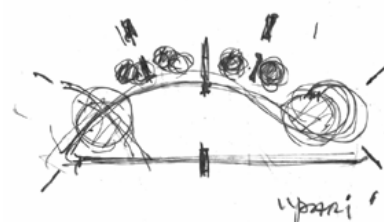
30+
countries.

8

DESIGN STUDIOS

THE WORKSHOP

WE SKETCH.
WE MAKE MODELS.
WE BUILD
PROTOTYPES.





Nashville RiverNorth

Nashville, Tennessee

Located across the river from downtown is a 100-acre site that could become Nashville's next iconic waterfront development. Known as RiverNorth, this new mixed-use district will re-energize the existing industrial lands into a sustainable destination for the people of the storied city.

Becoming a destination is one thing but getting people to it is another. Despite RiverNorth's close proximity (1.5 miles) to downtown Nashville and the gentrifying neighborhoods of Germantown and East Nashville, this site is an island, separated on Interstate 230 on the north and east, the Cumberland River on the west and a major elevated arterial, Jefferson, on the south. These roads and waterway has effectively isolated RiverNorth from the city fabric that surrounds it.

Design Workshop was retained to provide open space and infrastructure planning and design leadership for the development site along side the local team, Civil Site Design Group (CSDG). The collaborative team developed a master plan that provided curated experiences in the outdoors to entice people to come, stay longer, and visit more often. The plan offers multiple ways and routes for people to get to River North making it convenient for them to visit. The plan creates an identity that is authentic and differentiates River North from any other place in the Downtown. The overall park program provides outdoor activities for all age groups, young and old, and appeals to a broad cross-section of the city's demographics.

Client

Monroe Investment Partners & Metro Public Works

Services Provided

Open Space and Infrastructure Planning/Design



Market District, East Village

Des Moines, Iowa

For decades, the Market District has been the City of Des Moines' industrial hub; composed of scrap-metal yards, truck garages, freight rail -lines and city storage facilities. As a result, this area is blighted, a 30-acre hole in the city's urban fabric of disconnected streets, impervious asphalt parking lots, vacant buildings, and no residential life or outdoor public spaces.

An opportunity for a new riverfront park that would activate the river's edge and connect to the proposed water trail system provided the opening the community needed in order to stitch the urban fabric of this area back together. Thanks to strong city leadership and a visionary developer, the Market District is becoming an example of a public/ private partnership that actively promotes the wellbeing of the community

and the environment of downtown. The Master Plan lays out an urban framework that promotes tall buildings, green streets and a signature urban space that has been designed for people - not cars - which will connect a new riverfront park on one end with a wetland park on the other.

By retooling the often-one-dimensional approach to infrastructure combining programming and stormwater functionality to make each space, and the initial investment to construct that space work harder, dollar for dollar, the project will have greater return on investment.

The Market District will be a distinct, vibrant redevelopment that is rooted in its historical, social, and environmental context. By creating a place for the citizens to live, work, shop and plan, the redevelopment will change the perception of the area and become the Big Move for Des Moines to invent and implement its future.

Client

JSC Properties

Services Provided

Urban Design, Landscape Architecture

ABOUT V3



VISIO, VERTERE, VIRTUTE ... THE VISION TO TRANSFORM WITH EXCELLENCE



Launched in 1983, V3 Companies strongly adheres to our original vision to provide our clients with technical excellence and high-caliber project performance. Our name is indicative of that mindset, representing three Latin “V” words – “Visio,” “Vertere,” “Virtute” or “The Vision to Transform with Excellence.”

Our focus on client service is designed to facilitate communication, encourage long-term relationships and allow us to better deliver the projects you expect. The key is for us to provide seamless, coordinated execution on our end, marshalling and deploying the right talent through a single point of contact so you can always get the information you need, when you need it.

Being employee owned, we view our obligation to excel on your project from a very personal viewpoint. This ownership structure provides all of our team members with the opportunity to serve you — and your transportation and infrastructure, site development and environment, water and natural resource project needs — with the care and concern of an owner.

QUICK FACTS

- *Founded in 1983*
- *340 Employees*
- *Corporation*

OWNERSHIP

- *V3 is employee owned, providing our team members with the opportunity to serve you from an owner’s perspective.*

FIRM CAPABILITIES

- *Construction Engineering*
- *Highways & Traffic*
- *Railroads*
- *Structural*
- *Water Resources*
- *Wetlands & Ecology*
- *Landscape Architecture*
- *Sustainable Design & Consulting*
- *Geosciences*
- *Environmental*
- *Site Civil*
- *Municipal Consulting*
- *Planning*
- *Surveying*
- *Contracting & Construction Management*

REGIONS SERVED

- *Charlotte*
- *Chicago*
- *Columbus*
- *Edmonton*
- *Indianapolis*



LINCOLN YARDS DEVELOPMENT

CHICAGO, ILLINOIS



CLIENT

Sterling Bay

SERVICES

- V3 is the lead environmental and infrastructure design firm for the Lincoln Yards redevelopment, a transformative mixed-use project on more than 53-acres of former industrial properties between Lincoln Park and Bucktown, a site that is bisected by the North Branch of the Chicago River on the near north side of Chicago.
- The team included Skidmore, Owings & Merrill and James Corner Field Operations to create an overall master plan for the development. The plan calls for relocation of several city streets, creation of new “complete streets” to improve vehicular, pedestrian, and bicycle traffic flow in the region, addition of three new bridges, addition of Chicago Riverwalk along both sides of the river, more than 21 acres of new parkland, and open spaces as well as an overall green infrastructure approach to support this mixed-use development.
- V3 implemented a site preparation approach to environmental remediation, stormwater management, and foundation recycling/earthwork management across the property. This approach accelerated the schedule by allowing work to be accomplished concurrent with the overall entitlement process and also created substantial savings by combining remediation and development activities which eliminated double handling of demolition and earthwork materials. Our environmental team led planning, IEPA permitting strategies, and construction oversight and documentation.
- V3 led the design and permitting for a new and modified City of Chicago roadway network including complete street geometry and streetscape, intersection geometry and traffic signals, drainage, utilities, and lighting.
- Major utility challenges included the design and permitting for the relocation of a 54-inch Metropolitan Water Reclamation District of Greater Chicago (MWRD) interceptor sewer to align with the new roadway network as well as serve future buildings and a 24-inch watermain extension under the North Branch of the Chicago River which will complete a regional water network loop. The coordination of a drop shaft to make a new connection to the deep tunnel system by MWRD.
- V3 led the design team for the creation of Chicago Riverwalk throughout the development as well as design and permitting of the associated river wall rehabilitation and replacement. Our ecological scientists and hydrologists analyzed various storm events to establish flood elevations and inundation periods to inform our ecological edge treatments, wall terraces, riverwalk elevations, and other features adjacent to the river.
- V3 Structural Engineers prepared the preliminary design for the future Dominick Street Bridge, oversaw the preliminary design for new bridges at Concord Place and Armitage Avenue and provided detailed design for site related retaining walls at the terminus of Concord Place.
- Surveying of the property included topographic surveys, coordination of right-of-way abandonment and new dedications, relocation of historic easements across the property, and establishment of construction control for development work on the site.
- All services were coordinated with the client and the City of Chicago to conform to the overall redevelopment agreement requirements for participation and tracking of funds in accordance with the various tax increment financing elements of the project.
- This project received an ACEC – Illinois 2021 Engineering Excellence Special Achievement Award for the environmental remediation of the various steel yards and recycling properties.

- *Site Preparation Package*
- *Hydrologic & Hydraulic Analysis*
- *Environmental Investigation, Strategy, Remediation Design, Permitting, & Construction Oversight*
- *Infrastructure Master Planning*
- *Surveying & Mapping*
- *Grading Design & Earthwork Analysis*
- *Traffic Signal & Lighting Design*
- *Permitting Strategy Assistance*
- *LEED Certification Assistance*
- *River Ecology/Shoreline Design*
- *Natural Area Planting Design*
- *Roadway Design*
- *Watermain & Sewer Design*
- *Stormwater Management Design*
- *Green Infrastructure & Sustainable Stormwater Management Design*
- *Type, Size, & Location Bridge Study*
- *Structural Bridge Design*
- *"Dry" Utility Design & Coordination*



MORTON SALT/THE SALT DISTRICT SITE PREPARATION PACKAGE

CHICAGO, ILLINOIS



CLIENT

R2 Companies, Blue Star Properties,
& The Lamar Johnson Collaborative,
LLC



SERVICES

- The Salt District Development includes the adaptive reuse of this four-acre site with multiple existing buildings along the North Branch Chicago River Corridor. The property was previously utilized as industrial/office space.
 - Site improvements included preparing for future development. One existing shed will be demolished. Existing office space will be refurbished and additions will include a distillery, event space, river walk, green space, and new driveway entrances.
 - Due to environmental concerns the site was capped and strategically filled with Omni Infinity Media™ which will be able to store and treat stormwater without infiltration. This method will be used in place of traditional underground detention. V3 provided close coordination with Omni Ecosystems LLC and the City of Chicago for this pilot project to meet City stormwater requirements while minimizing haul-off of contaminated site materials.
 - V3 coordinated with the team on the planned development exhibits as well as concept roadway and traffic signal improvement plans.
 - Riverwalk improvements included a combined pedestrian and bike path on the upper riverwalk along the south portion of the site. The existing Morton Salt dock along the river will be converted to a lower riverwalk area with a walking path along the north portion of the site and landscaped area along the south portion of the site. The pedestrian and bike path will connect to the existing Elston Avenue bike lanes via reconstructed Blackhawk Street since there are currently no riverwalk improvements to the north or south of the Morton site. V3 also designed site lighting for the new riverwalk.
 - In addition, our team prepared off-site roadway, street lighting, and traffic signal improvement plan.
 - V3 is providing permitting assistance through the Chicago Building Department, Chicago Department of Planning and Development, CDOT Office of Underground Coordination Existing Facility Protection, CDOT Traffic Safety and Engineering, and City Division of Electric Operations.
- *Feasibility Studies*
 - *Grading Design & Earthwork Analysis*
 - *Stormwater Pollution Prevention Plan*
 - *Permitting Strategy Assistance*
 - *Site Lighting Design*
 - *Storm & Sanitary Sewer Design*
 - *Stormwater Management Design & Permitting Assistance*
 - *Sustainable Site Design Services*
 - *Topographic Mapping*
 - *Offsite Roadway Improvements*
 - *Street Lighting Design*
 - *Traffic Signal Design*



RIVER DISTRICT MASTER PLANNING

CHICAGO, ILLINOIS



CLIENT

Tribune Real Estate & Solomon Cordwell Buenz



SERVICES

- V3 assisted our client with due-diligence and master planning for the Chicago Tribune Freedom Press site on West Chicago Avenue to reposition the property for sale or development.
- The site was located in a planned manufacturing district that prohibited residential use. As part of the master planning efforts, the 30-acre site was rezoned into a planned, mixed-use development.
- V3 was active in meeting with the City to assist in establishing the design intent and furthering the conversations to assist in the rezoning process.
- V3 prepared several overall stormwater management strategies, sewer layout, and watermain layout for the site to assist the various City agencies in understanding the future demand on the systems and to discuss preferred layouts for incorporation into the City's system.
- V3 also prepared documents outlining the advantages and disadvantages of having public roadways versus private roadways.
- Sustainability is a key component of the planned development. As part of the master planning process, V3 prepared a sustainability analysis report for the site. Aspects discussed in the report included integrated rainwater management, river engagement opportunities, sustainable site works, and maintenance planning.
- V3 assisted in providing opinions of probable construction costs for the proposed infrastructure. These opinions were used to assist in the establishment of a tax increment funding (TIF) district.
- V3 also assisted in the phasing plans to help further the phased development strategy. Phasing was done so that the first phase will require minimal new infrastructure to allow for the TIF increment to be generated early in the development process.
- Tribune Media has placed the property on the market for development by a master developer. V3 participated in conference calls with several of the bidders to help walk through the complications of the site and also participated in discussions with the various public agencies.

- *Feasibility Study*
- *Pavement Analysis*
- *Planned Development Assistance*
- *Permitting Strategy Assistance*
- *Watermain Design*
- *Utility Feasibility Study*
- *Storm & Sanitary Sewer Design*
- *Engineer's Opinion of Probable Construction Costs*
- *Sitewide Sustainability Analysis*



WATER STREET REDEVELOPMENT

NAPERVILLE, ILLINOIS



- This high profile, two-acre, mixed-used redevelopment along Water Street and Webster Street in downtown Naperville consists of a three-story office building, a five-story mixed-use building with restaurant on the first floor, and hotel on the top floors, a five-story hotel building along with a four-story, 800-space parking structure.
- V3 conducted detailed traffic and parking analyses to verify that the surrounding roadways and intersections and the proposed parking deck would accommodate the development and future growth in the south downtown area. A “tool box” of various traffic operations and parking strategies were developed for evaluation and implementation to solve potential issues that may arise.
- Roadway reconstruction and streetscape improvements to Water Street and Webster Street and improvements to the City’s Riverwalk along the DuPage River were required.
- Hydrologic and hydraulic modeling was performed as the site is adjacent to the floodplain and floodway of the West Branch DuPage River. The modeling used HEC-RAS steady state model and FEQ unsteady model was performed to establish the flood protection elevation and ensure that the proposed development would not impact adjacent properties.
- V3 also performed modeling associated with bridge improvements to accommodate an extension of the riverwalk path below the bridge.
- All required stormwater management and floodplain compensatory storage was provided under the plaza area where the stormwater management and floodplain storage was combined into one basin.
- The streetscape improvements that were part of this project met the objectives of the City’s Water Street Study Area Vision Statement to improve the pedestrian connectivity between the neighborhood south of Aurora Avenue and downtown Naperville.
- Permits were required from the City, DuPage County, USACE, and Federal Emergency Management Agency.



CLIENT

Marquette Real Estate Investments, LLC



VALUE

Construction Cost: \$90,000,000



SERVICES

- *Feasibility Study*
- *Traffic Impact Study*
- *Parking Study*
- *Hydrologic & Hydraulic Analyses*
- *Existing Floodway Analysis*
- *Proposed Floodway Analysis*
- *Planning Commission Meetings*
- *Public Information Meetings*
- *City Council Meetings*
- *Roadway Design*
- *Street Lighting Design*
- *Earthwork & Grading*
- *Utility Systems*
- *Water & Wastewater Systems*
- *Stormwater Management*
- *Land Reclamation*
- *Topographic Mapping*
- *ALTA/Boundary Surveys*
- *Plat of Subdivision*
- *Compensatory Storage Design*
- *FEMA, DNR, County & Municipal Permitting Strategies & Applications*
- *FEMA LOMR*
- *Stormwater System Analysis, Design, Permitting, & Management*
- *Wetland Delineation & Assessment*
- *Threatened & Endangered Species Surveys*
- *Site Development Feasibility & Permitting Strategies*
- *Riverwalk Retaining Wall Design*

Testing Service Corporation (TSC) has a recognized reputation for providing professional engineering services. Since our 1954 incorporation, the firm has completed more than 87,000 projects, primarily throughout Northern and Central Illinois. The corporate project list includes large scale residential, commercial, retail and industrial development, as well as medium to large scale structures. Public infrastructure such as roadways, bridges, tunnels, underground and earth retention systems are also included.

Operating from its corporate headquarters in Carol Stream, Illinois, TSC has branch facilities in DeKalb, Gurnee, Rockford, Shorewood, Illinois. TSC employs a staff of more than 110, including 15 Professional Engineers and Geologists. Our Geotechnical Engineering and Construction Materials Engineering operational groups are supported by Laboratory and Drilling departments. These four departments can operate together or independently depending on client/project specific needs.

Geotechnical Engineering (GEO) - TSC has practiced geotechnical engineering since its 1954 incorporation. Our professional engineers have developed recommendations for standard spread footings, as well as deep foundations including driven piles and caissons. Lateral earth pressure criteria has been developed for evaluation and design of temporary and permanent support systems for deep excavations and tunnels. Data from inclinometers and Menard pressuremeters is regularly employed by TSC's geotechnical staff. In addition, our geotechnical staff is well experienced in roadway/ infrastructure projects.

Construction Materials Engineering (CME) - Our CME department is staffed by about 80 personnel including eight (8) Professional Engineers. TSC technicians provide testing, observation and sampling services for soils, Portland cement, bituminous concrete and structural steel on construction projects. The following list highlights major field and laboratory construction materials services that are routinely provided by TSC's Construction Materials Engineering group:

Soils - Observation for stripping, clearing and proof-rolling work; in-place nuclear moisture/density tests; observation and testing during caisson and pile installation; pile load tests; testing, observation and verification for exposed bearing soils.

Portland Cement Concrete - On-site observation and testing for air content, slump, unit weight, compressive strength and temperature; batch plant inspection and testing; core sampling and testing; rebound hammer and Windsor probe; locate rebar; precast and/or prestressed concrete and reinforcing steel placement.

Masonry - ASTM C-780 construction evaluation of mortars; compressive strength of prisms and flexural bond strength.

Bituminous (Asphalt) Paving Mixtures - Batch plant inspection and testing; field placement observation; in-place nuclear density measurements; core sampling and testing; pavement surveys and evaluation, bituminous mix design.

Structural Steel - Welding inspection by ultrasonic, magnetic particle, dye penetrate, and visual procedures; monitoring of structural steel fabrication at shop; welder certification testing; bolt torque verification; NDT technicians certified to SNT-TC-1A for UT, Mt and PT.

Technicians receive appropriate training for the services they are required to perform. Field technicians assigned to various projects are certified and well versed in project specific requirements and information. TSC has in-house capability to provide technicians with the radiation safety training necessary for Nuclear/Moisture Density Gauge operators. Regular training for Structural Steel NDT Technicians (Certified to SNT-TC-1A for UT, Mt and PT), Illinois Department of Transportation QC/QA - Levels 1, 2 & 3, and Portland cement concrete testing using American Concrete Institute materials are elements of the continuing training provided our technicians.

TSC maintains and operates a dedicated pick-up van service for field samples. The personnel who perform this function are trained in ACI standards for handling of freshly cast concrete samples. There is a charge for this service. However, responsible and expedient treatment of sample materials makes this service a value.

Laboratory - The physical materials testing laboratory at TSC's location in Carol Stream is the largest of its type in the state of Illinois. TSC's laboratory is an active participant in the National Voluntary Laboratory Accreditation program. The firm is a member of the American Council of Independent Laboratories.

Listed below are laboratory services regularly performed.

- ▶ Soil index testing, included description water content, dry unit weight, Qu and Qp
- ▶ Compaction testing, includes IBR/CBR, Standard/Modified proctors, relative density, lime modified IBR and proctors.
- ▶ Particle size analysis, includes sieve analysis, Atterberg limits and hydrometers
- ▶ Tests for organic content
- ▶ Test for corrosive soils
- ▶ Permeability
- ▶ Consolidation direct shear and Triaxial compression
- ▶ Strength testing of PCC and mortar, includes beams, cores and masonry
- ▶ Asphalt extraction tests
- ▶ Mix design criteria - PCC and Bit
- ▶ Aggregate testing, including abrasion, grain size, soundness, Chloride content and purity.
- ▶ Rock Quality Testing-including by air method
- ▶ Hamburg Wheel Tracking Test

TSC's Carol Stream lab also owns and operates a set of nuclear moisture/density gauge calibration blocks. This system is used for yearly calibration of our own and other labs' nuclear moisture/density gauges. TSC is the only independent lab in the five state area to have this "in-house" calibration capability.

Drilling - TSC owns, operates and maintains a drill fleet of 9 units. These drills have a wide range of configurations and access capacity including truck, rubber tire and track mounted All-Terrain Vehicle (ATV), skid and tripod. Drill supervisors are licensed, well drillers and crews have OSHA 40-Hour Health & Safety (Hazardous Waste) training.

Environmental - TSC provides environmental services in the areas of solid waste and site evaluation. Soil waste services relate to siting, permitting, construction monitoring, quality assurance, expansion and closure of landfills. Site evaluation services focus on Environmental Site Assessments (Phase I, II and III), underground storage tanks, regulatory assistance and other remediation services. We also provide exploration, evaluation and remedial design services for site-specific environmental impairment issues.



DBE/WBE/FBE certified

Alpine History:

Founded in 2002 by Kelli Pawlik, Alpine Demolition Services, LLC (ALPINE) has grown in our 20 year history to be a leader in the demolition market. Based on the highest level of customer satisfaction Alpine core values are safety, production and communication. Alpine started demolishing homes (other small structures) and small interior jobs. Alpine's management focused on controlled growth adding employees and equipment in increments so that our quality in demolition would not be sacrificed. Larger buildings, bridges and selective jobs were performed. Alpine is now one of the largest in the area and performs all size of projects. We specialize in demolition, site remediation, asset recovery and recycling. We pride ourselves with our continued efforts to recycle and have worked on many LEED projects. Alpine focuses on the hard jobs and that's the way we like it.

In a short period of time after starting the demolition business with some experience was built up, Alpine was able to become a certified WBE and DBE. The WBE certifications are through, City of Chicago Department of Procurement Services, MWRDGC-Metropolitan Water Reclamation District of Greater Chicago, FBE Certification-(CMS)-Illinois Department of Central Management Services, DBE Certification through the Illinois Department of Transportation. Alpine is prequalified with the City of Chicago as well as CDB-Capital Development Board.

Alpine is a union company, which is signatory to, Laborers Local #225 and Operators Local #150. We are committed in our capability in maintaining a field staff that is 95% + minority. Local unions are contacted in order to expand other minority group participation and apprenticeship opportunities whenever possible, when working out of town projects.

Kelli Pawlik,
President

Alpine Demolition Services, LLC
3515 Stern Avenue
St. Charles, IL 60174

Past Projects

Project: Illini Hall Demolition-University of Illinois 1/16/23 thru 3/31/23
725 S Wright Street Champaign, IL

Contact: CDB Capital Development Board
Jacob Teegarden 217-836-3637

Cost: \$1,431,00.00

Project Description: Illini Hall was a university building located in the center of the University of Illinois-Urbana/Champaign campus. The 3 -story plus basement, wood, and masonry building built in 1907 included extensive asbestos abatement prior to building demolition. Alpine prepared the surrounding site for construction of the "New Illini Hall", while working on an active campus, and no disruptions to student's schedule.

Project: McHenry Central WWTP
3302 W. Waukegan Road McHenry, IL

Contact: City of McHenry/HR Green Sean
Murphy 847-878-4030

Cost: \$748,000.00

Project Description: Demolition of WWTP, Grout line, Crush concrete, fill and restore lot

Project: Peoples's Gas Light Division Street 5/11/20 thru 10/16/20
1110 N. Eston Avenue & 1220 W. Cortez St Chicago, IL

Contact: Burns & McDonnell
Jonathan Pawloski 630-254-3992

Cost: \$755,054.00

Project Description: 49,000 SF, two building complete demolition.

Project: ORD Runway 9C-27-BP#2 7/9/18 thru 5/23/20
10000 WEST OHare Road Chicago, IL

Contact: FH Paschen/SN Nielsen & Associates, LLC
Steve Devries 773-968-7631

Cost: \$4,608,390.00

Project Description: Alpine provided demolition of eleven buildings at O'Hare Chicago International Airport to make room for new runways working directly adjacent to active runways and live airplane service. Alpine successfully achieved demolition of two large airline hangers adjacent to active taxiways with no interruption to flight patterns. Extensive background checks were required for all employees to obtain access to this high-level security of O'Hare International Airport property.

05

Safety Risk

Safety Risk

A time your organization failed to complete a contract.

None.

Bankruptcy or reorganization.

None.

Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years.

SCB has an excellent claims history with limited involvement in lawsuits in the last five (5) years. 360 Residences, L.P. v. Bovis Lend Lease, Inc. et al. (Santa Clara County, Cal., No. 19CV355229) – disputed claims regarding plumbing system settled for nuisance value; AOUO 1108 Auahi v. Ward Management et al. (First Cir. Hawaii, 2021) – condominium association’s pending claim against entire development, design, and construction team; and Zubrow v. Suffolk (15th Jud. Cir., Fla. 2021) – unit owner’s claim regarding hardwood floor construction, voluntarily dismissed by plaintiff.

06

Project Approach

Project Approach

Project Understanding

The SCB team understands this feasibility study is the outgrowth of previous planning efforts that could influence the future development strategies for the site. In 2020, the City of St. Charles prepared a Comprehensive Plan Update of the Downtown North of Main Street area that focused on two catalyst sites and included the former Police Station site. The Comprehensive Plan update outlined riverfront requirements, land uses and building heights, approaches towards parking and recreational trail connections for this site. In 2022, the City issued a developer RFP and received four proposals. After careful review of the development proposals, the City Council decided that additional information and analysis regarding site challenges, utilities, parking, and demolition costs were required to make an informed decision on the most appropriate site development strategy. As a result, the developer proposals were returned and the city then solicited proposals for this feasibility study.

After initial discussions with the City, this proposal was revised to include the Existing Conditions and Site Analysis portions of the scope as a first phase. A second phase of the project that includes public engagement, site recommendations and strategies and a redevelopment plan will be considered later in the process.

Task 1.0 Project Management

SCB will manage the planning process to deliver a high-quality feasibility plan for the former Police Station site while addressing the city and community goals for the Fox Riverfront, utilities, parking, and demolitions.

1.1 PROJECT MANAGEMENT PLAN

At the onset of the project, SCB will organize a kick-off meeting with the city to review and finalize the project management plan to include:

- Project schedule with milestones and delivery dates
- Key roles and communication protocol
- Proposed meeting schedule and workshop(s)
- Identification of key stakeholders
- Review of existing data and resources

As part of the kick-off meeting, we will discuss with the City any work completed to date, to develop a preliminary understanding of the city goals and perceptions of site opportunities.

1.2 TEAM COORDINATION MEETINGS

SCB will attend and prepare an agenda for a bi-weekly team meeting with city staff which can take place virtually and in-person as required.

Task 2.0 Existing Conditions Assessment

During the existing conditions assessment task, the SCB team will review existing documents, base drawings, gather available data and summarize key relevant findings into a series of discipline based existing conditions summary memorandums.

2.1 DATA COLLECTION

The team will evaluate current conditions of the former Police Station site and prepare a synopsis report of site data, constraints and opportunities that includes the following (at a minimum):

- Review of existing relevant planning documents, plans, regulations, ordinances, and policies that may impact the site development.
- Review and identify pertinent codes, current entitlements, and conditions of approval, which may impact the site development concepts.
- Prepare an inventory of land parcels (zoning, land uses, open space, and other key parcel

attributes)

- Identify key community assets and facilities surrounding the site (civic, institutional, commercial, office, retail, residential, etc.)
- Review current transportation infrastructure serving the site (see transportation analysis)
- Review current utility infrastructure serving the site (see infrastructure analysis)
- Assess on-site and adjacent streetscape characteristics, and access,
- Review Downtown Parking Plan (parking numbers, locations, and types)
- Review any future projects and planned development locations impacting the site
- Review any public safety issues
- Prepare a photo inventory of visual characteristics of the site

2.2 SITE VISIT

The SCB team will visit the site to become familiar with the site conditions such as existing utilities, roadway conditions, site conditions, slopes, views, and context surrounding the site. Field-verify survey information (if available), including the limits of existing improvements.

2.3 PREVIOUS SITE DEVELOPMENT PROPOSALS

The SCB team will analyze the previous developer proposals for the old police station site and the factors which influence the property development such as: (1) the location, physical condition, site characteristics and massing of the properties; (2) compatibility of adjacent and nearby land uses (3) transportation access and visibility (4) review of physical infrastructure conditions and service needs; (5) riverfront and trail access (7) walkability and access to various modes of transportation.



2.4 UTILITY EXISTING CONDITIONS

SCB team member V3 will perform the following services during this phase:

1. Perform a site visit to observe site conditions.
2. Research locations provided by the city of existing potable water mains, sanitary sewers, and storm sewers that may provide service to the project site. Analyze the capacity of these utilities and determine how much additional flow can be added.
3. The water main capacity will be based on data provided by the Public Works Department to understand the available capacity in the WM.
4. Collaborate with the design team to identify potential and high level 3 test fit scenarios for the site with possible utility relocations or utility protection considerations.

2.5 FLOOD MITIGATION ASSESSMENT

SCB team member V3's review of the Flood Insurance Rate Map (FIRM) indicates the floodplain elevation (691') for the site is generally consistent, which can simplify any required floodplain fill and associated compensatory storage calculations. The FIRM also indicates that the mapped floodway generally conforms to the Fox River's edge of water, which is beneficial since the regulatory requirements for proposed improvements within the regulatory floodway are more restrictive.

- A riverfront trail is an appropriate use in the floodway (as opposed to a structure), but the alignment, elevation, and overall design will need to be evaluated to ensure that all proposed improvements do not adversely impact the flood flow capacity and/or flood elevations of the Fox River.
- The overbank floodplain (areas outside the floodway) can be modified / re-configured as needed to support the proposed improvements and the limits of the existing floodplain will be determined by the regulatory Base Flood Elevation and the onsite topography (this may be different than the mapped limits).
- Topographic survey will be provided by City, otherwise, floodplain extents will be determined based on Kane County contours.

- If the proposed site plan includes floodplain fill, the design will need to incorporate the required compensatory storage. V3 will quantify the existing floodplain storage on the property and then calculate the required compensatory storage. For riverfront developments, compensatory storage is typically accomplished with overbank site grading, underground storage vaults or offsite storage creation.
- V3 will evaluate identify open space areas and associated grading and/or underground storage sizes needed to mitigation the floodplain impacts. V3 will provide a summary memo with exhibits, calculations, conceptual cost estimates and permit scoping associated with the applicable floodplain mitigation.

2.6 TRAFFIC ASSESSMENT

SCB team member V3 will obtain available existing and projected traffic volume data for the street system in the vicinity of the proposed redevelopment and identify programmed roadway improvements or other major developments in the area which could impact traffic conditions at this site.

- Perform a field visit to verify existing conditions including existing traffic control, speed limits, pedestrian and bicycle facilities, lane use, and adjacent land use.
- Coordinate with the City to request and review any available documents that pertain to the downtown area, including the Comprehensive Plan Update, as well as with the Chicago Metropolitan Agency for Planning (CMAP) to obtain 2050 traffic projections for the area roadways.

Deliverable: Site Existing Conditions Assessment Memorandum to entail a site plan, photo inventory and narrative description of the site attributes to support recommended improvements. Preliminary findings will be compiled associated with river front conditions, flood mitigation, traffic and parking conditions.

Task 3.0 Site Analysis

3.1 LAND USE AND TRANSPORTATION ANALYSIS: SCB team member V3 will review the land use strategies with transportation conditions to:

- Estimate the number of vehicular trips that can be expected to be generated by the proposed redevelopment during the weekday am and weekday pm peak hours for the various land use scenarios being developed. Up to 2 site plans.
- The trip rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition will be reviewed and used as a basis for determining trip generation rates.
- Trip reductions will be reviewed, including internal capture and walk/bike reductions.
- Based on the site's vehicle trip generation, assist in determining the location of site driveways to direct traffic to specific streets to limit the impact to the transportation network, including along Riverside Avenue adjacent the City's fire station.
- Traffic volumes will be estimated that will use Riverside Avenue, State Avenue, and Cedar Avenue to determine if this redevelopment will impact these roadways and intersections, including Main Street and 5th Avenue which are both IDOT routes.
- This analysis will be modeled and assist in determining the number of lanes needed for each roadway and the configuration and intersection control.
- For the future year analysis, projected volumes will be estimated using the CMAP growth rates and in accordance with generally accepted traffic forecasting methodology.
- Using the traffic volumes and results of the traffic analysis, V3 will develop the internal roadway network cross sections for each roadway consisting of the number of lanes, width of lanes, turn lanes, sidewalk width, and right of way.

A Traffic Impact Memorandum will be prepared to present the preferred land use and transportation plan developed for the area; our traffic analysis, assumptions, and results; and



recommendations for internal roadway and external intersection geometry to provide safe and efficient access to the redevelopment.

3.2 PARKING ANALYSIS

We will also analyze the parking requirements and optimal parking configurations to support the desired land uses. V3 will complete the following tasks in this scope of work:

Parking Demand: V3 will develop a parking demand model specific for this redevelopment that will generate the required parking demand utilizing the City of St. Charles off street parking requirements based on each individual proposed land use.

- The parking requirements will be compared to the recent edition of the Institute of Transportation Engineer’s Parking Generation which provides average peak and 85th percentile parking demand rates for various land uses.
- Data from the ongoing Downtown Parking Study will be reviewed and utilized in the parking demand model to estimate parking demand for adjacent developments that currently park in the area.
- The model will utilize the shared parking methodology as published in the Urban Land Institute’s (ULI) Shared Parking, Second Edition. The model will utilize the hourly distribution of parking demand for each land use using the hourly characteristics of that use and quantify the number of parking spaces that can be shared between the different land uses during various times of a weekday and weekend. Any reduction in required parking could result in a potential increase in redevelopment area being allowed.

A Parking Memorandum will be prepared to present the preferred land use and the peak parking demand of the redevelopment.

3.3 ENVIRONMENTAL SITE ASSESSMENT

The Phase I ESA scope of work will be performed in general accordance with the ASTM Standard Practice for Environmental Site Assessments: Phase I ESA Process (Standard E1527-21) and the “Standards and Practices for All Appropriate Inquiries; Final Rule”, 40 CFR Part 312 (02-13-2023)3. The objective of the proposed Phase I ESA is to identify Recognized Environmental Conditions (RECs) in connection with the property to the extent feasible pursuant to the process prescribed in the Standard.

In accordance with ASTM E1527-21 and AAI this practice constitutes “All Appropriate Inquiries” into the previous ownership and uses of the property consistent with good commercial or customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of CERCLA and petroleum products. This ESA is intended to permit a User to satisfy one of the requirements to qualify for the innocent



landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability.

Assumption: The project fee assumes the search for AULs and environmental liens will be provided by the city and includes up to 3 hours for environmental and historical regulatory file review and records search. In the event that the Client requests that V3 provide the AUL/lien search or a chain-of-title search, and for time spent beyond 3 hours for regulatory file review and records search, additional fees will be requested.

Excluded Scope: Environmental issues or conditions beyond the scope of ASTM E1527-21, will not be addressed in the Phase I ESA. The excluded conditions include: asbestos-containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, industrial hygiene, lead-based paint, lead in drinking water, mold, PCB-containing building materials, radon, and substances not defined as CERCLA hazardous substances.

3.4 GEOTECHNICAL ANALYSIS

Team member V3 will sub-contract TSC to provide a geotechnical investigation for the following scope of work:

TSC is proposing to drill seven (9) soil borings as part of our Geotechnical Exploration. They are to be extended to auger refusal on apparent bedrock. Bedrock is estimated to be 6 to 15 feet below the existing grade. 5-foot bedrock cores are also proposed at 4-5 locations (depending on the time available). Total drilling footage on this basis is estimated to be about 90 lineal feet plus a total of 20-25 feet of bedrock cores. Three groundwater monitoring wells are also proposed to be installed and monitored for 6 months.

Geotechnical Assumptions: TSC assumed that the boring locations will be accessible to a conventional truck or ATV-mounted drill. In this regard, they should not be located in standing

water, within wooded areas or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R12 GNSS receiver.

Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 15 feet (and greater if fill or unsuitable soil types extend below that depth as well as in cut or detention areas), to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be placed in a glass jar with a screw-type lid for transportation to our laboratory. The groundwater monitoring wells will be installed during and following completion of drilling operations, with the boreholes to be backfilled immediately and any in pavement areas also patched at the surface.

3.5 DEMOLITION COST ESTIMATE

Team member Alpine Demolition Services will provide demolition consulting services for the Old Police Station located at 210-213 State Avenue in St. Charles to include:

- Site visit and analysis of structure
- Engineering survey of buildings to be demolished
- Work with Environmental Consultant to perform asbestos, lead and universal waste inspections
- Preliminary demolition plan
- Provide risk assessment
- Provide cost estimate budget for the demolition of the existing structure

Assumptions: The demolition cost estimate will exclude the following:

- Any consulting not related to demolition
- Any cost estimate of asbestos, lead or universal waste removal
- Any professional engineer stamped drawings
- Any plans or specifications

To supplement Alpine Demolition Survey of the former Police Station, True North Consultants who specialize in ACM, LBP and HAZMAT Consulting Services will provide the following services:

- Illinois Department of Public Health (IDPH) licensed Asbestos Building Inspectors to conduct an ACM Pre-Demolition Asbestos Survey
- EPA accredited and Illinois Department of Public Health (IDPH) licensed Lead Risk Assessors and/or Lead Inspectors to conduct representative testing of painted surfaces on the interior and exterior of the on-site structure(s).
- Qualified environmental professional to conduct a Hazardous and Other Regulated Material (HAZMAT) Survey of the site to identify potential hazardous materials, universal waste materials and other regulated materials that may be present within Site structures as defined in Illinois Administrative Code (IAC) Part 721: Identification and Listing of Hazardous Waste, and hazardous wastes as defined in the EPA Resource Conservation and Recovery Act (RCRA).

3.6 ADAPTIVE REUSE ANALYSIS

To ensure the City has all the information necessary information to guide the redevelopment of the site, the team, lead by Alpine Demolition, will conduct an analysis of the former police station facility to determine the viability of adaptive reuse. This analysis will be based on the initial site walk through and any additional documentation provided by the city.

3.7 'TEST FIT' PLANNING STRATEGIES

Based all the data and information gathered in the previous tasks, SCB will prepare three (3) 'Test Fit' planning scenarios. These scenarios will be very conceptual in nature and will establish basic development parameters (e.g. density, basic massing, access points, utility service, etc.). They will be used to investigate the capacity of the site and other potential opportunities without creating design or development proposals.

To supplement the three (3) 'Test Fit' scenarios, our team will provide an assessment of two (2) additional scenarios for consideration:

- Adaptive reuse of the police station building
- Demolition of the police station to establish a riverfront park space.

Deliverables: The SCB team will deliver 6 memorandums and supporting information to include.

1. Land Use & Traffic Impact Memorandum
2. Environmental Site Assessment Memorandum
3. Geotechnical Analysis Memorandum
4. Demolition Cost Estimate
5. Adaptive Reuse (High Level) Assessment
6. 'Test Fit' Planning Strategies and Findings

A draft of the memorandums will be submitted to the City for review and revised based on comments received and resubmitted as a final report to the City for approval and adoptions.



Additional Questions

Any other services your firm may offer that would benefit the City of St. Charles?

The SCB team addressed all the scope of work identified in the RFP, however with a volatile real estate market having an up-to-date market analysis could help the future success of the development. While SCB does not provide market analysis services, we team with many real estate market analysts and can provide references if desired by the city.

Critique the scope of work: what works, what deletions, changes or options for achieving desired outcomes do you recommend?

Including market analysis and holding developer interviews after or during this feasibility study to better understand their concerns prior to releasing a developer RFP.

Describe more detailed alternatives that impact quality, time, price, and deliverables.

If there is significant community opposition to this redevelopment project, that can delay the planning process.

Project Schedule





Fee Proposal

Fee Proposal

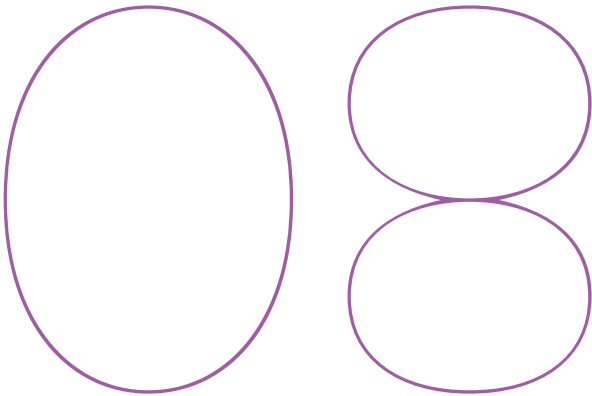
SCB

V3 + TCS +
Alpine +
True North

Design
Workshop

Duration:

Task 1.0: Project Management					
Task 1.1: Project Kick-off Meeting	\$ 2,925	\$ 2,425		\$ 500	1 day
Task 1.2: Bi- Weekly Team Meetings	\$ 4,000	\$ 3,500		\$ 500	4 mo.
Task 2.0: Existing Conditions Assessment					
Task 2.1: Data Collection	\$ 12,280	\$ 12,280			7 wk.
Task 2.2 Site Visit	\$ 6,760	\$ 4,760	\$ 1,000	\$ 1,000	1 day
Task 2.3: Review of Previous Site Development Proposals	\$ 1,000	\$ 1,000			2 wk
Task 2.4: Utility Existing Conditions	\$ 9,775	\$ 775	\$ 9,000		6 wk.
Task 2.5: Flood Plain Mitigation	\$ 8,775	\$ 775	\$ 8,000		6 wk.
Task 2.6: Traffic Assessment	\$ 10,275	\$ 775	\$ 9,500		6 wk.
Task 3.0: Site Analysis					
Task 3.1: Land Use + Transportation Analysis	\$ 1,750	\$ 1,750			2 wk.
Task 3.2: Parking Analysis	\$ 4,370	\$ 870	\$ 3,500		4 wk.
Task 3.3: Phase 1 Environmental Site Assessment	\$ 4,080	\$ 180	\$ 3,900		4 wk.
Task 3.4: Geotechnical Analysis	\$ 17,860	\$ 360	\$ 17,500		4 wk.
Task 3.5: Demolition Cost Estimate	\$ 9,180	\$ 180	\$ 9,000		4 wk.
Task 3.6: Adaptive Reuse Analysis	\$ 2,000	\$ 1,000	\$ 1,000		3 wk.
Pre-Demo Asbestos Survey (True North / HAZMAT Specialist)	\$ 4,500		\$ 4,500		
Lead-based Paint Survey (True North)	\$ 2,500		\$ 2,500		
Hazardous Regulated Materials Survey (True North)	\$ 1,500		\$ 1,500		4 wk.
Task 3.7: 'Test Fit' Planning Strategies	\$ 13,000	\$ 7,000	\$ 3,000	\$ 3,000	4 wk.
Team Sub-total	\$ 116,530	\$ 37,630	\$ 73,900	\$ 5,000	4 mo.
Reimbursable Expenses (~2%)	\$ 2,150				
Total Fee (Lump Sum)	\$ 118,680				



Appendix

I TEAM RESUMES



Christine Carlyle

AIA, AICP

Principal | Director of Planning

Christine founded and leads the SCB planning group. With over 30 years of city planning, urban design, and architectural design (in both the public and private sectors) she brings a collaborative leadership and creative design approach to a wide range of national and international projects at a variety of scales. Christine's work, which includes projects in North America, Europe, Middle East, and Asia, demonstrates an integration of innovative design, cultural responsibility, and sustainability with the successful management and execution of complex projects. Her clients include governments, public sector agencies, universities, and private developers.

EDUCATION

Harvard University
Graduate School of Design
Master of Architecture in
Urban Design

Carnegie Mellon University
Bachelor of Architecture

REGISTRATIONS

Architect - Massachusetts,
Michigan
AICP Certified
NCARB Certified

AFFILIATIONS/ACTIVITIES

- American Planning Association
- American Institute of Architects
- Regional Urban Design Committee, Chair
- Chicago Central Area Committee Executive Board
- Illinois Institute of Technology Faculty
- The Magnificent Mile Association Board & Planning Division Chair
- Lambda Alpha International Board + LEN Committee
- Congress for the New Urbanism
- Women in Planning & Development Board
- Crime Prevention Through Environmental Design (CPTED)
- Society of University & College Planning
- Urban Land Institute Public Policy Committee

REFERENCES

David Dibo
Executive Director of Economic Development
City of Aurora
630.256.3100
ddibo@aurora-il.org

Skyler York
Director
City of Michigan City
219.873.1419 x 2024
syork@emichigancity.com

RELEVANT PROJECTS

**Tribune Real Estate Holdings
River District Plan
Chicago, Illinois**
30-acre master plan for rezoning industrial site into vibrant mixed-use district

**Chicago Transit Authority (CTA)
Red Purple Line Modernization TOD Plans
Chicago, Illinois**
TOD district plans and site specific redevelopment strategies for five CTA Red Line station areas

**Downtown Kenosha Redevelopment Plan
Cobalt Partners
Kenosha, Wisconsin**
18-acre master plan for mixed-use redevelopment of 9 city blocks adjacent to the harbor including 1,200 residential units, 300,000 sf office, 150,000 sf retail, city park and market hall

**Aurora Downtown Redevelopment Plan
City of Aurora
Aurora, Illinois**
Redevelopment plan for 8 city blocks along the Fox River

**Village of Hillside
Resiliency Redevelopment Master Plan
Hillside, Illinois**
70-acre site redevelopment and repositioning to incorporate mixed use development, chain of lakes with recreation land and extensive stormwater infrastructure

**Moving Moline Forward
Comprehensive Plan Update
Moline, Illinois**
750-acre comprehensive downtown assessment focused on transportation improvements and urban design strategies

**Chicago Transit Authority (CTA)
Red Line Extension TSD Comprehensive Plan
Chicago, Illinois**
District plans and site specific redevelopment strategies for four CTA Red Line station areas

**Village of Maywood
Transit-Oriented Development Plan
Regional Transportation Authority
Maywood, Illinois**
Downtown transit station area revitalization plan

**Village of University Park
Transit-Oriented Development Plan Update
Regional Transportation Authority
University Park, Illinois**
Revitalization plan for Metra station area

**Village of Palatine
Transit-Oriented Development Plan
Regional Transportation Authority
Palatine, Illinois**
Strategies for future expansion of Metra station area to enhance transit ridership

**Village of Bartlett
Transit-Oriented Development Plan
Regional Transportation Authority
Bartlett, Illinois**
Master plan for downtown area surrounding the Metra station

**Bally's Entertainment District
Chicago, Illinois**
Master Plan and Entitlements for new casino, hotel, and event center adjacent to the Loop and along the Chicago River

**City of Chicago, Department of Planning
West Loop Design Guidelines
Chicago, Illinois**
Preparation of urban design, architecture, public realm and transportation guidelines for expansion of downtown zoning into the West Loop district in Chicago

**Illinois Medical District Master Plan
Chicago, Illinois**
560-acre comprehensive master plan for IMD campus with a focus on multi-modal connectivity, public realm, and future development opportunity

**LeClaire Courts Redevelopment Plan
Chicago, Illinois**
Mixed-use, affordable housing redevelopment concepts on Chicago's southwest side

**71st Street Commercial Corridor Revitalization
Chicago, Illinois**
Revitalization strategies for the South Shore neighborhood working with the chamber of commerce and the community

AWARDS

- 2023 APA Illinois Chapter Awards, Strategic Plan Award, Chicago Transit Authority (CTA) Red Line Extension TSD Comprehensive Plan, Chicago, Illinois
- Friends of Downtown, Best Plan Award, River District Master Plan, Chicago, Illinois, 2019
- Gold Nugget Awards, Grand Winner, Master Plan Community of the Year Ward Village Master Plan, Honolulu, Hawaii, 2018
- Gold Nugget Awards, Grand Winner, Best Indoor/Outdoor Lifestyle for a Community - Urban, Ward Village Master Plan - Honolulu, Hawaii, 2018
- American Planning Association (APA) Illinois Chapter Awards, Strategic Plan Award, Arts Block Plan, University of Chicago, Chicago, Illinois, 2017
- Urban Land Institute (ULI) Chicago Vision Award, Program Category, Foundation for Homan Square, John D. and Alexandra C. Nichols Tower, 2017
- Individual of the Year Award - Greater North Michigan Avenue Association, 2014
- International Downtown Association Award for Planning, "Vision 2025" Plan for Greater North Michigan Avenue Association, 2013
- Congress for New Urbanism (CNU), Illinois Charter Awards, Honorable Mention, Devon-Sheridan TIF District Guidelines/Loyola Station Square, Loyola University Chicago, Chicago, Illinois, 2011
- American Planning Association (APA) Wisconsin Award for Milwaukee Northeast Side Plan, 2011
- American Planning Association (APA) Illinois, Best Practice Award for Naperville Pedestrian Gap Analysis, 2010
- Urban Design Award - City of Dallas, 1998, 2000, 2004
- Greater Dallas Association Project Award - Bishop Arts District
- Preservation Dallas Award, 2000
- Rotch Traveling Scholarship Competition, 1992
- National Endowment for the Arts Grant, 1987

PUBLICATIONS AND PRESS

- "Moving Up to the Waterfront," World Architecture News, 2018
- "777 West Chicago Building," E-Architect, 2018

SMART Site TOD
Downtown Santa Rosa Site Development Plans
Santa Rosa, California
 5-acre TOD plan and multiple downtown infill sites

Town of St. John
2004 Comprehensive Plan
2015 Comprehensive Plan Update
Zoning Ordinance
St. John, Indiana
 Comprehensive plan, update, and zoning ordinance

Mount Sinai Hospital
Ogden Avenue Planning
Chicago, Illinois
 Streetscape and campus development concepts to enhance the Ogden Avenue corridor on Chicago's west side

Ward Village Master Plan
Honolulu, Hawaii
 60-acre Phase II redevelopment master plan

City of Prospect Heights
Comprehensive Plan
Prospect Heights, Illinois
 Comprehensive plan providing recommendations for land use development, transportation improvements, expansion of the city's economic base, enhanced retail opportunities, and protection of natural resources

Chicago Metropolitan Agency for Planning (CMAP)
Urban Design and Visualization for Go-To 2040 Plan, Local Technical Assistance
 Urban design concepts and visualization redevelopment scenarios for over 18 Chicago Region sites

South Suburban Mayors and Managers Association (SSMMA)
Chicago Southland Transit-Oriented Development /Cargo Oriented Development
Various Locations
 Development corridor planning study, feasibility analysis, development proforma, and site design concepts for 10 proposed TOD/COD sites

Michigan City
Transit Block Redevelopment Study
Michigan City, Indiana
 Urban design and development strategies for a proposed mixed-use development adjacent to the South Shore Line station downtown

Lancaster Square Development Plan
Lancaster, Pennsylvania
 Plaza design and building development strategies for repositioning of downtown square

Chicago Housing Authority
Roosevelt Square Master Plan
Chicago, Illinois
 84-acre master plan and quality-of-life study for Roosevelt Square neighborhood

Foundation for Homan Square
Chicago, Illinois
 Community stakeholder facilitation, space programming for arts and social services incubator development

Rice Village Design Guidelines
Houston, Texas
 District design guidelines for new high density development adjacent to Rice University

Metropolitan Mayors Caucus
Homes for Changing Region Residential Redevelopment Concepts
Various Locations
 Urban design concepts and visualization redevelopment scenarios of underutilized sites in Batavia, Geneva, and St. Charles

City of Milwaukee
Northeast Side Comprehensive Plan
Milwaukee, Wisconsin
 4-square-mile comprehensive plan for improvement of districts and corridors through development of urban design and catalytic projects

Design Guidelines
Woodlands, Texas
 Site specific design guidelines for densifying the Woodlands master planned community

Allstate Redevelopment Concept
Prospect Heights, Illinois
 30-acre framework master planning study for a vacant site to promote mixed-use development and public realm improvements

Concón Urban Expansion Master Plan
Concón, Chile
 720-acre mixed-use master plan including housing, town center with retail, community amenities, services, and recreational space

Vision 2025
Greater North Michigan Avenue Association
Chicago, Illinois
 District policy document for urban design, sustainability transportation, marketing, and experience

City of Chicago
Industrial Corridors
Chicago, Illinois
 Rendering and branding services for Chicago's 26 industrial corridors

Devon/Sheridan TIF Design Guidelines
Chicago, Illinois
 70-acre redevelopment plan and design guidelines for TIF residential and university district, including resolving conflict between pedestrians/traffic and the elevated CTA train station

Village of Oak Park
Chicago Avenue Business District Plan
Oak Park, Illinois
 Study identifying guidelines, facilitation, scenarios, planning, and streetscape design for redevelopment of neighborhood business district



Nicholas Pryor

AIA, AICP

Associate | Project Manager

Nicholas is dedicated to discovering and amplifying the potential of places and communities. His design process is focused on creating an open and collaborative engagement with the project community. He has worked on a variety of projects ranging from district plans for public-private partnerships to campus plans for corporate and institutional organizations. His primary goal in all projects is to help a community establish a vision for the future and translate that vision into a clear set of policies and frameworks.

RELEVANT PROJECTS

EDUCATION

Illinois Institute of Technology
Master of Architecture

University of Wisconsin, Milwaukee
Bachelor of Science, Architectural Studies

REGISTRATIONS

Architect - Illinois
AICP Certified

AFFILIATIONS/ ACTIVITIES

- American Institute of Architects
- American Planning Association
- Lambda Alpha International Board + LEN Committee
- Urban Land Institute
- Chicago Product Council
- Chicago Central Area Committee

REFERENCES

Michael Horsting
Principal Analyst, Local Planning and Programs
Regional Transportation Authority
312.913.3159
horstingm@rtachicago.com

Katharyn Hurd
City Planner - North Region
Chicago of Chicago
Department of Planning and Development
312.742.9224
katharyn.hurd@cityofchicago.org

Aurora Downtown Redevelopment Plan
City of Aurora
Aurora, Illinois
Redevelopment plan for 8 city blocks along the Fox River

Chicago Transit Authority (CTA) Red Line Extension TSD Comprehensive Plan
Chicago, Illinois
District plans and site specific redevelopment strategies for four CTA Red Line station areas

Village of University Park Transit-Oriented Development Plan Update
Regional Transportation Authority
University Park, Illinois
Revitalization plan for Metra station area

City of Chicago Ground Floor Residential Guidelines
Chicago, Illinois
Design guidelines for residential units on commercial corridors across the city

Bally's Entertainment District
Chicago, Illinois
Master Plan and Entitlements for new casino, hotel, and event center adjacent to the Loop and along the Chicago River

Pena Station TOD Master Plan*
Denver, Colorado
Master plan to develop the greenfield site surrounding a regional light rail station

Confidential TOD Plan*
Minneapolis, Minnesota
Strategic development plan for 40 acre urban site adjacent to light rail line to reposition underutilized parcels into a vibrant, mixed-use district

Rosa Parks Neighborhood Master Plan*
Detroit, Michigan
Community driven, comprehensive neighborhood master plan to provide equitable access to resources for a historically underserved neighborhood

Milwaukee Harbors Master Plan*
Milwaukee, Wisconsin
Comprehensive planning study to provide recommendations to redevelop vacant industrial land on Milwaukee's waterfront

East Jefferson Corridor Plan*
Detroit, Michigan
Corridor master plan and strategic development framework to improve the 6 mile long East Jefferson Corridor to identify development opportunities, provide public realm improvements and improve transit infrastructure

108th Street Corridor Plan*
West Allis, Wisconsin
Corridor and land use plan to provide recommendations to the city and guide future development along the 3 mile corridor

Stony Island Corridor Plan*
Chicago, Illinois
Comprehensive corridor study and market analysis to reimagine South Stony Island Ave in Chicago's Woodlawn and South Shore neighborhoods

Oakwood Shores Master Plan*
Chicago, Illinois
Community engagement and redevelopment master plan with the CHA for a former public housing site

West Quarters Corridor Master Plan*
West Allis, Wisconsin
Redevelopment plan for a traditional shopping center into a vibrant, mixed use place that includes residential, office and educational programs.

Downtown Commercial District Master Plan*
Greater Noida, India
Detailed District Area Plan for a commercial office district including infrastructure, parking and conceptual architectural design

Confidential Client Strategic Neighborhood Development Plan*
Detroit, Michigan
Strategic neighborhood investment plan for a private entity to reimagine the future growth and development of a historically disinvested community

* Denotes projects completed prior to joining SCB



Elbert Whitfield III

Project Planner

Elbert has diverse background in architecture and urban design, having worked on a variety of public and private sector projects in Chicago and the Chicagoland area, as well as in Virginia, Pennsylvania, and Florida. These varied projects have allowed him to hone his skills in planning, design, 3D modeling and rendering, construction documentation, and construction administration.

EDUCATION

University of Miami
Master of Urban Design

Hampton University
Master of Architecture

Carnegie Mellon University
Sustainable Urbanism Fellowship

AFFILIATIONS/ACTIVITIES

– Frank Lloyd Wright Preservation
Trust, Architectural Interpreter

PRESENTATIONS

– Presenter, American Planning
Association, Illinois Chapter,
“CTA’s Red Line Extension
South – Planning For Equitable
Neighborhood Transformation”,
2022

REFERENCES

Ammar Elmajdoub
Transportation Planner
CDM Smith
312.780.7881
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Katharyn Hurd
City Planner - North Region
Chicago of Chicago
Department of Planning and
Development
312.742.9224
katharyn.hurd@cityofchicago.org

RELEVANT PROJECTS

Downtown Kenosha Redevelopment Plan Cobalt Partners Kenosha, Wisconsin

18-acre master plan for mixed-use
redevelopment of 9 city blocks adjacent to
the harbor including 1,200 residential units,
300,000 sf office, 150,000 sf retail, city park
and market hall

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30-acre master plan for rezoning industrial site
into vibrant mixed-use district

Village of Hillside Resiliency Redevelopment Master Plan Hillside, Illinois

70-acre site redevelopment and repositioning
to incorporate mixed use development, chain
of lakes with recreation land and extensive
stormwater infrastructure

Chicago Transit Authority (CTA) Red Purple Line Modernization TOD Plans Chicago, Illinois

TOD district plans and site specific
redevelopment strategies for five CTA Red
Line station areas

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Preparation of urban design, architecture,
public realm and transportation guidelines for
expansion of downtown zoning into the West
Loop district in Chicago

Bally’s Entertainment District Chicago, Illinois

Master Plan and Entitlements for new casino,
hotel, and event center adjacent to the Loop
and along the Chicago River

Village of Maywood Transit-Oriented Development Plan Regional Transportation Authority Maywood, Illinois

Downtown transit station area revitalization
plan

Urban Design and Visualization for Chicago Metropolitan Agency for Planning (CMAP) Go-To 2040 Plan, Local Technical Assistance

Urban design concepts and visualization
redevelopment scenarios for over 15 Chicago
Region sites

Mount Sinai Hospital Ogden Avenue Planning Chicago, Illinois

Streetscape and campus development
concepts to enhance the Ogden Avenue
corridor on Chicago’s west side

Michigan City Transit Block Redevelopment Study Michigan City, Indiana

Urban design and development strategies for a
proposed mixed-use development adjacent to
the South Shore Line station downtown

LeClaire Courts Redevelopment Plan Chicago, Illinois

80-acre mixed-use, affordable housing
redevelopment master plan on Chicago’s
southwest side

71st Street Commercial Corridor Revitalization Chicago, Illinois

Revitalization strategies for the South Shore
neighborhood working with the chamber of
commerce and the community

SMART Site TOD Downtown Santa Rosa Site Development Plans Santa Rosa, California

5-acre TOD plan and multiple downtown infill
sites

* Denotes projects completed prior to joining SCB



Education

Master of Landscape Architecture,
Pennsylvania State University

Master of Landscape Architecture,
School of Planning and Architecture,
New Delhi, India

Bachelor of Architecture, Sir J.J. College
of Architecture, Bombay, India

Licensure and Certifications

Professional Landscape Architect: IL,
PA, OH

LEED® Accredited Professional

Registered Architect: India

Construction Documents Technology
(CDT)

CLARB

American Institute of Certified Planners
Candidate (AICP - C)

Professional Affiliations

American Society of Landscape
Architects (ASLA)

U.S. Green Building Council

Urban Land Institute (ULI), University
Innovation Development Council

Recent Awards and Honors

Fellow of the American Society of
Landscape Architects 2023

Honor Award for Design, ASLA Illinois,
AIDS Garden Chicago

Honor Award for Planning & Analysis,
ASLA Illinois, Alton Great Streets

Honor Award, ASLA Illinois, Grand
River Northwest Neighborhood
Framework Plan

Manisha Kaul

 FASLA, PLA, LEED® AP, AICP-C
PRINCIPAL, LANDSCAPE ARCHITECT

Leading our Chicago studio, Manisha is deeply passionate about creating synergies in the public realm through an equitable, resilient and regenerative approach to design. Creatively using the site and its environs, she has successfully guided federal, public and institutional clients through complex planning and innovative site design projects. Trained as an architect and a landscape architect, recipient of a gold medal in India and a creative achievement award in landscape architecture at Pennsylvania State University, Manisha's career of over 20 years includes projects in the United States, Middle East, Africa and India.

Select Project Experience

AIDS Garden Chicago – Chicago, IL

Design Workshop worked with Chicago Park District and 8 sub-consultants to design a garden space on Chicago lake front intended to memorialize those lost to HIV/ AIDS, as well as Chicago's own efforts to combat HIV/AIDS, and to provide an educational component about the current fight.

Diversey Park and Play Fields – Chicago, IL

Manisha led the design and implementation of the multi-use sports field and recreation area along Chicago's lakefront. The team engaged key stakeholders throughout the planning and design process to ensure that the design for the park balanced both the needs of the community and local sports teams.

Taza Park Master Plan — Calgary, AB, Canada

Manisha served as a planning consultant for stormwater and low-impact development strategies for this mixed-use retail project on the Tsuut'ina First Nations land outside of Calgary, Alberta.

Wheaton Downtown Revitalization – Wheaton, IL

Manisha served as planning and design consultant in the development of downtown Wheaton, Illinois' streetscape.

Alton Great Streets – Alton, Illinois

Manisha led a team in a Great Streets Initiative in Alton. The team's goal is to improve walkability, safety and connectivity downtown while strengthening the identity of the area and helping reinvigorate local businesses.



Education

Masters of Urban & Regional Planning,
University of Illinois at Urbana-
Champaign

Bachelor of Landscape Architecture,
University of Illinois at Urbana-
Champaign

Licensure and Certifications

Professional Landscape Architect: IL

American Institute of Certified Planners
(AICP)

LEED® Accredited Professional

“Leadership Strategies: The Effective
Facilitator”

National Charrette Institute Charrette
System Workshop

Professional Affiliations

American Planning Association (APA)

Recent Awards and Honors

Honor Award for Planning & Analysis,
ASLA Illinois, Alton Great Streets

Strategic Plan Award Alton Great
Streets, APA Illinois, Alton Great Streets

Honor Award in Analysis and Planning,
National ASLA, South Grand Great
Streets Initiative

Sara Egan PLA, AICP, LEED® AP BD+C

LANDSCAPE ARCHITECT, PLANNER

Based in our Chicago office, Sara graduated from the University of Illinois where she earned a Master of Urban Planning and Bachelor of Landscape Architecture degree. Sara brings value in her ability to build, manage and facilitate communication between strong interdisciplinary teams to address complex challenges. She is experienced in managing projects from planning, through concept design and ultimately through implementation. The rigor she applies to her projects has resulted in several awards at the state and national level; most recently the Alton Great Streets project was recognized by Illinois APA, Illinois ASLA and the Prairie Gateway ASLA.

Select Project Experience

Peoria Riverfront Master Plan – Peoria, IL

Design Workshop collaborated with a team for the master plan of a 20-acre tract in downtown Peoria. The master plan includes strategies to engage existing local businesses and develop public parks, trails and programming to turn the riverfront into a public gathering space for future generations.

Alton Great Streets – Alton, IL

Design Workshop led a team in a Great Streets Initiative in Alton. The team's goal is to improve walkability, safety and connectivity downtown while strengthening the identity of the area and helping reinvigorate local businesses.

Lafitte Greenway Master Plan & Design – New Orleans, LA

Design Workshop was hired to plan and design a 2.6 mile greenway in New Orleans. The project included designing a three-mile greenway and creating a corridor revitalization plan for all land within a 1/4 mile of the greenway.

Cedar Rapids Greenway – Cedar Rapids, IA

Design Workshop led a project team through park concept plans along with a business plan that will serve to provide the City with a framework for the future that is both environmentally and fiscally sustainable and meets the needs and desires of the community.

Wheaton Downtown Streetscape – Wheaton, IL

Design Workshop led the planning and design for the development of downtown Wheaton, Illinois' streetscape. After thorough public engagement, the team implemented several phases of the Streetscape plan since 2017.



Education

Master of Urban Design, University of Colorado, Denver

Bachelor of Science, Landscape Architecture, Cal Poly, San Luis Obispo, California

Licensure and Certifications

Registered Landscape Architect: CO, CA, Province of Alberta

LEED® Accredited Professional

Council of Landscape Architectural Registration Boards (CLARB)

Professional Affiliations

American Society of Landscape Architects (ASLA)

International Council of Shopping Centers

Recent Awards and Honors

ASLA Colorado Chapter Planning Merit Award, Springwoods Community

ASLA Colorado Chapter Design Merit Award, Gardens on El Paseo, Palm Desert, California

Jim MacRae

 PLA, LEED® AP

PRINCIPAL, LANDSCAPE ARCHITECT

Jim is passionate about designing places that honor nature, people, and culture. His career has taken him across the globe, from North America, Asia, and the Middle East, and these professional experiences have sharpened his technical capacity and his appreciation for working in diverse natural and urban environments. For three decades, he has led the planning and design of many notable mixed-use projects in the United States.

He has broad expertise, but is best known for his planning and design of thoughtful urban environments, including transit-oriented and mixed-use districts, commercial corridors and streetscapes, urban parks and plazas, workspaces as well as sustainable new communities.

Select Project Experience

Market District – Des Moines, IA

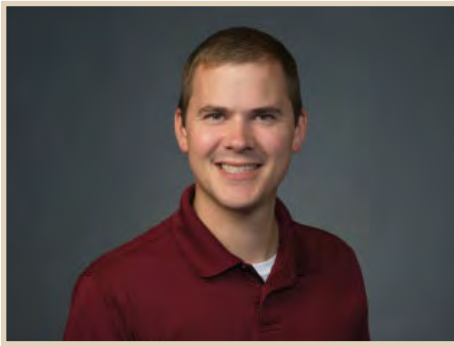
Design Workshop master planned and designed a 10-block redevelopment district in downtown Des Moines and adjacent to the Des Moines River. Jim led a team to provide urban mixed-uses, park design and river access connections in the industrial district of downtown Des Moines.

RiverNorth – Nashville, TN

In collaboration with CSDG, DW designed the streetscapes, public plazas and Waterfront Park including the green infrastructure, park program, and bike facilities that are part of Metro's Phase 1 funding for the project. Additionally, DW helped design the interface between the waterfront park and the new pedestrian/bike bridge that will cross the Cumberland River and provide an important city connection between RiverNorth and Germantown.

Riverfront Park – Denver, CO

Design Workshop master planned and designed a 600-acre redevelopment district in downtown Denver and adjacent to the Platte River. Riverfront Park led to connecting downtown to the river and catalyzed over \$3.8 billion dollars of redevelopment in and around the district, including the restoration of Union Station, the iconic rail station in Denver. Because of its positive impact on the city and community, Riverfront is recognized as a leading model for urban redevelopment in the U.S.



Dan is a Project Manager responsible for leading site infrastructure design and permitting for industrial, commercial, and residential developments. His primary responsibilities include leading preparation of site feasibility reports, design of site grading and earthwork analysis, design of utility systems as well as design and analysis of stormwater management systems and construction administration. He coordinates zoning and permit submittals as well as design services with internal and external design team members.

 **YEARS OF EXPERIENCE**

V3: 11 | Total: 11

 **EDUCATION**

Bachelor of Science, Civil & Environmental Engineering, Southern Illinois University

 **REGISTRATIONS**

Professional Engineer: Illinois, #062-068404, 2016

 **VOLUNTEER WORK**

Junior Achievement: Guest Teacher

Oak Brook Commons Mixed-Use Development, Hines – Oak Brook, Illinois | Project Manager for site civil engineering services for this 16.5-acre redevelopment of the former McDonald's headquarters in Oak Brook. Project included horizontal infrastructure including roadways, parking, utilities, and building pads for a new, mixed-use development that will ultimately have five restaurant/retail pads, an apartment building, hotel, office building, and two condominium buildings. Dan led the permitting effort for the horizontal infrastructure as well as the coordination with the design team to achieve an efficient approval process while accommodating the anticipated needs of future tenants.

Water Street Redevelopment, Marquette Real Estate Investments, LLC – Naperville, Illinois | Project Engineer for this high-profile, two-acre redevelopment along Water and Webster Streets in downtown Naperville. Project consisted of a three-story office building, a five-story mixed-use building with restaurant and hotel spaces, a five-story, mixed-use tower along with a four-story, 550-space parking structure and full improvements to Water Street, Webster Street, and the Riverwalk. Dan was the lead civil designer and main point of contact throughout the construction process.

Freedom Plaza, Superhost Hospitality – Naperville, Illinois | Project Engineer for the development of a hotel with a conference center and four restaurant outlots including Fogo de Chao, Granite City Food and Brewery, Uncle Julios, and Pita Inn. Because the property had been partially developed, utility services needed to be relocated to accommodate the revised site design. Dan led the design to permit the overall development while accommodating individual tenant needs as they were brought in.

Summit Grove Development, Nitti Group, LLC – Schaumburg, Illinois | Project Engineer providing site civil design services for this residential development with 149 single-family lots on 62 acres. V3 provided a complex stormwater management system to integrate detention within existing wetland areas along with traditional stormwater management ponds which reduced wetland impacts. Extensive coordination was required with Village staff to facilitate necessary zoning changes to allow for smaller lots.



Costco Wholesale North East Naperville Location, Costco Wholesale Corporation – Naperville, Illinois | Project Manager for civil design services of this 18.95-acre, 161,203-square-foot warehouse and gasoline facility. Project included a due diligence report and preliminary and final engineering plans, a traffic impact study, capacity analysis of 11 intersections as well as coordination for the design of a proposed electric duct bank with the City of Naperville. A due diligence report and preliminary plans were completed to identify potential design obstacles in advance as well as streamline entitlement approvals with the City of Naperville.

Costco Environmental Compliance Plan Program, Costco Wholesale Corporation – Illinois, Indiana, & Michigan | Project Manager providing an environmental compliance plan to warehouse and depot Managers to assist with keeping sites in compliance with local, state, and federal requirements for future maintenance. Services include creating a comprehensive and clear drawing which highlights site utility infrastructure as well as compiling project permit history for each site and presenting all information to Costco staff.

Greenhouse Pointe, Nitti Development, LLC – Geneva, Illinois | Project Engineer for a seven-acre residential development with 20 lots for custom-built homes. Site civil design included roadway layout, mass grading, stormwater detention, and designing the storm sewer to convey the 100-year event. Dan led the design for construction documents and assisted the Client through entitlements and permitting.

Costco Wholesale Stores, Costco Wholesale Corporation – Illinois, Indiana, & Michigan | Project Engineer for developments including warehouses, gas stations, and depots on sites up to 160-acre sites. Services include due diligence, surveying, entitlement coordination and site development, and permitting. Dan is the main point of contact for Costco and project architects, providing coordination from the design phase through construction. Dan's recent projects include:

- *Naperville, Illinois – Odgen Avenue & Naperville Road*
- *North Riverside, Illinois – Harlem Avenue (IL Rout 43) & 26th Street*
- *Mishawaka, Indiana – University Drive & Main Street*
- *East Lansing, Michigan – Saginaw Highway (US Route 69) & Park Lake Road*
- *Loves Park, Illinois – Riverside Boulevard & I-90*
- *Naperville, Illinois – Gasoline Addition, 75th Street & IL Route 59*
- *Bolingbrook, Illinois – Gasoline Addition, Boughton Road & Woodward Avenue*
- *Bedford Park, Illinois – Gasoline Addition, State Road, 73rd Street & Cicero Avenue*

Panda Express Restaurants, Panda Restaurant Group, Inc. – Illinois & Wisconsin | Project Engineer for site civil development of new restaurant sites. Services include due diligence, site development, surveying, and coordination with local and state agencies. Dan leads the site development process from concept planning to project close. Dan's recent projects include:

- *Brookfield, Wisconsin – Bluemound Road & Fiserv Drive*
- *Waukesha, Wisconsin – Sunset Drive & Tenny Avenue*
- *Huntley, Illinois – IL Route 47 & Kreutzer Avenue*
- *Chicago, Illinois – Fullerton Avenue*

White Castle Site Improvements – Illinois & Indiana | Project Manager for compliance review compliance and preparation of construction documents to bring multiple sites up to ADA compliance and miscellaneous site improvements. Dan's recent projects include:

- *Schererville, Indiana – US Highway 30 & US Highway 41*
- *Chicago, Illinois – 63rd Street & South Cicero Avenue*
- *Joliet, Illinois – Jefferson Street & Larkin Avenue*
- *Chicago, Illinois – Jeffery Boulevard & East 95th Street*
- *Dolton, Illinois – Sibley Boulevard & Lincoln Avenue*

Costco ADA Improvements, Costco Wholesale Corporation – Michigan, Indiana, Illinois, & Iowa | Project Manager for ADA improvements at 21 Costco stores. Services included compliance review and preparation of construction documents to bring each site into ADA compliance with the correct number of accessible stalls, dimensions, and slopes. Dan provided coordination with the Project Architect and design team to permit all 21 sites in a short timeframe.

Jaycees Park, City of Naperville – Naperville, Illinois | Project Engineer providing site engineering services for the City's first "smart park" which features free Wi-Fi service as well as solar powered USB ports and electrical outlets. The site runs next to the West Branch of DuPage River making grading complicated due to existing floodplain and ADA requirements. Dan led site design and coordinated a plan that would work within the floodplain without requiring fill.



Derrick is V3's Natural Resources Group Leader managing projects involving hydrologic and hydraulic analysis as well as design for roadway and site development floodplain and stormwater management, watershed studies, stream and lake restoration, bank and shoreline stabilization, existing drainage assessment, and remediation. He has a comprehensive understanding of pertinent federal, state, and local stormwater regulations and has extensive experience working hand in hand with municipalities in the greater Chicago Area. His hands-on field experience includes shoreline and streambank stabilization/restoration projects as well as erosion and sediment control issues.

YEARS OF EXPERIENCE

V3: 24 | Total: 25

EDUCATION

Bachelor of Science, Civil Engineering,
Washington University
Bachelor of Arts, Mathematics &
German, North Central College

REGISTRATIONS

Professional Engineer: Illinois,
#062-056276, 2003
Certified Floodplain Manager:
#IL-04-00138, 2004

ASSOCIATIONS

Illinois Association for Floodplain &
Stormwater Management

VOLUNTEER WORK

The Conservation Foundation

Water Street Redevelopment

Floodplain & Stormwater Management, Marquette Companies
– *Naperville, Illinois* | Project

Manager for improvements for this downtown redevelopment project located along the West Branch DuPage River. Project included new buildings, expanded riverwalk and pedestrian plaza, elevated boardwalk, underground stormwater detention, and compensatory floodplain storage along the existing riverbank. Services included both FEQ and HEC-RAS modeling, compensatory storage design, and DuPage County, IDNR Office of Natural Resources, USACE, and FEMA permitting.

Carpentersville Dam Removal, Forest Preserve District of Kane County
– *Carpentersville, Illinois* | Project

Manager for dam removal design and permitting services of a 10-foot-high, low-head, concrete dam within the Fox River. V3 determined ways to use the existing, historic mill races to bypass water during construction. Services included conducting a bathymetric survey, sampling and testing for environmental concerns, hydraulic modeling, wetland delineation upstream and downstream as well as water management, cost estimating and feasibility review. A riffle or rock feature will be incorporated into V3's restoration design to preserve the site as a valuable destination and sense of place for the community.

Sugar Creek Watershed Storm Sewer Analysis, Village of Villa Park – Villa Park, Illinois | Project

Manager for drainage improvements in response to localized flooding which resulted in damage to 53 residences. Project included evaluation of multiple flood mitigation alternatives as well as conceptual cost estimates for implementation and FEMA hazard mitigation grants. A detailed XP-SWMM analysis was created to identify and confirm localized flooding problems.

Lincoln Yards North River Ecology, Sterling Bay Companies – Chicago, Illinois | Water Resources Quality Assurance and Quality Control for

the master planning, design, and permitting for this 53-acre, mixed-use development on former industrial properties located along the North Branch of the Chicago River. A key component of the master plan was the focus on the river, including rehabilitation of river walls, ecological shoreline restoration of stretches of the river, as well as overall health and access to the river.

Sugar Creek Watershed Storm Sewer Analysis, Village of Villa Park – Villa Park, Illinois | Project

Manager for drainage improvements in response to localized flooding which resulted in damage to 53 residences. Project included evaluation of multiple flood mitigation alternatives as well as conceptual cost estimates for implementation and FEMA hazard mitigation grants. A detailed XP-SWMM analysis was created to identify and confirm localized flooding problems.



East Branch DuPage River Resiliency Project, DuPage County – Lisle, Illinois

| Project Manager for evaluation of stormwater resiliency projects along the East Branch DuPage River corridor. Projects will help prepare for future extreme weather events and improve the quality of life in the community. Alternatives include buy outs, levee repairs and modifications, lot specific flood proofing incentive programs, infrastructure modifications, and storage creation using HEC/FEQ floodplain modeling.

Development Review & Inspection Services, Village of Woodridge

– Woodridge, Illinois | Project Manager responsible for stormwater management review services of public and private developments on behalf of the Village, a full-waiver community located in DuPage County. Derrick reviews stormwater management calculations, sediment and erosion control measures, and storm sewer system designs.

River City Flood Hazard Mitigation, River City Facilities Management Company – Chicago, Illinois

| Project Manager for flood mitigation improvements. A flood event had resulted in \$8 million worth of damage and required the evacuation and temporary displacement of several businesses and almost 700 residents. Derrick provided technical flood proofing expertise as well as extensive coordination between the client and several regulatory agencies to assist in the preparation, submittal, and procurement of funding through FEMA's Hazard Mitigation Grant Program.

Chevy Chase Bank Erosion Investigation & Assessment, Wheeling Park District – Wheeling, Illinois

| Project Manager for bank evaluation and assessment of existing water features on the Chevy Chase Golf Course. Project included GPS survey to quantify erosion severity, specifically as it related to cart path and pedestrian safety. Derrick performed the field investigations and survey as well as bank stabilization design recommendations and associated cost estimates.

Hydrologic & Hydraulic Floodplain Analysis, Village of Hebron – Hebron, Ohio

| Quality Assurance and Quality Control for this comprehensive hydrologic and hydraulic analysis of four miles of major stream reaches to improve the accuracy and detail of flood hazard information available to the Village. The project determined that four culverts within the existing system significantly detained flood flows and that one of the storage areas would overflow the detention area. The resultant model has also been provided to FEMA in a letter of map revision (LOMR) submittal.

Manhattan Creek Restoration & Stabilization, The Conservation Foundation – Manhattan, Illinois

| Project Manager for the restoration of approximately 5,200 linear feet of Manhattan Creek. Project included floodplain/floodway analyses, geomorphology analysis and design, and was permitted through the USACE and IDNR. Derrick was responsible for final engineering plans and specifications.

Hadley Valley West Preserve, Forest Preserve District of Will County – New Lenox, Illinois

| Drainage Engineer for restoration of approximately 6,700 linear feet of Spring Creek. The overall restoration plan involved earthwork, drain tile removal, creek re-meandering, installation of riffles, erosion control measures, and planting and seeding of approximately 300 acres of wetland and savanna communities. Derrick was responsible for the final engineering plans, general specifications, and special provisions as well as the floodplain and floodway analyses, geomorphology analysis, re-meander design, and permitting through USACE and IDNR.

Pape Island Shoreline Stabilization, Fox Waterway Agency – Fox Lake, Illinois

| Drainage Engineer for engineering design and construction oversight for bank stabilization of 2,100 linear feet of shoreline that was severely eroded by wind, boat waves, and ice shear during spring melts. The construction obstacles of providing materials and equipment to the shoreline of an island were overcome through creative design and implementation techniques within the stabilization methods themselves. Derrick was responsible for the construction oversight including field design changes, preparation of engineer daily reports, review of payment requests, and coordination with the owner, contractors, and regulatory agencies.

1900 Spring Road South, Franklin Partners, LLC – Oak Brook, Illinois

| Permitting Specialist for redevelopment of an eight-acre office property. Project included both steady state and unsteady (FEQ) hydraulic modeling. Proposed improvements modified the regulatory floodway and floodplain and required approvals from the Village, DuPage County, IDNR-OWR, and FEMA.

PETER REINHOFER, P.E.

TRAFFIC ENGINEER



Peter is a Senior Project Manager with experience in transportation engineering, urban planning, traffic engineering, and transportation planning working with both public and private sector clients. Through his work on numerous projects at the state and regional level mixed with local community and private development studies, Peter has been a leader in creating a balanced approach to transportation planning that serves transit, pedestrians, bicyclists, and motorists while creating a safe and comfortable environment for all users.

YEARS OF EXPERIENCE

V3: 14 | Total: 25

EDUCATION

Bachelor of Science, Civil Engineering,
Marquette University

CONTINUING EDUCATION

ACEC Illinois: IDOT Phase I Training
PSMJ: Project Manager Bootcamp
Northwestern University: Highway
Capacity Workshop
University of Wisconsin: Timing Traffic
Signals
Wisconsin DOT: Paramics Training

REGISTRATIONS

Professional Engineer: Illinois,
#062-056323, 2003

ASSOCIATIONS

American Public Works Association
Institute of Transportation Engineers

Water Street Redevelopment Streetscape Improvements, City of Naperville & Marquette Companies

– *Naperville, Illinois* | Traffic Engineer for this high-profile, two-acre redevelopment in downtown Naperville with a 524-space parking structure as well as hotel, office, retail, and restaurant land use. Project included a new retaining wall along the DuPage River which created pedestrian access to the river walk network. Streetscape improvements included new storm sewer and watermain, new traffic signal at the intersection of N. Aurora Avenue and Webster Street, decorative street lighting, ADA sidewalk, ramp, and brick pavers. Peter assisted with the traffic analysis and developing a “Toolbox” of traffic operation modifications that can be implemented as traffic issues arise in the area.

Freedom Plaza, Superhost Hospitality

– *Naperville, Illinois* | Project Engineer leading the traffic engineering and parking effort for the proposed development which includes a hotel with banquet facility and four restaurants. A parking management and traffic management plan were developed for special events when the banquet hall will be at maximum occupancy, which includes an overflow parking plan with remote parking and shuttles. Peter conducted extensive review of parking facilities at other Chicago-area hotels with banquet facilities to determine parking ratios for the site.

Macy’s Redevelopment at Northbrook Court, Brookfield Properties

Retail – Northbrook, Illinois | Traffic Engineer for the proposed mixed-use redevelopment of 15 acres within the mall for the construction of retail/ restaurants, a grocery store, and a new multi-family building. A traffic impact study was completed to analyze the impacts of the new trips generated by the proposed development taking into account the reduction in traffic due to the demolition of the existing Macy’s building. Additionally, an assessment of the Ring Road was conducted which included as assessment of rerouting the internal circulation to improve the internal operations of the mall.

Parking Lot 10 Improvements & Green Infrastructure Elements, Village of Oak Park – Oak Park,

Illinois | Traffic Engineer for the traffic impact study of Parking Lot 10 as part of a green infrastructure partnership program grant awarded to the Village by Metropolitan Water Reclamation District of Greater Chicago. The study will determine if a one-way option can be configured to allow for better traffic flow as well as to gain more space for sidewalks. The parking lot will likely be designed as a permeable paver lot to mimic the look of the rest of the Village’s brick sidewalks and streets, and lighting improvements to the parking lot will also be considered.



State Street Multimodal Implementation Plan, City of Lockport

– Lockport, Illinois | Project Manager for a complete streets project to provide solutions to the current design of State Street, which is an impediment to the growth of downtown Lockport and acts as a barrier that separates the east side of downtown from the west side. Peter led the effort to meet with local stakeholders and IDOT and held a community workshop to introduce the purpose of the project, gain an understanding of community concerns, and develop goals and visions for the area.

Restoration Hardware Development at Oakbrook Center, Brookfield

Properties Retail – Oak Brook, Illinois | Traffic Engineer for the proposed development of a 42,000-square-foot Restoration Hardware located in an existing parking lot area along 22nd Street. Peter led the traffic impact study to determine potential impacts to the external and internal roadways and intersections. A review of the internal circulation was also conducted to integrate the site with the rest of the mall.

Traffic Engineering Review Services, Villages of Woodridge & Villa Park

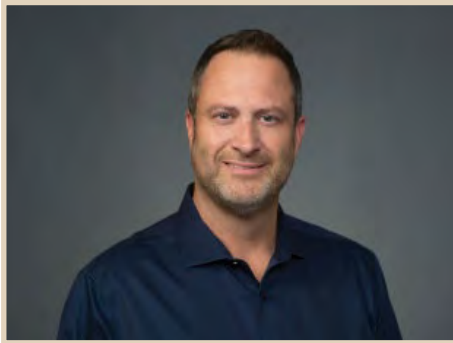
– Woodridge & Villa Park, Illinois | Project Manager providing traffic engineering and review services as part of larger Village review services contracts and include traffic projections, traffic modeling, transportation studies, intersection design studies, and traffic signal design. V3 has developed a streamlined approach to review services that benefit both the client and developers. In addition, improvements are recommended to existing transportation systems to improve safety and mobility for vehicular and non-vehicular traffic through a reduction in congestion and increased efficiency.

Various Transportation Studies – Illinois & Indiana | Project Manager/Engineer for numerous traffic engineering studies. The scope of work for the traffic studies included data collection, existing and future intersection capacity analyses, traffic signal warrant analysis, development of alternatives to mitigate impacts, and feasibility analyses of alternatives. Submittal to local villages, towns, cities, counties, and IDOT was required. Provided below is a representative list of completed traffic impact studies:

- *IL Route 83 Widening & Improvements at 10 N. Main Street – Mount Prospect, Illinois*
- *Greater Chicago Food Depository TIS – Chicago, Illinois*
- *Oak Brook Medical Office TIS – Oak Brook, Illinois*
- *7-Eleven Fuel Store TIS – Downers Grove, Illinois*
- *7-Eleven Fuel Store TIS – Alsip, Illinois*
- *Northbrook Court Macy's Redevelopment TIS – Northbrook, Illinois*
- *IBLP Redevelopment TIS – Hinsdale, Illinois*
- *Downtown Highwood Mixed-Use Redevelopment TIS – Highwood, Illinois*
- *Pulte Kildeer Development Roadway Design – Kildeer, Illinois*
- *IL Route 47 Warehouse Development TIS – Morris, Illinois*
- *Deer Crossing of Joliet TIS – Joliet, Illinois*
- *Authentix Residential Development TIS – McHenry, Illinois*
- *Authentix Residential Development TIS – Cottage Grove, Wisconsin*
- *Downtown Elmhurst Multi-Family Redevelopment TIS – Elmhurst, Illinois*
- *1241 W. Division Street Redevelopment TIS – Chicago, Illinois*
- *Molto Properties 75th Street Redevelopment TIS – Woodridge, Illinois*
- *Kroger Fuel Site TIS – Findlay, Ohio*
- *Christ Church of Oak Brook TIS – Oak Brook, Illinois*
- *Central DuPage Hospital Traffic Analysis – Winfield, Illinois*
- *YRC Freight Truck Terminal TIS – Chicago Ridge, Illinois*
- *King Abdulaziz City for Science & Technology – Riyadh, Saudi Arabia*
- *Lisle Transitional Care TIS – Lisle, Illinois*
- *ITW David Speer Academy High School TIS – Chicago, Illinois*
- *Industrial Redevelopment TIS & Roadway/Signal Plans, IL Route 53 – Romeoville, Illinois*
- *Main Street Village TIS & Traffic Signal Plans – Lisle, Illinois*
- *American Academy of Pediatrics TIS – Itasca, Illinois*
- *Pedestrian Signal Modifications – Mount Prospect, Illinois*
- *Children's Learning Academy TIS – Aurora, Illinois*
- *Weber & Normantown Retail Center – Romeoville, Illinois*

RYAN HARTLEY, P.E.

ENVIRONMENTAL



Ryan is a Senior Project Manager with environmental consulting experience in many key areas including project management, due diligence, environmental remediation, strategic planning and analysis, regulatory compliance and negotiations, and client relations. In addition, Ryan has experience in wastewater permitting, water and stormwater compliance, clean construction demolition and debris certification, Illinois Site Remediation Program, Emergency Planning and Community Right-to-Know Act, National Pollutant Discharge Elimination System permit program, and Resource Conservation and Recovery Act.



YEARS OF EXPERIENCE

V3: 9 | Total: 27



EDUCATION

Bachelor of Science, Environmental Engineering, Purdue University



CONTINUING EDUCATION

OSHA HAZWOPER:

- 40-hour/8-hour Refresher
- Supervisor



REGISTRATIONS

Professional Engineer: Illinois, #062-056669, 2003



ASSOCIATIONS

American Railway Engineering & Maintenance-of-Way: Committee 13-Environmental

Former Texaco Petroleum Refinery Reuse, City of Lockport – Lockport, Illinois

| Senior Environmental Engineer providing pre-acquisition environmental due diligence services to assist the City of Lockport in shaping future reuse of nearly 200 acres of the former Texaco petroleum refinery which is bisected by the I&M Canal and located along the Chicago Sanitary and Ship Canal. Pre-acquisition services included in-depth reviews and consultation related to the investigation, risk-assessment, and remediation documentation underlying the closure activities, as well as in-depth review of the RCRA post-closure permit, including the closure status of hazardous waste management units and solid waste management units. V3 also completed an “all appropriate inquiry” compliant Phase I environmental site assessment prior to the City taking title of the land as well as a Phase II environmental site assessment of 13 acres.

Sims Metal Management, Sterling Bay – Chicago, Illinois

| Senior Project Manager for the environmental assessment, remediation, and regulatory closure of a five-acre former scrap metal recycling site located along the North Branch of the Chicago River. Environmental conditions included leaking petroleum underground storage tanks, bailer hydraulic oil releases, TSCA PCBs, PNAs, and various heavy metals. Ryan was responsible for remediation management of the site remediation program properties, including managing environmental subcontractors, development and execution of IEPA approved remedial action plans, establishing and satisfying client redevelopment objectives, health and safety, schedule and budget management, remedial strategies, resource management of environmental consulting team, and negotiations with IEPA and USEPA.



Lincoln Yards North Site Preparation & Cleanup, Sterling Bay – Chicago, Illinois | Senior Project Manager for the environmental assessment, remediation, and regulatory closure of more than 55 acres of assembled land planned for future redevelopment. The land sites include the Former A. Finkl & Sons Co. steel mill, former Lakin General Corporation facility, and a former Sims Metal Management scrap metal recycling facility. Ryan is responsible for remediation management of the site remediation program properties including managing environmental subcontractors, development and execution of IEPA approved remedial action plans, establishing and satisfying client redevelopment objectives, health and safety, schedule and budget management, remedial strategies, resource management of environmental consulting team, and negotiations with IEPA and USEPA.

Central Plaza Redevelopment, Village of Mount Prospect – Mount Prospect, Illinois | Project Manager for a multiple underground storage tank removal and dry cleaner investigation as well as remediation project through the site remediation program. Project included successful pre-treatment of chlorinated solvents to lower contaminant levels below resource conservation and recovery act land disposal restrictions. Ryan received a no further remediation letter to position the site for residential redevelopment.

Crawford Generating Station, 39 North LLC – Chicago, Illinois | Senior Project Manager for environmental assessment, remediation, and regulatory closure of a 70-acre, former coal-fired power plant for future redevelopment. Ryan is responsible for overall environmental program management, including establishing and satisfying client redevelopment objectives and stakeholder management. He is also providing direction of V3's project team, schedule and budget management, remedial strategies, approval and negotiation of cleanup plans with the IEPA, overall project reporting, and managing subcontractors.

Former BP Refinery – Wood River, Illinois | Project Account Manager for the resource conservation and recovery act remediation at the closed BP refinery. Ryan was responsible for ensuring compliance with two resource conservation and recovery act Part B permits including groundwater monitoring, corrective action investigations, agency reporting, remediation system strategy, and implantation, plus site and system maintenance. He also managed the \$8-million annual budget for remediation and site operations activities, including cost estimation and spend forecasting, development of site health, safety, and environment program, negotiating with regulatory stakeholders, and assisting in the creation a three-dimensional tax parceling concept.*

Ameren LaSalle Canal, Ameren – LaSalle, Illinois | Senior Project Manager providing owners representative services for the management of on-site environmental remediation related to a former manufactured gas plant. V3 is responsible for achieving project goals and milestones safely within approved project schedules and cost parameters to reduce environmental liabilities and associated reserves. Ryan is acting as client liaison to various stakeholders including consultants, subcontractors, regulatory agencies, municipalities, communities, and other stakeholders.

Various Environmental Compliance Projects, Sears, Roebuck, & Co. – Illinois | Account Manager responsible for directing commercial retail teams serving \$2 million in annual projects. Ryan managed compliance projects, including Phase I and II Investigations, oil and water separator engineering systems, permitting and installations, groundwater monitoring, and site closures. Other responsibilities included coordinating projects for client programs including hydraulic lift removal, spill prevention, control and countermeasure plans, soil and vapor extraction system remediation, and reagent injection.*

Lincoln Yards South Air Monitoring, Sterling Bay – Chicago, Illinois | Senior Project Manager responsible for managing third-party air monitoring during demolition activities. V3 established and monitors a network of fence line air sensors and works closely with the contractors to alert them of potential air quality issues generated by onsite activities. Additionally, the V3 team is developing a project record that demonstrates effective dust suppression and project controls during demolition activities.

TIMOTHY R. PECENIAK, P.E.

TESTING SERVICE CORPORATION

**Senior Geotechnical Engineer
Geotechnical Engineering Department****PRIMARY RESPONSIBILITIES**

Project Supervision and Preparation of Geotechnical Reports.

EDUCATION

B.S. in Civil Engineering, University of Illinois, 2003

PROFESSIONAL REGISTRATION

Professional Engineer: Illinois, No. 062.061269, 2008

PROFESSIONAL EXPERIENCE

Testing Service Corporation, Project Engineer, August 8, 2005 - Present
Everest Engineering, Geotechnical Engineer, 2004 - 2005

EXPERIENCE HIGHLIGHTS

Mr. Peceniak's primary responsibilities includes planning, supervision, analysis and report preparation of geotechnical investigations for numerous types of projects such as roadways, culverts, retaining walls and bridges as well as sewers, water mains, lift stations, elevated water towers and wastewater treatment facilities. Other types of projects include residential, industrial, commercial and business park developments as well as monopole sign structures.

Recommendations have included shallow foundations and deep foundation systems such as drilled piers (caissons) and driven piles as well as aggregate piers. Other responsibilities include global stability of geogrid-reinforced segmental, sheet piling and concrete retaining walls, as well as embankments, cut slopes and earthen embankments modeled by computer studies. His experience includes numerous projects where various types of retaining wall systems were evaluated for a given set of surface and subsurface conditions. He has evaluated pavement conditions and created pavement designs for large commercial and residential roadways.

His early experience as a field/geotechnical engineer included supervision of boring layout, utility clearance and supervision of geotechnical drilling and sampling, testing and observation of foundation soils and engineered fill. This work also included laboratory testing as well as direct supervision of quality control testing for concrete, asphalt and soil.

SELECTED PROJECT EXPERIENCE**Building Redevelopment, Northfield, Illinois - 2022**

Redevelopment plans called for the construction of an approximate 10,000 sf building to replace the existing buildings at the site. The proposed building will likely consist of a 1 to 2-story structure with a 10-foot basement under a part of the building.

Industrial Redevelopment, Lake Zurich, Illinois - 2021

Industrial redevelopment was planned for a 19-acre site. The two existing buildings and pavements were to be demolished to make way for new construction. Proposed building plans were not determined at the time the report was written.

Industrial Redevelopment, Chicago, Illinois - 2021

Industrial redevelopment was planned for a 31-acre site. The various existing buildings as well as pavements were to be demolished to make way for new construction. Plans called for the construction of three (3) new industrial type buildings at the site. The buildings were to consist of 1 to 2-story slab-on-grade structures that are about 60,000 to 340,000, sf in size.



Karsten D. Pawlik

Summary of Qualifications

- Bachelor of Science in Civil Engineering
- Experience in layout, supervision, estimating and project management.
- Extensive computer experience in Excel, Primavera, Hard Dollar, Agtek, Paydirt, Bidtek, Timeline and Profession File

Work Experience

Alpine Demolition Services, LLC – July 2002 - Present

- Operations Manager responsible for safety and project management.

American Demolition Corporation - January 1995 – July 2002

- Project Manager responsible for a variety of selective and complete demolition projects
- Estimator for large array of demolition projects from simple houses to complex industrial plants.
- Corporate Safety Director directing safety policy, training and job site actions.
- Responsibilities include planning and coordination of crews to assure that all projects are performed as per plans and specifications

Jensen of Jacksonville - April 1993 - January 1995

- Project Engineer and estimator for several City of Jacksonville, Florida Dept. of Transportation and Jacksonville Transit Authority projects, and private projects
- Project Engineer responsibilities include pay estimates, change orders, scheduling and other tasks to assist the Project Manager
- Estimating responsibilities include take-off, pricing and planning of road work including earth work, concrete flat work, storm, water and sewer

Plote, Inc. - May 1990 - April 1993

- Estimator and Project Manager responsible for a variety of public (IDOT, County and City) and private (subdivisions, shopping centers) projects
- Estimating quantity take off, job costing, subcontractor negotiations, and marketing in order to become the successful bidder
- Project Manager duties include scheduling, budgeting, change order tracking, and a variety of problem solving issues to assure success of the project

Plote, Inc. - 1989 (Summer)

- Field Engineer responsible for reading and interpreting of plans for the layout of an eighteen (18) hole golf course

Paschen-American Joint Venture - 1988 (Summer)

- Earth moving foreman assisting in the supervision, management, and documentation of a large earth moving operation (construction of Interstate 355)

E & E Hauling - 1986 (Summer)

- Wrecking foreman assisting in ordering trucks, equipment and materials for small demolition projects

Karsten D. Pawlik

(continued)

Education

Master of Business Administration - May, 1997

Northern Illinois University - DeKalb, IL (Hoffman Estates Campus)

- General degree in business with an emphasis on management
- Course work included finance, accounting, marketing and management information sciences

Bachelor of Science in Civil Engineering - May, 1990

University of Florida - Gainesville, FL

- Course work included construction management, soils, waste waters, structures, surveying, transportation, and computer programming

Major Projects

- **Wrigley Field Renovations**
- **Metra Englewood Flyover Bridge**
- **Hangers, Food Kitchens, Equipment Maintenance, Fire Station Buildings for O'Hare Airport 9C-27C expansion.**
- **Des Plaines and O'Hare Oasis over ISTHA.**
- **Cook County Hospital Fantus Hall**
- **CDB Illini Hall**

Associations

Current

VP of Illinois Mechanical & Specialties Contractors Assoc.

Board Member National Demolition Association

- **Industry Committee Member**
- **2023 Convention Chair**

Risk Control Chair for TITAN Insurance.

Past

ASA Chicago President and Board Member

Fox Valley AGC Board Member

Cub Scout Den Leader

Tri City's Football Coach



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Prior to commencement of the Services governed by contract between the City of St. Charles (**City**) and the Professional Service Provider (**Insured**), the Professional Service Provider shall provide the City with satisfactory evidence of insurance coverage, and when requested, evidence of each of its subcontractors, consultants and agents hired to provide the services for the Project.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.
2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.
 - a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.
3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.
4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.
5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):
 - a. All Commercial General Liability policies must include Blanket Contractual coverage .
 - b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Professional Service Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.
7. Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Agreement will terminate.



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER and INSURED sections. Includes fields for CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project Name, Project Number (when applicable)
The City of St. Charles is added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis...

CERTIFICATE HOLDER: City of St. Charles, 2 E. Main St., St. Charles, IL 60174. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature.

Change Order: *Downtown Riverfront Property Feasibility Study*

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions |
| <input type="checkbox"/> Change in Scope | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> | |

2. The effect of this change is (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____ | <input type="checkbox"/> Extension of _____ (calendar / work) days |
| <input type="checkbox"/> Material is increased by \$ _____ | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ | |
| <input type="checkbox"/> | |

3. Attachments Supporting Change Order (check all that apply)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) | |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	a	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	b	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	c	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	d	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	e	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? No	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

City Project Manager _____ date _____

City Administrator _____ date _____

Contractor/Professional Service Provider _____ date _____