

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
RONALD SILKAITIS, CHAIRMAN**

**MONDAY, JUNE 24, 2019, 7:00 P.M
CITY COUNCIL CHAMBERS
2 E. MAIN STREET, ST. CHARLES, IL 60174**

1. CALL TO ORDER

2. ROLL CALL

3. ADMINISTRATIVE

- a. Electric Reliability Report – Information only.
- b. Natural Resources Commission Minutes – Information only.

4. OMNIBUS VOTE

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

5. PUBLIC WORKS DEPARTMENT

- a. Consideration of Request by Property Owner of 710 Fox Glen Drive to Fund a Wall Surrounding a Portion of Property Due to Adverse Effects of the Red Gate Bridge.
- *b. Recommendation to approve Intergovernmental Agreement with St. Charles Library for Placing Drop Box at New Police Station.
- *c. Recommendation to award the Bid for Concrete Construction Services Contract.
- d. Recommendation to award the Bid for Parking Deck Maintenance and Repair Services.
- *e. Recommendation to approve Budget Addition to Use Funds Received from an Energy Efficiency Grant in FY18/19 to Increase the FY19/20 Street Retrofit Program.

6. POLICE DEPARTMENT

- *a. Dash in the Dark 5K – Information only

7. EXECUTIVE SESSION

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

8. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS

9. ADJOURNMENT

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahan, 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 jmcmahan@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).



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: June 24, 2019

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

Attachments *(please list):*

May 2019 Outage Report

May 2019 Streetlight Repair Report

Recommendation/Suggested Action *(briefly explain):*

For information only.

Streetlight Repair Report

Expectation: Streetlights will be repaired within 10 days of notification.

Fiscal Year	Number of Lights Repaired	Average Days to Repair
2019	873	5.7

2020

Month Light Was Repaired	Number of Lights Repaired	Average Days to Repair
May	27	10.0
June		
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.b

Title: Natural Resources Commission Minutes – Information only

Presenter: AJ Reineking

Meeting: Government Services Committee

Date: June 24, 2019

Proposed Cost: \$ n/a

Budgeted Amount: \$

Not Budgeted:

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

A duty of the Natural Resources Commission is to advise and consult with the Government Services Committee. The May 9, 2019 Natural Resources Commission meeting minutes are attached.

Attachments *(please list):*

* Natural Resources Commission Minutes – May 2019 meeting minutes.

Recommendation/Suggested Action *(briefly explain):*

For information only.

**MINUTES
CITY OF ST. CHARLES
NATURAL RESOURCES COMMISSION MEETING
RALPH GRATHOFF, CHAIRMAN
MAY 9, 2019**

Members Present: Chairman Ralph Grathoff, Isabella Bernat, Jon Duerr, Chloe Fanning, Tom Galante, Heather Goudreau, Lee Haggas, Ryan Johnson, Jillian Leturno, Loren Nagy, Pam Otto

Members Absent: Kathy Brens, Suzi Myers, Caroline Wilfong

Others Present: Chris Adesso, Marcelline D'Argento

Visitors Present: Naman Patel

1. Call to Order & Pledge of Allegiance

The meeting was convened by Chair. Grathoff at 7:01 p.m.

2. Introduction of Visitors, Comments and Concerns

Naman Patel introduced himself to all present. Mr. Patel, a high school senior at St. Charles East High School, was in attendance at the Natural Resources Committee [NRC] meeting in connection with a school project, Government for a Day. Mr. Patel requested the NRC's input regarding his project to redevelop the St. Charles Police Department site into a restaurant. The Commissioners and City staff provided Mr. Patel with suggestions and information including consideration of building by the Fox River, existing utilities, flood plains, and traffic patterns. Comm. Duerr noted the importance of preserving the integrity of the walking path by the river which was established in the 1930's. Mr. Patel thanked the Commissioners and staff for their input.

3. Minutes Review and Approval

Motion to approve and place into the public record the minutes of the April 11, 2019 Natural Resources Commission [NRC] meeting. Motion by Comm. Otto, second by Comm. Nagy to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:16 p.m.

4. Old Business

A. Arbor Day

Commissioners and staff complimented the NRC Student Commissioners on their presentations at the Arbor Day celebration. Comm. Otto noted attendance was down at this year's Arbor Day event. Several Commissioners discussed possibly changing the location from Lincoln Park to the elementary school [or other location] where the Arbor Day tree planting will be held, and combining the tree planting with the Arbor Day celebration. Traffic noise on Main Street on Friday afternoons is also an issue. Other possible locations for the event may be Delnor Woods or Mount St. Mary's Park. Comm. Goudreau requested clarification as to the goals for the Arbor Day celebration. Ms. D'Argento explained an Arbor Day celebration is required and certain criteria must be met to fulfill the requirements of St. Charles' Tree City USA designation. Arbor Day 2020 plans will be further discussed at the June 2019 NRC meeting.

B. Storm Drain Markers

The storm drain markers have been received at Public Works and are ready to be installed. Storm drains in the downtown area will be targeted for installation. Commissioners will meet in the parking lot at City Hall on Thursday, June 6, 2019 at 6:00 p.m. and complete one drain

together before separating to install additional storm drain markers in the designated areas. Mr. Adesso will provide maps of the targeted areas.

5. New Business

A. Greenest Region Compact Tool

Comm. Otto reported on a meeting with the City of Batavia's Environmental Commission. The Batavia Commission utilizes a Greenest Region Compact [Compact] framework tool as a guide for planning, establishing goals and assessing their accomplishments. Comm. Otto suggested the framework tool could be used by the NRC to form sub-committees and join other municipalities in establishing a regional approach to environmental-related initiatives. Mr. Adesso noted the NRC's formal support and approval by City Council would be required to adopt the philosophies of Compact. Additionally, Mr. Adesso explained St. Charles is a voting member of the Mayors Caucus but has not yet approved a resolution to become part of the Compact. Chair. Grathoff noted the ten categories of the Compact form the basis for a natural resources management plan, and asked the Commissioners to review the categories for further discussion at the next NRC meeting in June. The ten categories are: 1) climate, 2) economic development, 3) energy, 4) land, 5) leadership, 6) mobility, 7) municipal operations, 8) sustainable communities, 9) water and 10) waste and recycling.

6. Committee Reports

A. Education Committee

In Comm. Myers absence Ms. D'Argento distributed the production schedule and article guidelines for the City newsletter, *The Den*. The topic of NRC submissions for *The Den* was previously discussed at the April 2019 meeting, and several Commissioners have already committed to writing articles. However, articles are still needed for October, November and December 2019, and January 2020.

B. Langum Woods Clean-Up Committee

Comm. Otto reported she and Comms. Johnson and Myers hosted a wildflower walk in Langum Woods on Sunday, May 5th. Six members of the community were in attendance. There were a variety of wildflowers in bloom, and Comm. Johnson reported they saw an owl's nest with a fledgling in the back of the woods. The participants all had favorable comments, and Comm. Otto suggested that the wildflower walk should be an annual event.

C. New Committee

Comm. Goudreau reported the location for the proposed NRC-sponsored recycling event and pumpkin collection in November is under discussion. She suggested the needs of local charitable organizations could be assessed in connection with recycling items people have already at their homes. Items such as blankets, for example, could be recycled and collected by local charities to help the people they serve and keep items out of landfills. Comm. Otto reported the St. Charles Park District sponsors an annual collection of gently used school supplies at the end of the school year. Comm. Otto noted many unopened reams of notebook paper are collected every year, and suggested possibly working with School District 303 to modify school supply lists to reduce the purchase of unused supplies. Mr. Adesso explained once a location for the recycling event and pumpkin collection is determined, City Council approval will be required.

May 9, 2019

7. Public Services Division Tree Activity Reports April 2019

Motion to approve and place into the public record the Public Services Division Tree Activity Reports for the month of April 2019. Motion by Comm. Nagy, second by Comm. Haggas. Voice vote: unanimous; nays – none. Motion carried at 8:03 p.m.

8. Additional Items

A. Commissioners

Comm. Johnson requested maps of the City's exposed or day-lighted storm water infrastructure such as retention areas to determine the possibility of naturalizing the areas for ecological benefits. Mr. Adesso agreed to provide the requested maps, and explained the vast majority of storm water infrastructure in the City is privately owned, but there are several City-owned areas. Mr. Adesso noted he had previously discussed with the NRC a recently naturalized retention basin located on Foxfield Road east of Dunham Road, but there are more retention areas Comm. Johnson can review. Comm. Johnson suggested hosting a community field trip to a City-owned storm water area to inform and show the public naturalized projects the City has successfully completed.

Comm. Goudreau encouraged the Commissioners to send her photos and information for the NRC's Facebook page, and to offer any suggestions for possible tours, classes, events, etc. the NRC can promote.

Student Comm. Bernat asked if the City offers incentives to encourage renewable energy such as solar power [she is also working on a Government for a Day project]. Mr. Adesso explained the City offers a utility credit to residents with solar panels. Specifically, if a resident generates more solar energy than they use, the surplus flows into the City's electric grid and the resident receives a credit on their utility bill. Mr. Adesso suggested she contact the City's Community and Economic Development Department for additional information regarding any incentives for renewable energy, and Tom Bruhl, Electric Services Manager, for energy rate structure information. Comm. Otto stated when the Park District's Hickory Knolls location was built as a LEAD solar facility they worked a company called Earth Wind and Solar which relies on grant funding to complete projects.

B. City Staff

None.

C. Visitors

None.

D. Adjournment

Motion to adjourn the meeting. Motion by Comm. Nagy, second by Comm. Otto. Voice vote: unanimous; nays – none. Motion carried at 8:15 p.m.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.a

Title:

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

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: June 24, 2019

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

Budgeted Amount: \$0

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

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

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

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

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

Attachments *(please list):*

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

Recommendation/Suggested Action *(briefly explain):*

Discussion and Feedback



#1 City for Families
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Dear Sirs,

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

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

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

The basis for the wall is threefold:

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

Background Information:

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

RAYMOND P. ROGINA *Mayor*

MARK KOENEN, P.E. *City Administrator*

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

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

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

Best Regards,

James Martin Jones

Cellular: 312-480-0018

E-mail: marline@icloud.com



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Population: 2000 Census (100%)
 Coordinate System: State Plane Illinois East
 North American Datum 1983
 Printed on: June 18, 2010 08:37 AM



710 Fox Glen Drive

0 50 100 Feet

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Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Precision: Barrow's Hexagon
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: June 18, 2019 08:53 AM



0 42 83 Feet

710 Fox Glen Drive - Proposed Fence

This map was created by planning support only and is provided as is, without warranty of any kind, either expressed or implied. The information contained may contain proprietary and confidential information of the City of St. Charles, Illinois. Under Illinois State Copyright laws the user may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.
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AGENDA ITEM EXECUTIVE SUMMARY

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

Presenter: Mark Koenen, Jim Bernahl

Please check appropriate box:

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

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

Included as part of the Red Gate Bridge expense.

Executive Summary:

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

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

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

Attachments:

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

Recommendation/Suggested Action

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

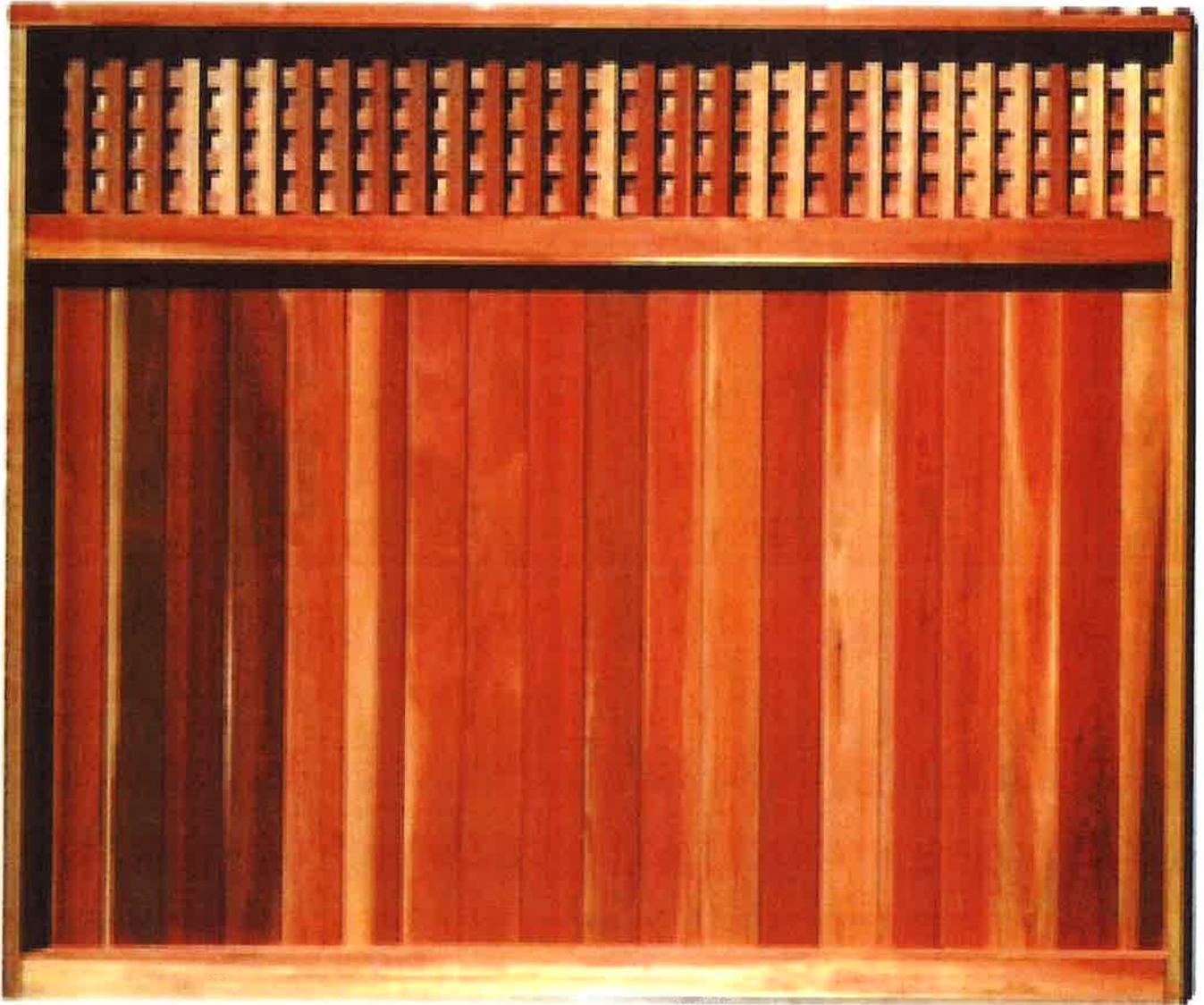
For office use only:

Agenda Item Number: 4.c

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Elgin, IL 60120
(847)622-8860
Fax (847)622-0479

www.fenceconnectioninc.com

~Proposal~

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

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

REF: Neighborhood Fence Project

DATE: May 24, 2012

Scope of Work

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

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

Total \$76,000.00

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

Total \$89,900.00

MBE/Union Certified

THIS PROPOSAL IS VALID FOR THIRTY DAYS ONLY

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

Name: Juan Escobar
Commercial Project Manager/Estimator



Fence Connection Inc.

970 Villa St.

Elgin, IL 60120

(847)622-8860

Fax (847)622-0479

www.fenceconnectioninc.com

~Proposal~

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

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

REF: Neighborhood Fence Project

DATE: July 6, 2012

Scope of Work

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

Total \$48,000.00

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

TOTAL \$57,000.00

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

TOTAL \$52,750.00

MBE/Union Certified

THIS PROPOSAL IS VALID FOR THIRTY DAYS ONLY

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

CALL ME IF YOU NEED ANY OF THE ITENS LISTED IN EXCLUSIONS. We are fully bondable and insured. www.fenceconnectioninc.com

Name: Juan Escobar
Commercial Project Manager/Estimator

PEERLESS FENCE

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

**PROPOSAL AND
ACCEPTANCE**

Attn: Robert Masulis

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

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

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

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

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

Total \$ 67,021.00

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

Total Add \$ 6,503.00

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

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

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

Total \$ 63,927.00

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

Total Add \$ 5,891.00

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

Total < \$ 6,000.00 >

Option # 3

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

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

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

Total \$ 66,598.00

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

Total < \$ 5,100.00 >

Option # 4

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

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

Total \$ 91,370.00

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

Total < \$ 7,200.00 >

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

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

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

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

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

OWNER MUST OBTAIN ALL PERMITS.

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

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

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

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

Date of Acceptance _____

Authorized Signature: _____

John M. Seger, Commercial Sales

PEERLESS FENCE

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

Signature _____

Signature _____

Peerless Fence

(A division of Peerless Enterprises, Inc.)

33W401 Roosevelt Road

West Chicago, IL 60185

630-584-7710

630-584-7746 fax

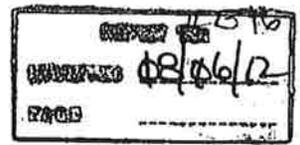
President HOA: Robert Masulis
Project: Traditional Wood Fence
Owner: Woods of Fox Glenn HOA
Peerless Job Number: TBD

Robert;

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

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

Regards,
John M. Seger
Commercial Sales



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

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

Members Absent: Aldr. Carrigan, Aldr. Lewis

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

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

2. Roll Call

K. Dobbs:

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

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

3.b. EAB Control Efforts
Information only.

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

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

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

~~No further discussion.~~

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

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

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

~~No further discussion.~~

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

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

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

Power Point presentation by Mark Koenen.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No further discussion.

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

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

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

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

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

~~No further discussion.~~

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

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

No further discussion.



2013K023770
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

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

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

Recording Cover Page

This page added for the purposes of affixing Recording Information

Deed _____

Other Landscape Screen Construction and Reimbursement Agreement

UCC

Plat

Remarks:

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

ch

LANDSCAPE SCREEN CONSTRUCTION
AND REIMBURSEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

If to Owners:

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

If to the City:

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

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

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

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

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

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

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

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

OWNERS:



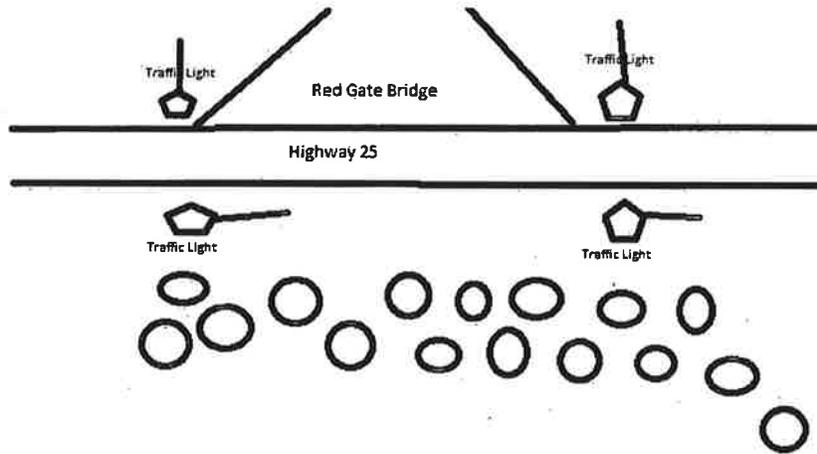
Anne D. Jones

CITY OF ST. CHARLES,
an Illinois municipal corporation

By: 

Director of Public Works

JK



710 Fox Glen Drive

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *5.b

Title:

Recommendation to Approve Intergovernmental Agreement with St. Charles Library for Placing Drop Box at New Police Station

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: June 24, 2019

Proposed Cost: NA

Budgeted Amount: NA

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

Recognizing that the New Police Station site would be a convenient location for City residents to return library books, the St. Charles Library requested installation of a free-standing book drop box on City property. The Police Station site design incorporates a concrete pad in the main parking lot to receive such drop boxes. A City of St. Charles drop box for bills and a US post office box will be next to the library drop box providing convenience to our residents, especially those on the West side. The Municipal building currently has a similar arrangement.

The Intergovernmental Agreement will be automatically renewed on an annual basis unless either party requests termination of the agreement. The St. Charles Library is responsible for the purchase, installation and maintenance of their drop box and will indemnify and hold harmless the City. Therefore, there is no cost to the City. The City attorney reviewed the agreement.

Attachments *(please list):*

*Intergovernmental Agreement Between St. Charles Public Library District and the City of St. Charles Regarding the Installation of a Book Depository dated 8 July 2019

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve Intergovernmental Agreement with St. Charles Library for Placing Drop Box at New Police Station.



St. Charles Public Library
One South Sixth Avenue
St. Charles IL 60174
630-584-0076 ■ FAX 630-584-9262
scpld.org

**INTERGOVERNMENTAL AGREEMENT BETWEEN
ST. CHARLES PUBLIC LIBRARY DISTRICT AND THE CITY OF ST. CHARLES
REGARDING THE INSTALLATION OF A BOOK DEPOSITORY**

This Agreement is made this 15th day of July, 2019, between the St. Charles Public Library District, (the “Library”) Kane and DuPage Counties, Illinois, duly organized under the Public Library District Act of 1991, 75 ILCS 16/1-1, et seq. and the City of St. Charles (the “City”), Kane County, Illinois (collectively the “Parties”);

WITNESSETH:

Whereas, the 1970 Illinois Constitution Art. 7, Sec. 10, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), authorize public agencies and units of local government, including tax0supported public library districts, to enter into intergovernmental agreements to exercise and jointly employ their respective powers, privileges, or authority, and jointly perform any governmental service, activity or undertaking; and the Parties are “units of local government” as defined by the 1970 Constitution of the State of Illinois, Art. 7, Sec 10; and

Whereas, the Parties recognize that an outdoor, free-standing book depository (“the Depository”), as depicted on Exhibit “A”, at the St. Charles Police Station, 1515 West Main St., St. Charles, Illinois (the “Property”) , located as depicted on Exhibit “B”, will be convenient for the persons who live on the far west side of St. Charles, which is within the jurisdictional boundaries of the Library;

Now Therefore, pursuant to the aforesaid legal authority and in consideration of the mutual promises and covenants hereafter set forth, the adequacy and sufficiency of which is hereby acknowledged, the **Parties mutually agree as follows:**

Section 1. Recitals: The aforesaid recitals are incorporated herein as substantive provisions of this Agreement.

Section 2. Book Depository. The Parties agree that installation of the Depository at the Police Station will be convenient for the person who live on the west side of the city limits, and the Library herby agrees to install the Depository, at the sole expense of the Library.

Section 3. Maintenance. The Library will provide book pick-up, servicing of, and shall maintain the Depository in good physical appearance, all at its expense.

Section 4. Termination. Either Party may terminate this Agreement on 60 days written notice of the other at its primary office, which notice shall be directed to the Library Director or Director of Public Works, respectively.

Section 5. Insurance and Indemnification.

A. Insurance. During the duration of this Agreement and any extension thereof, the Library shall maintain insurance coverage with the limits as follows:

1. Workers' Compensation Insurance with statutory limits.
2. Employer's Liability Insurance:
 - \$500,000 per accident
 - \$500,000 disease (policy limit)
 - \$500,000 disease (each employee)
3. Commercial General Liability Insurance:
 - a. Premises and operations, contractual liability, and broad form property damage:
 - \$1,000,000 Per Occurrence for bodily injury and property damage combined
 - \$2,000,000 Annual Aggregate per location for bodily injury and property damage combined
 - b. Products and completed operations (including broad form property damage):
 - \$1,000,000 Per Occurrence for bodily injury and property damage combined
 - \$2,000,000 Annual Aggregate per location for bodily injury and property damage combined
 - c. Personal injury liability:
 - \$1,000,000 per occurrence
 - \$1,000,000 annual aggregate
4. Business Auto Liability (including owned, non-owned and hired vehicles):
 - \$1,000,000 per accident for bodily injury and \$1,000,000 per accident for property damage
 - \$2,000,000 Annual Aggregate for bodily injury and \$2,000,000 annual aggregate for property damage

The Library shall furnish the City a certificate of insurance showing these coverages as a condition of this Agreement and annually thereafter. The City, its agents, officers and employees, shall be named as additional insured on each said policy for any liability arising out of the Library's duties under this Agreement. The Library's insurance company or insurance provider hereunder, shall provide the City with thirty (30) days' notice of any cancellation of insurance coverage.

B. Indemnifications: The Library shall indemnify and hold harmless the City, its officers, employees and agents, from and against any and all suits, actions, claims, losses, liabilities, judgments, damages, costs, expenses, and attorneys' fees of any nature due to personal injury or property damage arising from any act or omission of the Library, its employees and agents, arising out of, occurring in connection with, resulting from, or caused by the performance or failure to perform any act pursuant to the terms of this Agreement, including, but not limited to, the Library's installation of the Depository or its pick-up, physical maintenance and servicing of the Depository; provided, however, that the Library shall have no obligation to indemnify and hold harmless the City for the negligence of the City itself or its officers, employees or agents.

Section 6. Other Provisions.

A. If any provision of this Agreement shall be declared invalid for any reason by a court of competent jurisdiction, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision, and to this extent the provisions of this Agreement are severable.

B. This Agreement shall be valid and binding for a term of one (1) year, however, this agreement shall automatically renew for successive one (1) year periods unless one of the parties hereto provides written notice of termination to the other party not less than thirty (30) days prior to the expiration of the then-current term.

C. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.

D. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or understanding (whether oral or written) between or among the Parties relating to the subject matter of this Agreement except those fully expressed herein.

In Witness Whereof, the Parties have hereunto set their hands and seals this _____ day of _____, 2019.

St. Charles Public Library District

City of St. Charles

By: _____
Robert T. Gephart, President

By: _____
Mayor

Attest:

Attest:

Karen L. Kaluzsa, Secretary

City Clerk

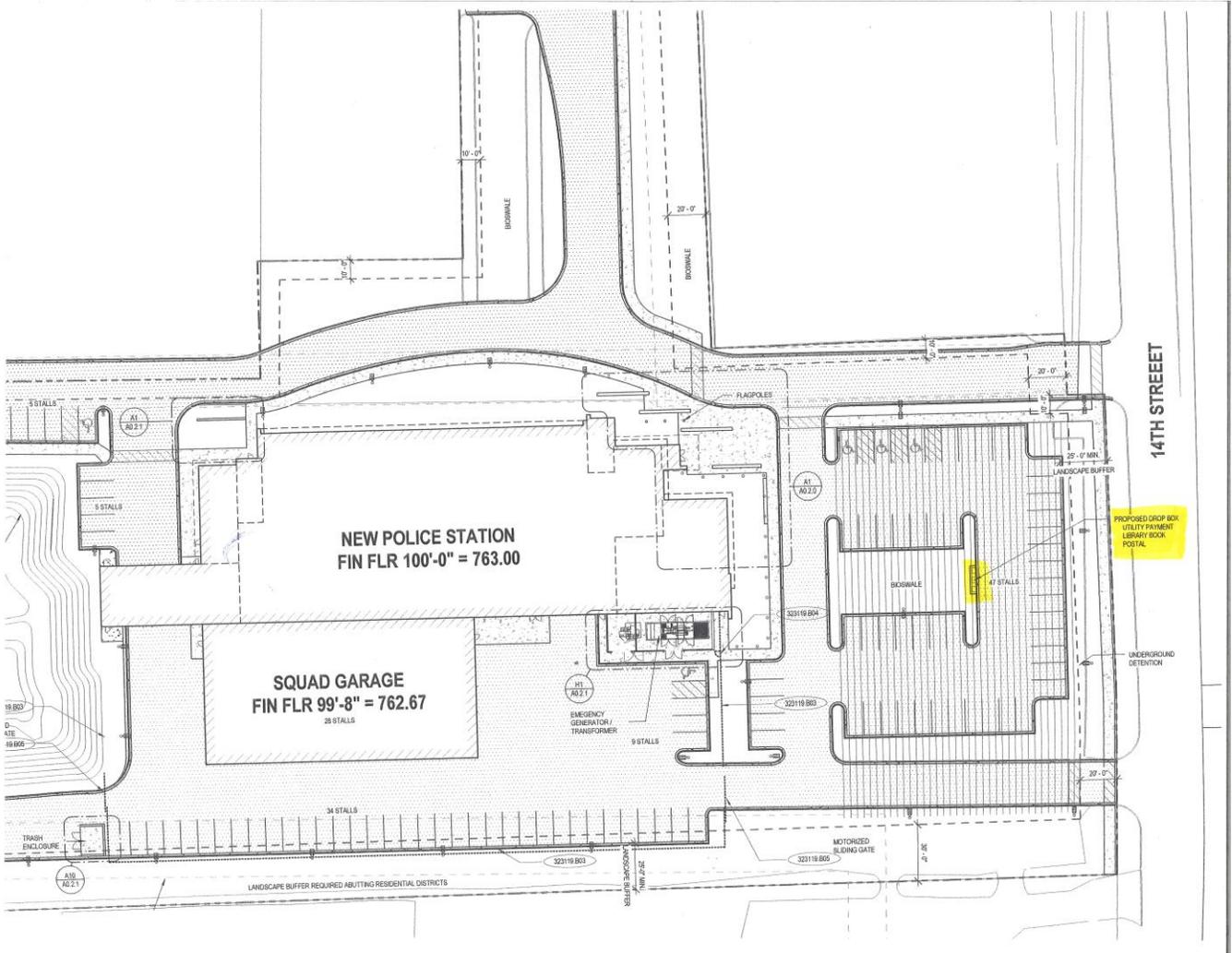
EXHIBIT "A"

DEPICTION OF THE DEPOSITORY



EXHIBIT "B"

DEPICTION OF THE LOCATION





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *5.c

Title:

Recommendation to Award the Bid for Concrete Construction Services Contract

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: June 24, 2019

Proposed Cost: \$52,500

Budgeted Amount: \$52,500

Not Budgeted:

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

The Public Works Department recently solicited bids for our annual concrete construction services program. This program supplements the work performed by Public Services Division staff throughout the City. Work will consist of removing deteriorated concrete structures such as sidewalk panels, curbs, or concrete roadway panels, and replacing them in kind.

The bid was publicly posted and advertised and directly sent to eight qualified firms. The City received four responses with Chicago Construction Services, Inc. of Algonquin, IL being the lowest responsive, responsible bidder. Chicago Construction Services has been in business for 20 years and has provided a list of favorable references.

Attachments *(please list):*

* Bid Tabulation * Bid Specification * Chicago Construction Services Bid

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Concrete Construction Services to Chicago Construction Services, Inc. in the amount not to exceed the budgeted amount of \$52,500.

City of St. Charles
Concrete Installation
& Replacement Bid
13-Jun-19

Item	Quantity*	Chicago Const. Svs. Algonquin, IL		Alliance Contractors Woodstock, IL		Globe Construction Addison, IL		Henson Concrete St. Charles, IL	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Adjust Frame in Sidewalk	5	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 1,250.00	\$ 200.00	\$ 1,000.00	\$ 250.00	\$ 1,250.00
Adjust Frame in Curb	5	\$ 650.00	\$ 3,250.00	\$ 250.00	\$ 1,250.00	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 1,250.00
Portland Cement Sidewalk 5"	2000	\$ 12.00	\$ 24,000.00	\$ 15.00	\$ 30,000.00	\$ 19.00	\$ 38,000.00	\$ 25.00	\$ 50,000.00
Portland Cement Sidewalk 6"	300	\$ 13.00	\$ 3,900.00	\$ 17.00	\$ 5,100.00	\$ 24.00	\$ 7,200.00	\$ 25.00	\$ 7,500.00
Curb Removal & Replacement	600	\$ 45.00	\$ 27,000.00	\$ 76.00	\$ 45,600.00	\$ 70.00	\$ 42,000.00	\$ 67.00	\$ 40,200.00
TOTAL BASE BID			\$ 60,650.00		\$ 83,200.00		\$ 90,700.00		\$ 100,200.00
ALTERNATE Items									
Hot Mix Asphalt 3" Driveway Patch	30	\$ 72.50	\$ 2,175.00	\$ 150.00	\$ 4,500.00	\$ 500.00	\$ 15,000.00	No Bid	
Portland Cement Drive 6" Replace	20	\$ 125.00	\$ 2,500.00	\$ 180.00	\$ 3,600.00	\$ 185.00	\$ 3,700.00	\$ 225.00	\$ 4,500.00
Portland 6" High Early Replace	10	\$ 135.00	\$ 1,350.00	\$ 200.00	\$ 2,000.00	\$ 195.00	\$ 1,950.00	\$ 230.00	\$ 2,300.00
Asphalt Class D 2"	10	\$ 65.00	\$ 650.00	\$ 120.00	\$ 1,200.00	\$ 400.00	\$ 4,000.00	No Bid	
Asphalt Class D 4"	20	\$ 85.00	\$ 1,700.00	\$ 130.00	\$ 2,600.00	\$ 600.00	\$ 12,000.00	No Bid	
Asphalt Class D 6"	40	\$ 110.00	\$ 4,400.00	\$ 140.00	\$ 5,600.00	\$ 700.00	\$ 28,000.00	No Bid	
Asphalt Class D 8"	20	\$ 125.00	\$ 2,500.00	\$ 150.00	\$ 3,000.00	\$ 800.00	\$ 16,000.00	No Bid	
Asphalt Class D 10"	20	\$ 155.00	\$ 3,100.00	\$ 160.00	\$ 3,200.00	\$ 900.00	\$ 18,000.00	No Bid	

INVITATION TO BID
Concrete Installation and Replacement Program

The City of St. Charles has an immediate need for a qualified contractor to perform concrete installation and replacement work throughout the community.

TIMELINE FOR AWARD:

The following table identifies the anticipated timeline for this project.

Critical Path Item	Date
Bids Due By	June 13, 2019 at 2:00 PM
Anticipated Awarded	July 1, 2019

SCOPE:

The City of St. Charles is requesting pricing from bidders to complete sidewalk removal and replacement, new sidewalk installation, curb and gutter removal and replacement, and concrete roadway panel removal and replacement. All work performed for the City of St. Charles shall meet the highest industry standard. All concrete work shall be comprehensive and uniform and match the existing grade.

PRICE:

The Public Works Department is seeking unit prices to perform various forms of concrete removal, restoration and installation throughout the City of St. Charles.

Prices shall include all tools, equipment, labor, framing materials, concrete, ADA tiles, traffic control, and trucking necessary to complete the requested tasks.

***The Public Works Department will supply a dump site for concrete, asphalt and spoil dirt, IEPA/CCDD testing and disposal, and CA6+CA7 as needed.**

UTILITY LOCATIONS:

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (1-800-892-0123), a minimum of 48 hours commencing construction for utility locations within the scope of the project. It is the responsibility of the Contractor to contact agencies who may or may not be part of the JULIE system to obtain the horizontal and vertical field locations of their facilities within the limits of the proposed improvements.

SAWING PAVEMENT, DRIVEWAY PAVEMENT, SIDEWALK, AND CURB:

This work shall be performed at locations laid out by the Public Works Division Manager or designee.

The Contractor shall cut the joint between the portion of pavement, driveway, sidewalk and/or curb to be removed and that to be left in place with a sawing machine to prevent spalling. This work shall be done in a manner that a straight and perpendicular joint will be secure. All saw cutting should be the full depth of the pavement, (24) inches out on either side of the driveway, sidewalk or curb to be removed. It is the Contractor's responsibility to determine the thickness of

the existing pavement and whether or not it contains reinforcement. This work shall be included in the cost of the item being removed. No additional compensation will be allowed for sawing reinforcement.

CONCRETE BREAKERS:

When removing pavement, curb and gutter, shoulder, and/or other structures, the use of any type of concrete breakers, which might damage underground public or private utilities, will not be permitted. The Contractor is prohibited from breaking up concrete by dropping it on the pavement.

LIMITS OF REMOVAL:

All pay items for removal and replacement must be field measured and marked by the Public Works Division Manager or designee prior to construction. No payment will be made for any items of work, which have been removed and/or replaced without having been field measured and marked by the Public Works Division Manager or designee. No additional payment will be made for removal and/or replacement beyond field markings unless specifically authorized by the Public Works Division Manager or designee.

Base Bid

1. FINAL ADJUSTMENT OF FRAME & COVER:

This work shall be in accordance with Sections 602 and 603 of the Standard Specifications except as noted herein:

Materials

All adjusting rings shall be precast concrete.

Construction Requirements

For structures located within a paved area, mortar with solid steel shims shall be used between adjusting rings and the top of the structure.

2. PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH:

The work shall be done in accordance with applicable portions of Sections 351, 424, and 440 of the Standard Specifications, Standard 424001, except as modified herein:

Materials

Use of inserted truncated dome plates, conforming to Federal Standard Color 30166 and consisting of vitrified polymer composite detectable tactile warning system in conformance with ADAAG shall be used at all appropriate locations. No surface mounted plates shall be allowed.

Construction Requirements

The work shall include the removal and disposal of grass and soil (*STC PW dump site*) to provide for the placement of four (4) inches of aggregate base course (CA-6 or approved equal) and placement of new P.C.C. Sidewalk.

Any excavation required to construct the proposed sidewalk and aggregate base course to the proper elevation or any excavation required for forming purposes, shall be considered included in the pay item. Where grading (filling, cutting or shaping), is required adjacent to the sidewalk, it shall be considered included in the cost of the pay item.

If the sub base material is soft or unsuitable, the Contractor shall remove unsuitable material and provide compacted granular material (CA-6 or approved equal) as required to provide a stable sub base, which cost shall be included as part of this pay item.

The minimum slab thickness for sidewalks shall be (6) inches through driveway limits and (5) inches for all other public walkways unless otherwise noted by the Public Works Division Manager or designee.

All exposed concrete shall receive a protective surface treatment formulated and applied according to Article 420.18 of the Standard Specifications. Protective surface treatment shall not be paid for separately but shall be included in the cost of the concrete item provided.

Basis of Payment

The excavation, aggregate base course (*provided by the City*) replacement or fill, earthwork, bedding, detectable warning tiles, Curing/Sealing Compound, grading (filling, cutting or shaping), any excavation or disposal of material necessary for the installation of the sidewalk in order to meet the new grade shall be considered included in this item.

3. CURB REMOVAL AND REPLACEMENT:

The work shall be done in accordance with applicable portions of Sections 351, 440 and 606 of the Standard Specifications, except as modified herein:

Construction Requirements

This work shall consist of the removal of the existing curb and gutter or removal of existing pavement or soil at the location of the proposed curb, excavation of material four (4) inches below the new curb, placement of four (4) inches of aggregate base course (CA-6 or approved equal), and pouring the new curb and gutter at locations as directed by the Public Works Division Manager or designee.

The type of replacement concrete curb and gutter, where applicable, shall match the existing curb and gutter or be of the type specified by the Public Works Division Manager or designee. The thickness of the proposed gutter flag shall match the thickness of the adjacent pavement but in no case be less than nine (9) inches. The proposed curb and gutter shall be constructed to a grade established by the Public Works Division Manager or designee at the time of construction.

The Public Works Division Manager or designee must approve forming methods for pouring the curb and gutter. The use of the existing edge of pavement for HMA roadways shall not be considered a proper forming method for placement of P.C.C. material.

Any excavation required to construct the proposed curb and gutter to the proper elevation, including excavation to subgrade for placement of four (4) inches of aggregate base course (CA-6 or approved equal), shall be include in the contract unit price for CURB REMOVAL AND REPLACEMENT.

If the existing base is soft or unsuitable, the Contractor shall remove the existing base and use compacted granular material (CA-6 or approved equal) as required to provide a stable sub base.

The proposed curb and gutter shall be depressed across all handicapped ramps, driveways and/or directed by the Public Works Division Manager or designee. **Placement of depressed curbing for private walkways or carriage walks shall not be permitted.**

Expansion joints shall be installed at 60' intervals and at all points of curvature where the radius is less than 100'. Contraction joints shall be formed at 15' intervals. Contraction joints shall be formed by saw cutting to a depth of at least (2) inches.

Two (2) drilled, epoxy coated, and grouted reinforcing bars or expansion tie anchors shall be used to tie the proposed curb and gutter to the existing curb and gutter. Two (2) continuous rebar shall be installed in all curb sections longer than five feet. See curb and gutter details for reinforcement sizing. Furnishing and installing the expansion tie anchors, drilled and grouted reinforcing bars, or continuous rebar shall not be paid for separately, but shall be included in the contract unit price for CURB REMOVAL AND REPLACEMENT.

The Contractor must schedule the removal and replacement of the curb and gutter or the new curb construction such that only one side of a given street will be under construction at any one time unless approved by the Public Works Division Manager or designee. All homeowners shall be given a minimum of 48 hours' notice prior to excavation of their driveway. In no case shall an open excavation caused by removal of existing curbing, whether formed or not formed remain open for more than **3 calendar days** unless approved by the Public Works Division Manager or designee.

Disturbed pavement and driveway areas shall be restored immediately following replacement operations, in all cases within **3 calendar days** from the date curb and gutter is cast.

All exposed concrete shall receive a protective surface treatment formulated and applied according to Article 420.18 of the Standard Specifications. Protective surface treatment shall not be paid for separately but shall be included in the cost of the concrete item provided.

Where grading (filling, cutting or shaping), is required adjacent to the curb and gutter, it shall be considered included in the cost of the pay item. Any excavation or disposal of material necessary for the installation of the curb and gutter in order to meet the new grade shall be considered included in this item.

Removal and stacking of brick pavers adjacent to any CURB REMOVAL AND REPLACEMENT shall be considered included in the cost of the pay item. Brick pavers shall be neatly stacked at a location as determined by the Public Works Division Manager or designee.

Basis of Payment

This work shall be paid for at the contract unit price per foot for CURB REMOVAL AND REPLACEMENT, which price shall include all labor, equipment, materials, protective coat, restoration and incidentals necessary to complete the work as described above.

The excavation, aggregate base course replacement or fill (*provided by the City*), earthwork, grading, bedding, Curing/Sealing Compound and hardscape restoration necessary to complete the curb and gutter is considered included in the cost of the pay item.

4. RESTORATION:

Landscape restoration within the limits of the job, including black dirt, seed, and erosion blanket will be performed by the City of St. Charles Public Works Department. It is the responsibility of the awarded bidder to leave the jobsite cleaned up and ready for final restoration. Landscaped areas are to be left down so that (4) inches of topsoil can be placed without the need for additional excavation. All disturbed/damaged landscape areas outside the limits of construction that are damaged by the Contractor or its representatives shall be restored at the Contractor's expense. Contractor shall be mindful and responsible of restoration limits and shall take all precautions necessary to minimize disturbances to Right-Of-Way and private properties.

Alternate Bid 1- (Hot-Mix Asphalt Driveway Removal and Replacement /Cement Driveway Removal and Replacement/Full Depth Asphalt Patches)

5. HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT:

This work shall be in accordance with applicable portions of Sections 351, 406 and 440 of the Standard Specifications, except as herein modified:

Construction Requirements

This work shall include removal and disposal of excavated material for Hot-Mix Asphalt (HMA) driveways located throughout the project limits. Excavated materials shall include but not limited to Portland cement concrete pavement, HMA pavement, aggregate sub base and soil. Excavation to subgrade shall not be paid for separately, but shall be included in the cost of HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT.

This work shall include placement of six (6) inches of aggregate base course under three (3) inches of HMA surface course. If the existing base is soft or unsuitable, the Contractor shall remove the existing base and provide compacted granular material (CA-6 or approved equal) as required to provide a stable sub base.

All homeowners shall be given a minimum 48 hour notice prior to excavation of their driveway. Any driveway damaged by the Contractor will not be paid separately, but shall be replaced at the Contractor's own expense.

Driveway replacements behind the sidewalk shall consist of saw-cutting, removing and replacing a two foot wide section of the driveway, the full width of the driveway.

Basis of Payment

This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, which price shall include all labor, material, equipment, backfill, restoration and incidentals necessary to complete the work as described above.

6. PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT:

This work shall be in accordance with applicable portions of Sections 351, 423, and 440 of the Standard Specifications, except as herein modified:

Construction Requirements

This work shall include removal and disposal of excavated material for Portland Cement Concrete (P.C.C.) driveways located throughout the project limits. Excavated materials shall include but not limited to Portland cement concrete pavement, HMA pavement, aggregate sub base and soil. Excavation to subgrade shall not be paid for separately, but shall be included in the cost of PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT.

This work shall include placement of four (4) inches of aggregate base course under six (6) inches of Portland Cement Concrete. If the existing base is soft or unsuitable, the Contractor shall remove the existing base and provide compacted granular material (CA-6 or approved equal) as required to provide a stable sub base.

All homeowners shall be given a minimum 48 hour notice prior to excavation of their driveway. Any driveway damaged by the Contractor will not be paid separately, but shall be replaced at the Contractor's own expense.

All exposed concrete shall receive a protective surface formulated and applied according to Article 420.18 of the Standard Specifications. Protective surface treatment shall not be paid for separately but shall be included in the cost of the concrete item provided.

Basis of Payment

This work shall be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT, which price shall include all labor, materials, equipment, protective coat, backfill, restoration and incidentals necessary to complete the work as described above.

7. HOT-MIX ASPHALT PATCHES (FULL DEPTH):

This work shall be in accordance with applicable portions of Sections 406, 407, 440 and 442 of the

Standard Specifications.

Construction Requirements

This work shall include removal and disposal of excavated material for Hot-Mix Asphalt (HMA) located throughout the project limits. Where asphalt patches are necessary on either side of new curb or sidewalk construction, a (24) inch **Full depth** patch will be required and will be painted out as such by the Public Works Division Manager or designee.

Excavated materials shall include but not limited to Portland cement concrete pavement, HMA pavement, aggregate sub base and soil. Excavation to subgrade shall not be paid for separately, but shall be included in the cost of HOT-MIX ASPHALT PATCHES (FULL DEPTH).

If the existing base is soft or unsuitable, the Contractor shall remove the existing base and provide compacted granular material (CA-6 or approved equal) as required to provide a stable sub base.

All homeowners shall be given a minimum 48 hour notice prior to excavation through their driveway. Any driveway damaged by the Contractor will not be paid separately, but shall be replaced at the Contractor's own expense.

Driveway replacements behind the sidewalk shall consist of saw-cutting, removing and replacing a two foot wide section of the driveway, the full width of the driveway.

Basis of Payment

This work shall be paid for at the contract unit price per square yard for the specified depths of HOT-MIX ASPHALT PATCHES (FULL DEPTH), which price shall include all labor, material, equipment, backfill, restoration and incidentals necessary to complete the work as described above.

TERM:

The Concrete Program shall be completed no later than Monday, April 1, 2020. Once work commences, it shall be completed in successive days until completed unless otherwise agreed upon by the Public Works Division Manager or designee. Start date will be mutually agreed upon by the awarded contractor and the Public Works Division Manager.

Additionally, The City is requesting that the awarded contractor hold the bid pricing until the end of the fiscal year on April 30, 2020. All work must be invoiced on or before Tuesday, April 30, 2020

Equipment may be stored overnight at a gated Public Works Facility. The City is in no way responsible for damaged, lost, stolen, or vandalized equipment stored on City premises.

TIME OF WORK:

Work shall be completed between the hours of 7:00 am and 4:00 pm Monday through Friday.

QUANTITY & LOCATION OF WORK:

The City has budgeted approximately \$50,000 for miscellaneous concrete work throughout the community. Maps and material quantities will be made available after the contract has been awarded. The above budgetary figure in no way represents a guaranteed minimum or maximum, the City reserves the right to add or subtract from the project scope at any time.

BASIS OF AWARD:

The City reserves the right to award the contract to the lowest responsible bidder for the **BASE BID** in the schedule of prices, based upon which lowest bid is in the best financial interest. The City reserves the right to award the contract to the lowest responsible bidder for the **BASE BID** plus any combination of **ALTERNATE BIDS**, based upon which is in the best financial interest of the City. Quantities listed are estimates only and shall be used to determine the lowest bid. Actual quantities may vary depending on workload and existing conditions.

Actual work will be based on the bid prices received and budgetary funds available, and shall be performed at the City's sole discretion.

COMPLIANCE WITH LAWS:

Vendor must comply with all applicable laws, including, but not limited to the Illinois Human Rights Act, the Public Works Employment Discrimination Act, and the Illinois Prevailing Wage Act. Contractor's certified payroll is required to be submitted with all pay requests/invoices.

Questions shall be submitted to Tony Bellafiore, Public Works Division Manager no later than **June 7, 2019** at tbellafiore@stcharlesil.gov.

City of St. Charles
Concrete Installation and Replacement
2019/20 Price List

Bids will be accepted until 2:00 PM on June 13, 2019.

Company: _____

Company Address: _____

Contact: _____ Contact Phone Number: _____

Contact Email: _____

Signature of Authorized Agent: _____

Please note:

***The Public Works Department will supply a dump site for concrete, asphalt and spoil dirt, IEPA/CCDD testing and disposal, and CA6+CA7 as needed.**

Bidder hereby agrees to furnish to the City of St. Charles all equipment, materials, labor and related items necessary for the completion of the Work in accordance with this Bid document for the amounts stated as follows:

Base Bid

Pay Item Description	Unit	Unit Price	Quantity	Extended Price/ Unit Cost
Adjust frame in sidewalk	Each	\$	5	\$
Adjust frame in curb	Each	\$	5	\$
Portland cement sidewalk 5" (IDOT 4.6)	Square foot	\$	2000	\$
Portland cement sidewalk 6" (IDOT 4.6)	Square foot	\$	300	\$
Curb removal and replacement (IDOT 4.6)	Linear foot	\$	600	\$
TOTAL				\$

Alternate Bid 1

Pay Item Description	Unit	Unit Price	Quantity	Extended Price/ Unit Cost
Hot-Mix asphalt driveway removal and replacement 3” Mix “D” N-50	Square Yard	\$	30	\$
Portland cement driveway removal and replacement 6” (IDOT 4.6)	Square Yard	\$	20	\$
Portland cement driveway removal and replacement 6” (High early cement)	Square Yard	\$	10	\$

Full Depth Hot-Mix Asphalt Patches

Class D patches type II (2) inch	Square yard	\$	10	\$
Class D patches type II (4) inch	Square yard	\$	20	\$
Class D patches type II (6) inch	Square yard	\$	40	\$
Class D patches type II (8) inch	Square yard	\$	20	\$
Class D patches type II (10) inch	Square yard	\$	20	\$

SECTION IV – PROPOSAL FORM

City of St. Charles

Concrete Installation and Replacement

2019/20 Price List

Bids will be accepted until 2:00 PM on June 13, 2019.

Company: CHICAGO CONSTRUCTION SERVICES, INC.

Company Address: 2413 W ALGONQUIN RD Ste 234

Contact: MAURICIO QUIROZ Contact Phone Number: 847-276-9557 ALGONQUIN IL 60102

Contact Email: mauricio@chicagoconstruction.co

Signature of Authorized Agent: *Mauricio Quiroz*

Please note:

***The Public Works Department will supply a dump site for concrete, asphalt and spoil dirt, IEPA/CCDD testing and disposal, and CA6+CA7 as needed.**

Bidder hereby agrees to furnish to the City of St. Charles all equipment, materials, labor and related items necessary for the completion of the Work in accordance with this Bid document for the amounts stated as follows:

Base Bid

Pay Item Description	Unit	Unit Price	Quantity	Extended Price/ Unit Cost
Adjust frame in sidewalk	Each	\$ 500.00	5	\$ 2,500.00
Adjust frame in curb	Each	\$ 650.00	5	\$ 3,250.00
Portland cement sidewalk 5" (IDOT 4.6)	Square foot	\$ 12.00	2000	\$ 24,000.00
Portland cement sidewalk 6" (IDOT 4.6)	Square foot	\$ 13.00	300	\$ 3,900.00
Curb removal and replacement (IDOT 4.6)	Linear foot	\$ 45.00	600	\$ 27,000.00
TOTAL				\$ 60,650.00

Alternate Bid 1

Pay Item Description	Unit	Unit Price	Quantity	Extended Price/ Unit Cost
Hot-Mix asphalt driveway removal and replacement 3" Mix "D" N-50	Square Yard	\$ 72.50	30	\$ 2,175.00
Portland cement driveway removal and replacement 6" (IDOT 4.6)	Square Yard	\$ 125.	20	\$ 2,500.00
Portland cement driveway removal and replacement 6" (High early cement)	Square Yard	\$ 135	10	\$ 1350.00

Full Depth Hot-Mix Asphalt Patches

Class D patches type II (2) inch	Square yard	\$ 65.00	10	\$ 650.00
Class D patches type II (4) inch	Square yard	\$ 85.00	20	\$ 1,700.00
Class D patches type II (6) inch	Square yard	\$ 110.00	40	\$ 1,400.00
Class D patches type II (8) inch	Square yard	\$ 125.00	20	\$ 2,500.00
Class D patches type II (10) inch	Square yard	\$ 155.00	20	\$ 3,100.00



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.d

Title:

Recommendation to Award the Bid for Parking Deck Maintenance and Repair Services

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: June 24, 2019

Proposed Cost: \$150,938

Budgeted Amount: \$215,000

Not Budgeted:

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

The 5-story parking deck at the northwest corner of Illinois Street and First Street is in need of routine maintenance and repairs. The Public Works Department, with the assistance of contractual engineer, Walker Consultants, has prepared a bid scope that includes removal and replacement of caulking, resealing of joints and concrete surfaces, tuck pointing parapet walls, and installation of hard covers over key expansion joints to prevent vandalism. The work will predominantly take place on the 4th and 5th floors. In addition to the routine maintenance and cosmetic benefits which will help to ensure the longevity of the deck, the work will also serve to seal the deck to prevent water intrusion on the finished tenant spaces below the 4th floor.

The City received five responses with J. Gill & Company of Tinley Park, IL being the lowest responsive, responsible bidder. J. Gill has performed similar services for the City on previous maintenance projects and has performed well and proven to be a responsive contractor. In addition, Walker Consultants has worked with them on numerous projects and can further attest that they are capable of performing the work as specified.

Attachments *(please list):*

* Bid Tabulation * J. Gill & Company Bid

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Parking Deck Maintenance and Repair Services to J. Gill & Company in the amount of \$150,938.

St Charles - West Parking Structure Maintenance & Repairs

			J. Gill & Co. Tinley Park, IL		Western Waterproofing Chicago, IL		JLJ Contracting, Inc Broadview, IL		NRS Rolling Meadows, IL		Golf Acquisition Hammond, IN	
Item	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.0 General Requirements	LS	1	\$ 12,950.00	\$ 12,950.00	\$ 15,425.00	\$ 15,425.00	\$ 12,457.00	\$ 12,457.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00
3.0 Concrete Floor Repair												
- Floor Repair	SF	300	\$ 42.00	\$ 12,600.00	\$ 65.00	\$ 19,500.00	\$ 70.00	\$ 21,000.00	\$ 80.00	\$ 24,000.00	\$ 50.00	\$ 15,000.00
- Floor Repair w/ Traffic Top	LF	25	\$ 48.00	\$ 1,200.00	\$ 70.00	\$ 1,750.00	\$ 85.00	\$ 2,125.00	\$ 100.00	\$ 2,500.00	\$ 200.00	\$ 5,000.00
- Floor Repair - Lifting Loop	EA	20	\$ 30.00	\$ 600.00	\$ 55.00	\$ 1,100.00	\$ 75.00	\$ 1,500.00	\$ 100.00	\$ 2,000.00	\$ 130.00	\$ 2,600.00
6.0 Concrete Column Repair	SF	4	\$ 85.00	\$ 340.00	\$ 165.00	\$ 660.00	\$ 150.00	\$ 600.00	\$ 100.00	\$ 400.00	\$ 500.00	\$ 2,000.00
8.0 Precast Tee Beam Repair	SF	8	\$ 115.00	\$ 920.00	\$ 155.00	\$ 1,240.00	\$ 150.00	\$ 1,200.00	\$ 100.00	\$ 800.00	\$ 125.00	\$ 1,000.00
10.0 Expansion Joint Repair/Replace												
- Expansion Joint - ElasmERIC	LF	60	\$ 125.00	\$ 7,500.00	\$ 100.00	\$ 6,000.00	\$ 135.00	\$ 8,100.00	\$ 140.00	\$ 8,400.00	\$ 125.00	\$ 7,500.00
- Expansion Joint - Silicone Seal	LF	20	\$ 75.00	\$ 1,500.00	\$ 112.00	\$ 2,240.00	\$ 75.00	\$ 1,500.00	\$ 60.00	\$ 1,200.00	\$ 150.00	\$ 3,000.00
- Expansion Joint - Vertical	LF	60	\$ 25.00	\$ 1,500.00	\$ 129.00	\$ 7,740.00	\$ 75.00	\$ 4,500.00	\$ 80.00	\$ 4,800.00	\$ 125.00	\$ 7,500.00
11.0 Cracks and Joint Repair												
- Seal Random Cracks	LF	200	\$ 5.00	\$ 1,000.00	\$ 5.50	\$ 1,100.00	\$ 8.00	\$ 1,600.00	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00
- Control Joint Sealant	LF	525	\$ 6.00	\$ 3,150.00	\$ 6.40	\$ 3,360.00	\$ 8.00	\$ 4,200.00	\$ 10.00	\$ 5,250.00	\$ 15.00	\$ 7,875.00
- Vertical Joint Sealant	LF	135	\$ 12.00	\$ 1,620.00	\$ 26.00	\$ 3,510.00	\$ 15.00	\$ 2,025.00	\$ 14.00	\$ 1,890.00	\$ 15.00	\$ 2,025.00
- Tee-to-Tee Joint Sealant	LF	4100	\$ 9.00	\$ 36,900.00	\$ 7.85	\$ 32,185.00	\$ 10.00	\$ 41,000.00	\$ 12.00	\$ 49,200.00	\$ 12.50	\$ 51,250.00
- Cove Joint Sealant	LF	130	\$ 7.50	\$ 975.00	\$ 7.70	\$ 1,001.00	\$ 8.00	\$ 1,040.00	\$ 12.00	\$ 1,560.00	\$ 10.00	\$ 1,300.00
14.0 Epoxy Overlay	SF	850	\$ 4.00	\$ 3,400.00	\$ 6.80	\$ 5,780.00	\$ 4.00	\$ 3,400.00	\$ 12.00	\$ 10,200.00	\$ 7.50	\$ 6,375.00
15.0 Protective Concrete Sealer	SF	105150	\$ 0.42	\$ 44,163.00	\$ 0.38	\$ 39,957.00	\$ 0.42	\$ 44,163.00	\$ 0.60	\$ 63,090.00	\$ 0.50	\$ 52,575.00
16.0 Traffic Topping												
- Traffic Topping	SF	325	\$ 3.20	\$ 1,040.00	\$ 5.20	\$ 1,690.00	\$ 8.00	\$ 2,600.00	\$ 10.00	\$ 3,250.00	\$ 15.00	\$ 4,875.00
- Traffic Topping Recoat	SF	4900	\$ 2.10	\$ 10,290.00	\$ 2.30	\$ 11,270.00	\$ 3.00	\$ 14,700.00	\$ 5.00	\$ 24,500.00	\$ 4.25	\$ 20,825.00
35.0 Brick/Masonry Repairs	LF	30	\$ 25.00	\$ 750.00	\$ 24.50	\$ 735.00	\$ 20.00	\$ 600.00	\$ 50.00	\$ 1,500.00	\$ 50.00	\$ 1,500.00
38.0 Architectural Metals	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 1,150.00	\$ 1,150.00	\$ 825.00	\$ 825.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
45.0 Painting												
- Paint Traffic Markings	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 5,770.00	\$ 5,770.00	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00
- Paint Door & Frame	EA	1	\$ 315.00	\$ 315.00	\$ 1,155.00	\$ 1,155.00	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
- Paint Handrails	LS	1	\$ 2,850.00	\$ 2,850.00	\$ 2,310.00	\$ 2,310.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00
74.0 Architectural Joint and Sealant	LF	45	\$ 15.00	\$ 675.00	\$ 45.00	\$ 2,025.00	\$ 15.00	\$ 675.00	\$ 30.00	\$ 1,350.00	\$ 100.00	\$ 4,500.00
			\$ 150,938.00		\$ 168,653.00		\$ 179,610.00		\$ 230,890.00		\$ 260,700.00	

Name of Bidder J. Gill and Company

SECTION 004310 – PROCUREMENT FORM SUPPLEMENTS

41.1 LIST OF UNIT PRICES

WEST PARKING STRUCTURE

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
PART I: GENERAL REQUIREMENTS / PRELIMINARY MATTERS					
1.0	General Requirements				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores	L.S.	1	-	12950.
1.1.4	Concrete Reinforcement				
1.1.5	Temporary Signage				
3.0	Concrete Floor Repair				
3.1	Floor Repair	S.F.	300	42.	12600.
3.1.1	Floor Repair w/Traffic Topping	L.F.	25	48.	1200.
3.5	Floor Repair – Lifting Loop	EA.	20	30.	600.
6.0	Concrete Column Repair				
6.1	Column Repair	S.F.	4	85.	340.
8.0	Precast Tee Beam Repair				
8.4	Tee Flange Repair	S.F.	8	115.	920.
10.0	Expansion Joint Repair and Replacement				
10.3	Expansion Joint – Elastomeric	L.F.	60	125.	7500.
10.6	Expansion Joint – Silicone Seal	L.F.	20	75.	1500.
10.7	Expansion Joint – Vertical	L.F.	60	25.	1500.
11.0	Cracks and Joint Repair				
11.1	Seal Random Cracks	L.F.	200	5.	1000.
11.2	Control Joint Sealant	L.F.	525	6.	3150.
11.3	Vertical Joint Sealant	L.F.	135	12.	1620.
11.4	Tee-to-Tee Joint Sealant	L.F.	4,100	9.	36900.
11.7	Cove Joint Sealant	L.F.	130	7.50	975.

Name of Bidder J Gill and Company

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
14.0	Epoxy Overlay				
14.1	Epoxy Broadcast Overlay System	S.F.	850	4.	3400.
15.0	Protective Sealer				
15.1	Concrete Sealer	S.F.	105,150	.42	44163.
16.0	Traffic Topping				
16.1	Traffic Topping	S.F.	325	3.20	1040.
16.4	Traffic Topping - Recoat	S.F.	4,900	2.10	10290.
35.0	Brick / Masonry Repairs				
35.1	Tuckpointing	L.F.	30	25.	750.
38.0	Architectural Metals				
38.1	Metal Wall Cap	L.S.	1	-	1200.
45.0	Painting				
45.1	Paint Traffic Markings	L.S.	1	-	3500.
45.5	Paint Door and Frame	EA.	1	315.	315.
45.6	Paint Handrails	L.S.	1	-	2850.
74.0	Architectural Joint and Sealant Repair				
74.7	Capstone Joint Repair	L.F.	45	15.	675.
GRAND TOTAL					\$ 150938.

Description of Abbreviations:

- EA. = Each
- L.F. = Lineal Feet
- L.S. = Lump Sum
- S.F. = Square Feet



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *5.e

Title: Recommendation to Approve a Budget Addition to Use Funds Received from an Energy Efficiency Grant in FY18/19 to Increase the FY19/20 LED Street Retrofit Program

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: June 24, 2019

Proposed Cost: \$33,762

Budgeted Amount: \$

Not Budgeted:

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

The City of St. Charles is in the second year of a program to retrofit streetlights to LED. So far, we replaced over 300 fixtures with LED, for a total energy savings of about 158,000 kWh. At our average cost of power of \$0.077 per kWh, it equates to \$12,000 in energy savings.

Staff applied for an IMEA Energy Efficiency Grant last fiscal year to help with the costs of the program and received \$33,762 in rebates. The check has been delivered to the City.

The request is to use the grant rebate funds derived from the FY18/19 work to add to the number of lights we can replace this fiscal year. Although it is a budget add on the expense side, the revenue received makes this effectively a zero budget change request.

Attachments *(please list):*

*Budget Addition Form

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve a Budget Addition to Use Funds Received from an Energy Efficiency Grant in FY18/19 to Increase the FY19/20 LED Street Retrofit Program.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6.a

Title: Dash in the Dark 5K – Information only
Presenter: Chief Keegan

Meeting: Government Services Committee Date: June 24, 2019

Proposed Cost: N/A Budgeted Amount: \$ Not Budgeted:

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

This event is in its 8th year and is planned to take place on Saturday, September 14, 2019, from 6 p.m. to 9 p.m. The 5K is a fundraiser for the local Fox Valley Rugby Club. The event will begin and end in Pottawatomie Park. The route winds through the Timbers subdivision. Reflective vests, reflective cones, and glow sticks are utilized throughout the entire route to identify participants since this is an evening event.

Approval by Committee or Council is not needed as no City services are required for this event and the event does not involve any road closures; however, the Special Events Committee wanted to communicate the details of this event on a “for your information” basis so all are properly informed of what will take place this year. Any expenses incurred will be paid in full by the event sponsor.

The event sponsor will be sending out an informational letter to residents of the Timbers subdivision informing them of this event. Consideration will also be given to residents in the area while amplification for the DJ is in use.

Attachments *(please list):*

*None

Recommendation/Suggested Action *(briefly explain):*

Information purposes only