

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
WILLIAM TURNER, CHAIRMAN**

**MONDAY, MAY 23, 2016, 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.** Active River Project Update - Information only.
- c.** Tree Commission Minutes – Information only.

4. PUBLIC WORKS DEPARTMENT

- a.** Update on the Active River Project Status.
- b.** Consideration of Installation of Floating Dock on the Fox River and Attachment to City Property for the St. Charles Rowing Club.
- c.** Recommendation to award the Bid for Mechanical Systems Maintenance and Service Contract.
- d.** Recommendation to Waive the Formal Bid Procedure and approve Purchase Order for Janitorial Services Agreement.
- e.** Recommendation to award the Bid for Street Sweeping Services.
- f.** Recommendation to Waive the Formal Bid Procedure and award Purchase Orders for Tree Pruning and Removal Services.
- g.** Recommendation to Waive the Formal Bid Procedure and Approve Purchase Order for Sidewalk Maintenance.
- h.** Recommendation to approve Construction Contract for the 2016 Street Rehabilitation Program.

- i. Recommendation to approve Resolution with the Illinois Department of Transportation for the 2016 Street Rehabilitation Program.
- j. Recommendation to approve Construction Engineering Services Agreement for the 2016 Street Rehabilitation Program.
- k. Update on the Red Gate Road LAFO Resurfacing Project – Information only.
- l. Recommendation to Waive the Formal Bid Procedure and approve Purchase Order for the Red Gate Road Drainage Improvement Project.
- m. Recommendation to Waive the Formal Bid Procedure and approve Purchase Order for a Sanitary Sewer Trailer Pump.
- n. Recommendation to Waive the Formal Bid Procedure and approve Purchase Order for the purchase of a Lightnin Mixer Motor.
- o. Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Pollution Control Loan Program for Phosphorus Removal and Digester Rehabilitation Projects.

5. 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)


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

7. ADJOURNMENT

	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:		Electric Reliability Report – Information Only			
	Presenter:		Tom Bruhl			
<i>Please check appropriate box:</i>						
	Government Operations		X	Government Services 05.23.16		
	Planning & Development			City Council		
	Public Hearing					
Estimated Cost:		\$	Budgeted:	YES		NO
If NO, please explain how item will be funded:						
Executive Summary:						
For information only.						
Attachments: <i>(please list)</i>						
*April 2016 Outage Report						
Recommendation / Suggested Action <i>(briefly explain):</i>						
For information only.						
For office use only:		Agenda Item Number: 3.a				

**City of St. Charles
April 2016 Outages**

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	4/4/2016	2:55 PM	67	300 block N. 5th St.	224	Power shut off due to bad connections & transformer. Transformer & connections were replaced power was restored.	8	536	Equipment	Transformer
2	4/13/2016	7:20 PM	70	3804 Royal Fox Dr.	713	No power in house due to customer's equipment.	1	70	Others	Customer
3	4/17/2016	2:53 PM	103	136 Walnut Dr.	214	Tree trimming burned down a power line. Line was put back up & power was restored.	80	8,240	Others	Customer
4	4/26/2016	7:15 AM	110	600 Industrial Dr.	514	Partial power call. Animal contact; blown primary fuse. 3 phase transformer inspected and re-energized.	1	110	Animal	Raccoon
5	4/28/2016	1:00 PM	20	Horne St. & Rt. 31	331	Broken cutout. Damaged cutout was replaced.	3	60	Equipment	Switch
						Total of Interrupted Minutes		9,016		
						Total SAIDI*	0.584			
						Total of ComEd Interrupted Minutes		0		
						Total SAIDI without ComEd	0.584			
						*System Average Interruption Duration Index (SAIDI)				

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Active River Project Update –Information Only					
	Presenter:	Chris Adesso					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services – 05.23.16			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	\$0.00	Budgeted:	YES		NO		
Executive Summary:							
<p>The Active River Task Force wishes to provide the Council Committee updates on the status of topics pertaining to the Active River Project/Concept. The Task Force offers the attached information to the Committee. A member of the Task Force will be available at each of the Government Services Committee meetings to respond to any questions or comments that the Council Committee may have.</p>							
Attachments: <i>(please list)</i>							
<p>April 4, 2016 - Task Force Meeting Minutes April 18, 2016 – Task Force Meeting Minutes</p>							
Recommendation / Suggested Action <i>(briefly explain):</i>							
None – For information only							
<i>For office use only:</i>		<i>Agenda Item Number: 3.b</i>					

MINUTES
ACTIVE RIVER TASK FORCE MEETING
ST. CHARLES
JOHN RABCHUK, CHAIRMAN
APRIL 4, 2016

Members Present: Chair John Rabchuk, Trish Beckjord, Chris Bong, Rick Brems, Holly Cabel, Jim Enck, John Wessel

Members Absent: Chris Adesso, Monica Meyers

Others Present: Tom Anderson, Isabel Soderlind

Visitors Present:

1. Call to Order

The meeting was convened by John Rabchuk at 8:05 a.m.

2. Minutes Review and Approval

Motion to accept and place on file the minutes of the March 21, 2016 Active River Task Force meeting. Motion by Trish Beckjord, second by Jim Enck to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Chris Adesso, Monica Meyers

Motion carried at 8:06 a.m.

3. Update on St Charles Park District Related Active River Projects

John Rabchuk would like to include an update on the related St. Charles Park District Active River projects at these meetings. City Council is currently reading the minutes and it would be beneficial for the aldermen to read the progress the St. Charles Park District (hereinafter referred to as the Park District) is making on these projects.

Holly Cabel informed the Task Force that the Boy Scout Island and the Bike Trail Project along Pottawattamie Park were currently on the agenda. John Wessel is currently applying for grants to reduce the overall cost of the project for the Park District.

Trish Beckjord suggested the Task Force should inquire on the silt deposition at Boy Scout Island. Holly Cabel mentioned the project was still at the concept stage and that information would be included in the Design Engineering stage of the project.

4. Communications and Marketing Update

A. Update on Logo and Design

Rick Brems shared three different logos with the Task Force. The members discussed alternatives to the word “Destination” on the logo. Other alternatives discussed were “Experience” or “Discover”. Rick Brems mentioned all three “buzzwords” are incorporated in many of the Chamber’s handouts.

Most of the Task Force members favored the first logo on the list which included the river, trees and icons of the city buildings. It was decided that each member would share the three

logos with others outside this group and request feedback. A formal approval vote of the logo will be taken at the April 18 meeting.

The Task Force will present the logos to City Council at an upcoming Government Services Committee (GSC) meeting. John Rabchuk will be unavailable throughout the month of April; he will request to be placed on the May 23 GSC agenda.

B. Discuss Alternative Approach

John mentioned Mrs. Tieche and her 4th grade students from Munhall School will be present at one of the Government Services Committee meetings to promote the Active River Project.

5. Task Force Updates

A. Grant Applications Update

Bob Leonard Walk Update:

The Kane County Riverboat Grant application was submitted on February 29, 2016, but the Task Force will not receive any confirmation of the funds until this coming fall.

Charlemagne Island Sculpture Project

The Community Foundation of the Fox River Valley conducted their site tour and preliminary evaluation back in February. The Community Foundation encouraged the Task Force members to increase the grant application to \$25,000 with part of the funds possibly subsidizing the installation of the sculptures. John Rabchuk is still waiting for the tax document before submitting the grant. Mr. Rabchuk already has a draft prepared and he hopes to submit the application soon.

The City also has set some monies aside in this year's budget for the preliminary engineering plans for this portion of the project.

B. Engineering Information Update

Greg Chismark (WBK) has supplied an outline of work required for the feasibility study. He has already reviewed the information with Scott Shipley. John Rabchuk anticipates that WBK will have a cost estimate by the end of this week.

Looking ahead, John Rabchuk would like to present the following information to Council at the May 23 Government Services Committee meeting:

- the WBK cost estimates
- a cost-funding comparative analysis from a number of similar river projects
- the Active River logo

C. Meetings and Presentations

Metro West Council – Fox River Subgroup

A meeting with the Metro West Council-Fox Valley subgroup has yet to be determined.

St. Charles East High School- Environmental Science Classes and ECO-Club

The high school environmental science students will assume responsibility for the water quality testing. This group is getting organized and will begin the program in the fall of 2016. The water testing sites have not been formalized by Gary Swick, but once those safe sites are determined, creating a diagram of those sites will be beneficial.

An email was sent to Pam Otto (St. Charles Park District) requesting the assistance of her summer program to conduct the water testing during June and July of 2017. Holly Cabel mentioned Ms. Otto is looking to see if this project would be appropriate for this age group and if it would fulfill the objectives of this particular summer program. Utilizing Eagle Scouts or Life/Star Scouts to take the water samples is also an option next summer.

Pottawatomie Garden Club

The Pottawatomie Garden Club has requested a presentation of the entire Active River Project concept plan. A presentation has not been scheduled yet. John Rabchuk had no further information at this time.

Stormwater Presentation at Munhall School

Jim Enck, John Rabchuk, Pam Otto conducted the Stormwater presentation to the 4th graders at Munhall School. Jim Richter, the Assistant Principal at St. Charles East High School, was present. The program went well and they had a great meeting. All the information regarding the program was provided to Jim Richter. District 303 high school students will assume responsibility for this district-wide educational effort starting this fall.

D. Other Outreach Efforts

John Rabchuk was informed of the Dunham Foundation. This foundation provides grants to organizations that work with children. John mentioned this could be a potential funding source for the children's stream – pools portion of the project. Moving forward, John hopes to get the sculptures finalized, present to the Government Services Committee and then consider other outreach efforts.

6. Other and New Business

Trish Beckjord mentioned she would be at the showing of "DamNation" at 7:00 p.m. on April 22 at the Unitarian Universalist Society of Geneva, located at 102 S 2nd Street. To promote the Active River Project, she would like hand out cards or flyers from the Active River Project at the event. Rick Brems mentioned that he could create approximately 50 copies for her.

7. Adjourn

The next meeting is scheduled for April 17 at 8:00 a.m. at the Baker Community Center.

Motion by Hollie Cabel to adjourn the meeting, second by Trish Beckjord.

Voice vote: unanimous; Nays – None Absent: Chris Adesso, Monica Meyers

-Motion carried at 9:05 a.m.

MINUTES
ACTIVE RIVER TASK FORCE MEETING
ST. CHARLES
CHRIS ADESSO, CHAIRMAN
APRIL 18, 2016

Members Present: Chris Adesso, Trish Beckjord, Chris Bong, Rick Brems, Holly Cabel, Jim Enck,

Members Absent: Monica Meyers, John Rabchuk

Others Present: Candy Boulay

Visitors Present:

1. Call to Order

The meeting was convened by Chris Adesso at 8:06 a.m.

2. Minutes Review and Approval

Motion to accept and place on file the minutes of the April 4, 2016 Active River Task Force meeting. Motion by Trish Beckjord, second by Rick Brems to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Monica Meyers

Motion carried at 8:06 a.m.

3. Communications and Marketing Update

a. Update on Logo and Branding Efforts

Discussion took place regarding the logo and branding. Rick Brems stated: every word was thought out and it had been determined that the words “active river project” would be the main words for the logo and everything which encompasses the project would use these three words; the public is aware of this name. Input was given by other committee members. Trish stated the word “project” seems like it is a project, does not convey looking to the future; Downtown St. Charles Partnership likes the word “destination STC”. Holly Cabel stated the words “active and river” should be part of the name but was not set on the word “project”. Chris Adesso stated the logo should be recognizable without words as well; words can be built on as needed, they may change over time.

It was decided more discussion was needed before approval. The vote was deferred to the next meeting.

4. Task Force Updates

a. Park District

As related to Boy Scout Island, Holly stated: some items are being done in house by John Wessel and other items will be outsourced. Parking, improvements to ramp and the lagoon

area are being reviewed. There will be no deliverables this month. The concept should be done by the end of the year.

b. Forest Preserve/Park District

Holly Cabel reported there has been no movement on the railroad. A recent meeting took place between interested parties; for more information read the Strategic Plan on the City's website.

Chris Adesso stated: Riverside Drive from State Avenue to Illinois Avenue will be repaved before Memorial Day. Repairs will take place on State Street Creek near Carroll Towers.

c. Grant Applications

Bob Leonard Walk – application was submitted on 2/29/16

Charlemagne Island – application was submitted on 4/7/16

Trish asked if there were any other grants to submit. Holly stated: if anyone finds a grant opportunity they should bring it to the committee; the Park District shouldn't compete with the Active River Project. Chris Adesso stated: the City also cognizant of completion between projects and agency and is always working to limit any potential negative impact due to competition during the granting process. Chris also stated that most grants are matching and that the City must budget ahead of time to set aside any matching funds. Trish asked if this group should be looking at projects and recommending them to different groups to seek grants and help other agencies to prioritize projects as related to the River Corridor Master Plan. Rick Brems stated a list was made about a year ago; the committee is working on smaller projects and still focusing on the larger projects.

Trish asked if there is a bigger piece we should be looking at and going after larger grant funds. Jim Enck stated: we are looking at other projects and reviewing steps which are being taken. Little projects keep the momentum going, which in turn keeps the larger projects in the works; smaller projects demonstrate the committee can take on projects from beginning to end.

A discussion took place related to go to the next level; possibly bring new members in with higher level expertise; perhaps a philanthropist.

d. Engineering

Greg Chismark of WBK has supplied an outline of work required for feasibility study and has been reviewed with Scott Shipley. Cost estimate and time line have not yet been received. After this information is received, the committee may move forward. Chris Bong stated this takes time.

Holly stated: sometimes projects need to be tied together; education is needed on conveying the bigger picture.

Chris Adesso stated: traction is needed to move forward; the big picture needs to be at the forefront.

It was agreed this discussion should take place with Chair John Rabchuck at the next meeting.

e. Cost Comparisons From Similar Projects in Other Communities

Trish Beckjord will prepare an analysis of costs and funding from a number of similar projects.

f. Meetings and Presentations

- i. Munhall School 4th Grade Classes - Munhall 4th graders will not be attending the Government Services Committee of City Council on Monday, April 25, 2016 to voice their support of the Active River Project
- ii. Metro West Council – Fox River Valley subgroup – to be scheduled
- iii. High School Environmental Class Water Quality Testing – they are getting organized for starting the program in the fall of 2016
- iv. Pottawatomie Garden Club presentation will be scheduled

g. Other Outreach Efforts

No status update at this time – awaiting City commitments

5. Other and New Business


None

6. Adjourn

The next meeting is scheduled for May 2nd at 8:00 a.m. at the Baker Community Center.

Motion by Trish Beckjord to adjourn the meeting, second by Rick Brems.

Voice vote: unanimous; Nays – None; Absent: Monica Meyers, John Rabchuk - Motion carried at 9:21 a.m.

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Tree Commission Minutes – Information only					
	Presenter:	AJ Reineking					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.23.16			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	N/A	Budgeted:	YES		NO	X	
If NO, please explain how item will be funded:							
Executive Summary:							
<p>A duty of the Tree Commission is to advise and consult with the Government Services Committee. April 14, 2016 Tree Commission meeting minutes are attached.</p>							
Attachments: <i>(please list)</i>							
* Tree Commission Minutes – April 2016 meeting minutes.							
Recommendation / Suggested Action <i>(briefly explain):</i>							
For information only.							
<i>For office use only:</i>		Agenda Item Number: 3.c					

**MINUTES
CITY OF ST. CHARLES
TREE COMMISSION MEETING
RALPH GRATHOFF, CHAIRMAN
APRIL 14, 2016**

Members Present: Chair. Ralph Grathoff, Kathy Brens, Jon Duerr, Raymond Hauser, Suzi Myers, Pam Otto, Caroline Wilfong

Members Absent: Valerie Blaine, Ron Ziegler

Others Present: Jeremy Craft, AJ Reineking, Isabel Soderlind

Visitors Present:

1. Call to Order & Pledge of Allegiance

The meeting was convened by Chair. Grathoff at 7:04 p.m.

2. Introductions of Visitors: None

3. Minutes Review and Approval

Motion to accept and place on file the minutes of the March 10, 2016 Tree Commission meeting. Motion made by Comm. Brens second by Comm. Otto to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Pam Otto, Ron Ziegler

- Motion carried at 7:05 p.m.

7:08 p.m. Comm. Otto walked into the meeting

4. Old Business

A. Update on the Urban Forestry Management Plan

Jeremy Craft & AJ Reineking have been reviewing the Urban Forestry Management Plan, (hereinafter referred to as the “UFMP”). Both Mr. Craft and Mr. Reineking are making slight modifications to operational procedures to ensure that the recommendations can be achieved with the current available staff and budget. After the edits are made, the document will be emailed to Comm. Blaine and Comm. Brens for their review.

B. Reorganization of the Tree Commission into a Natural Resources Commission

The Tree Commission reorganization discussion will be deferred to the May or July meeting, after the Arbor Day event. In the meantime, Chair. Grathoff is researching information on various Natural Resources Commissions.

Comm. Otto mentioned the Sustain Dupage Symposium. Approximately 19 commissions participated in the symposium, which was held on March 12. Batavia participated and they spoke of their Public Works Environmental Commission. This commission fulfills the role of environmental and educator advisor to the city government and the community at large. Their focus consists of trees and other environmental concerns and their budget is included in the City of Batavia’s financial plan.

5. New Business

A. News and Concerns from Public Works:

i. Spring Planting Update:

The spring planting program is underway. St. Aubin Nursery & Landscaping, the City's tree contractor, has planted over 100 trees so far with approximately sixty trees left to plant. St. Aubin is still waiting for these 60 trees to be delivered to the nursery therefore there will be a one to two-week hiatus in the planting program. They plant approximately 30 trees per day, thus the spring planting season will be completed within two days.

The City's tree planting budget contains sufficient funds to purchase approximately 150-175 trees for each planting season next fiscal year.

The Public Services staff is currently trimming the trees in the Brownstone subdivision. Most of these trees are ash trees that are being treated by the Brownstone Homeowners Association. Jeremy Craft, the City's arborist, mentioned the City will be monitoring the health of these trees for the next few years.

ii. Woods of Fox Glen Tree Damage

Comm. Duerr requested an update regarding the tree damage that occurred at the Woods of Fox Glen Subdivision. Per Mr. Reineking, Council discussed the tree damage at an Executive Session immediately after the last Government Services Committee meeting. They recommended the City staff speak to the individual responsible for the damage and work out a solution with the resident.

Comm. Duerr mentioned he drove by the area. Historically, there was a house on White Thorn Lane with a piece of the property owned by the Illinois Audubon Society. The house has been sold but they left a conservation easement and a donation to the Village of Wayne. There is a little woodland park with memorial prairie plantings in the area that is very close to the property in question.

Comm. Brens asked what the City had done to address the safety issues in this specific area. AJ Reineking mentioned signage was posted to keep people out of the area. The soil was still very wet from all the recent rain storms but the City staff would be removing the damaged trees as soon as the area was accessible.

6. Committee Reports

A. Education Committee:

Comm. Myers has come across some new published information on trees. She will forward the information once it has been published.

B. Publicity Committee: None

C. Langum Park Clean Up:

Comm. Otto mentioned she had nothing planned at this time for Langum Park. She mentioned she heard from an Eagle Scout who is interested in receiving his badge but this project needs more than just one volunteer. Most of the non-natives are gone and a decision needs to be made as to next steps on this project.

AJ Reineking, Jeremy Craft and Tony Bellafiore watched a webinar on utilizing goats to clear out brush areas, etc. They found the webinar very interesting and have discovered local herds in Iowa and Wisconsin.

D. Arbor Day:

The Commissioners will be speaking at Davis and Lincoln School in honor of Arbor Day. Comm. Wilfong scheduled several speaking engagements at both schools the weeks of April 18 and April 25.

The Committee reviewed the 2016 Arbor Day Checklist:

Arbor Day is scheduled for 4:00 p.m., Friday, April 29, 2016.

Lincoln Park will be reserved from 2:00 to 6:00 PM.

Item To Accomplish	Delegated To	Completed	Comments/Notes
Reserve Lincoln Park	Ms. Soderlind	Confirmed	Returned Executed Contract / No Charge
Renting of the Tent	Ms. Soderlind	Confirmed	Returned Executed Contract / Received invoice
Presentation of Colors:	Comm. Wilfong	Confirmed	Contact: Cub Scout Pack 113, Lincoln School Contacts: Andie Romano (Cub Master) & Erik Rudd (Committee Chair for the Pack) erikdrud@gmail.com andie.romano@gmail.com
Contact Midwest Ground Covers for donation of perennials	Chair. Grathoff	Confirmed	Chair. Grathoff will pick up on Arbor Day
Contact Featured Speaker	N/A	N/A	None
Contact Ms. Tieche at Munhall School	Comm. Otto Comm. Myers	Confirmed	Will confirm the topic of the presentation and speaker system needs and sound system needs Program is entitled: "Recyclable Rachel" Will pick out a small token of our appreciation for Mrs. Tieche
Order Speaker system	T. Bellafore J. Craft & PW Staff	Confirmed	Coordinate with Public Services (RJ Recording)
Tree Demonstration	Comm. Grathoff	Confirmed	Contact Chris Scott
Entertainment/Music	Comm. Myers	Will contact Rick Weals for a back up	Rick Weals not available, but will recommend John Towell to provide the music for the afternoon
Prepare Programs and Invitations	Ms. Soderlind	Confirmed	Invitations were distributed the beginning of April. Draft of the program was approved at this meeting.
Purchase Cookies	Ms. Soderlind		Ms. Soderlind will pick up the day of the event.
Set up of Tables/Chairs/Podium	T. Bellafore J. Craft & PW Staff	Confirmed	
Tribute to Trees – Update Website/Den Article	Ms. Soderlind	Completed	Comm. Blaine & Myers suggested sending it to Kane County Connects
Interactive Children's	Comm. Otto		Commissioners

Activity	Comm. Blaine Comm. Myers		Will have activities lined up by next month
Tree Commission/Arbor Day Promotion & Planting of Tree on Arbor Day	Comm. Wilfong	Confirmed	<p>Fox Ridge and John Baird has been contacted and interested in receiving a tree.</p> <ol style="list-style-type: none"> 1. Comm. Wilfong will coordinate tree related activities throughout the week at the school. Commissioners Myers, Otto, Blaine, Wilfong will participate. 2. Comm. Wilfong also mentioned the ability to participate in the City's "Tribute to Trees" to the Fox Ridge School representatives. 3. Comm. Wilfong will also reach out to Munhall and Davis to continue to build the relationship with those schools.
Purchase of Trees (2) "Arbor Day Tree" donation Raffle Tree	J. Craft PW Arborist Team	Confirmed the purchase of a Zelkova Serrata	<ol style="list-style-type: none"> 1. Set up crew or vendor to plant "Arbor Day" tree – Musashino Zelkova 2. Have Raffle tree on site at Lincoln Park

**ARBOR DAY TREE RELATED ACTIVITIES & PLANTING OF TREE
FOX RIDGE SCHOOL
1905 E. Tyler Road**

The Commissioners will be speaking at Davis and Lincoln School in honor of Arbor Day. Comm. Wilfong scheduled several speaking engagements at both schools the weeks of April 18 and April 25.

A Zelkova Serrata 'Musashino' the 2016 Tree of the Year,
announced by the Society of Municipal Arborists will be planted at Fox Ridge School on Friday April 29 between 9:15 -9:30 am.

TITLE	CONTACT NAME	PHONE	EMAIL ADDRESS
District 303 Facilities Superintendent	John Baird	331-228-5197	john.baird@d303.org
Principal at Fox Ridge School	Amy Stuckey	331-228-2400	Amy.Stuckey@d303.org
Admin Assistant at Fox Ridge School	Jackie Stopka	331-228-2400	Jacqueline.Stopka@d303.org
Time of Planting	9:15 am – 9:30 am		
Location	Fox Ridge School		
Planting Site			

7. Communications

Electric Division Tree Activity Reports

Motion to accept and place on file the Public Services and Electric Services Tree Activity Reports

for March of 2016. Motion made by Comm. Myers second by Comm. Brens to accept and place on file the reports as presented.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Ron Ziegler
- Motion carried at 7:40 p.m.

8. Additional Items – Comments

A. Commissioners:

Comm. Hauser: None

Comm. Duerr complimented Jeremy Craft and his tree trimming crew. He has been very impressed with the pruning crew; the cuts are very clean.

Comm. Brens the Museum is sponsoring a “Foodie Fest” on July 30, 2016. Tickets for members are \$40; \$50 for non-members. The event will be held on the upper deck of the parking garage behind the Museum. Contact Comm. Brens if you, or someone you know, is interested in purchasing tickets. There will be three (3) \$1,000 raffle tickets given away. Raffle tickets are \$10 each.

Comm. Brens also asked if it would be harmful to utilize the City’s mulch since it may be contaminated by diseases. Mr. Craft explained the arborist crews make every effort not to contaminate the mulch pile with diseased trees. For example, the black knot fungus has been found to transfer to other species. The mulch from these infected trees has been kept separate from the City’s mulch pile and the tools utilized are sterilized after being exposed.

Comm. Otto happy to be here at the meeting.

Comm. Wilfong thanked all the commissioners who volunteered to speak at the schools the week of Arbor Day. She also mentioned that Comm. Myers inspired Mrs. Quaintance to plant a vegetable garden at Davis School. Ball Seed has donated 5,000 seeds to Mrs. Quaintance’s vegetable garden and now she needs assistance planting the seeds. Please contact Mrs. Quaintance or Comm. Wilfong if you are interested in assisting Mrs. Quaintance.

Comm. Myers: None

B. City Staff:

AJ Reineking: None

Isabel Soderlind mentioned that she would be bringing all the Arbor Day materials to Lincoln Park around 2:30 p.m. on Friday, April 29. If anyone was interested in setting up, please come to the park between 2:30-3:00 p.m. The tree planting at Fox Ridge School would occur around 9:15 a.m. on Friday, April 29. For those interested in attending, she suggested being at Fox Ridge School between 9:00-9:15 a.m.


11. Adjournment

Motion by Comm. Duerr to adjourn the meeting, second by Comm. Myers.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Ron Ziegler

- Motion carried at 7:50 p.m.

/ims

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Update on the Active River Project Status					
	Presenter:	Chris Adesso/John Rabchuk					
<i>Please check appropriate box:</i>							
	Government Operations	X	Government Services – 05.23.2016				
	Planning & Development		City Council				
	Public Hearing						
Estimated Cost:	\$0.00 – Information Only	Budgeted:	YES		NO		
Executive Summary:							
<p>A presentation by John Rabchuk on the Active River Project concept and progress made on concepts discussed during the last presentation. Some of the topics to be covered are as follows:</p> <ol style="list-style-type: none"> 1. Water Quality Testing 2. Bob Leonard Walk – Grant 3. Kinetic Sculpture Donation 4. Engineering Cost Estimate – River Park Concept Vetting 5. Market, Cost and Funding Analysis 6. Marketing – Active River Logo 7. Park District Activity 							
Attachments: <i>(please list)</i>							
Active River Project Model Project Summary*Supplemental Presentation Documentation*Concept Vetting Engineering Cost Estimate							
Recommendation / Suggested Action <i>(briefly explain):</i>							
None – For information only							
<i>For office use only:</i>		<i>Agenda Item Number: 4.a</i>					



St. Charles Active River Project

Summary – Model Projects

Selected Projects

- Falls Park, Greenville South Carolina
- Chattahoochee River Restoration, Columbus, Georgia/Phenix City, Alabama
- Whitewater Park, Manchester, Iowa

Summary points

- ✓ No project is directly comparable
- ✓ Success is due to visionary, broad-based thinking and multi-stakeholder public /private partnerships
- ✓ Removal of aging dam structures (when present) is central to accomplishing recreational and environmental objectives
- ✓ Focusing on the river is key to achieving re-vitalization goals

Note: Information contained herein gleaned from personal conversation and/or published articles. References provided for each case study.



Overview Falls Park, Greenville SC

Mid-size in population, widest scope, most mature park, 10 years old. No dam removal involved

Population: 61,000

Project Size: 26 Acres

Project timeline: 10 years, Phase 1 completed 2004 (+/- 4.5 years design to finished construction),
Phase 2 completed 2014

Project Partners: Carolina Foothills Garden Club, City of Greenville, Furman University, City Planning Commission, private developers, FHWA South Carolina Division, South Carolina DOT, Metropolitan Planning Organization, individuals, corporations, state and federal agencies

Project Elements/Cost

- Phase 1: \$13.9
 - 20 acre public gardens showcasing Reedy River Falls
 - New park building with 2 plaza levels, ADA-accessible ramps and elevator
 - Event space, public restrooms
 - Areas for picnics and quiet contemplation
 - Private restaurant
 - Pedestrian/Bike paths
 - Garden maintenance facility
- Phase 2: \$4.9 Curved pedestrian suspension bridge: 345' long, 12' wide
- Related but not direct components funded through other means (private donations, city capital and other budgets)
 - Removal of existing 4-lane highway bridge over the Reedy River
 - Other infrastructure improvements to improve downtown accessibility and attractiveness
 - Narrow Main Street from four lanes to two
 - Widen sidewalks
 - Plant numerous trees
 - Add al fresco dining areas
 - Showcase public art



- Falls Park Endowment Fund
 - Created through public/private partnership led by Carolina Foothills Garden Club. Donors include corporations, businesses, foundations, general public
 - Earnings offset annual project maintenance and operating costs.
 - Fund currently \$2.6M. Used to:
 - Purchase major art works
 - Support education Programs
 - Park amenities and enhancements outside the City's normal operating budget
 - Source of emergency, short-term funding for operating funds when and if city funding is not available to maintain the park quality

Project Benefits

- 1996: 25% vacancy rate in downtown store fronts
- 2016:
 - New residential and retail demand
 - 'Downtown' footprint expanded by almost 50% to accommodate new retail/residential demand
 - Long waiting list of interested downtown merchants and businesses
 - Increased sales tax revenues from even beyond downtown retail area
 - Greenville identity enhanced as a regional destination
 - Attractive to industrial/manufacturing interests, e.g. new BMW manufacturing plant
- Park and bridge sparked a \$65 million development, RiverPlace, completed in 2005, marking the city's largest public-private partnership to date. City estimate - potential private investment in immediate area could reach 10 -20 times public investment. (May 2011)

Enhancement/funding strategies: (funding breakout not available)

- City-led "In Full Bloom" \$13 million funding initiative
- City-crafted public private partnership
- 1981 Main Street Streetscape Project reduced Main Street to 2 lanes from 4
- Furman University land donation of 6 ac surrounding the falls to the city
- New pedestrian bridge (Phase 2) funded by Greenville's city hospitality tax



Lessons Learned:

- Collaboration between a range of unique partners was critical
- Look at everything as an investment, not a cost. Consider quality of life as well as dollars
- Encouraged first floor commercial tenants in the downtown area: creates noon and early evening foot traffic to local retailers
- Do everything in a balanced way; do not over emphasize one aspect (Residential, commercial, retail, recreational, restaurants, etc.) over any of the others
- Watch stresses on local/regional merchants as high downtown storefront demand adds financial pressure on all but national players
- Creating an accurate cost/benefit analysis is difficult as many benefits are visible but difficult to quantify

References:

<http://www.fallspark.com/167/Falls-Park>

<https://www.fhwa.dot.gov/publications/publicroads/11mayjun/05.cfm> (excellent project summary)

<http://www.greenvilleonline.com/story/news/local/2014/10/04/liberty-bridge-falls-park-transformed-downtown/16751269/>

<http://www.architectmagazine.com/project-gallery/falls-park-on-the-reedy>

<https://www.youtube.com/watch?v=LDAmLidkS4s>



Overview Chattahoochee River Restoration Columbus, GA; Phenix City AL

Largest population served, multiple dam removal, longest river run, 3 years old

Population: 189,885 (Columbus, GA), 32,822 (Phenix City, AL)

Project Size: 2.5 miles of the Chattahoochee River

Project timeline: 2013

Project Partners: Led by UPTown Columbus, Inc. Partners include 2 cities, two states, 2 counties, Federal government, state and federal agencies, environmental/historic groups, private business owners, U.S. Army Corps of Engineers (USACE), Georgia Power, Columbus Water Works,

Project Elements/Cost: \$24.4 - \$26 million; Re-establish the Chattahoochee River as an economic engine for Columbus, GA and Phenix City, AL

- Removal of 2 historic dams
- 2-mile world class whitewater run for rafting and kayaking; the world's largest urban whitewater rafting course with an overall 40 elevation drop
- Slow moving water areas for canoeing
- Riparian/Riverine environmental improvements including restored fall line habitat for rare and endangered species such as shoal bass, mussels and shoal spider lilies
- Ancillary but related projects: Improved river access including new Riverwalk, Rails-to-Trails project, new pedestrian bridge and commercial plaza

Project Benefits:

- Columbus State University study estimates
 - \$42M in positive economic impact with more than \$2M from new sales and hotel/motel tax revenue
 - Generate \geq 700 new jobs
 - Draw visitors from 5-hour driving radius
 - Attract 188,000 sports participants annually; 144,000 from out of town



- Further enhancement of existing assets/investments, e.g. converting abandoned mill buildings to mixed-use developments
- Property value along the river projected to increase as much as 60 %
- Create urban environment attractive to students and talented employees; improved employee retention; reduced recruitment costs
- Catalyst for the restoration of properties within the National Historic Landmark District; historic mills have been restored and repurposed as urban apartments
- More productive fishery

Enhancement/funding strategies:

- \$13.8 million (56% of project costs) in private/corporate donations
 - \$5 million from W. C. Bradley Co.
 - \$1 million from Aflac
 - Private money from more than 50 major donors; approximately \$1.7 million from people or organizations outside Columbus with interests mostly in river restoration or revitalizing the historic riverfront
- \$10.6 million in public money
 - \$5 million City of Columbus
 - \$5 million USACE
 - \$600,000 National Oceanic and Atmospheric Administration's Open Rivers Initiative
- Combined with other in-process projects: Riverwalk, the Rails-to-Trails Project and the 14th Street bridge and plaza project
- USACE funding support under the Chattahoochee Fall Line Ecosystem Restoration Project
- 1990's purchase of two obsolete mill dams in the 90's using public and private money. Subsequent transfer of dam control to Uptown Columbus, Inc., an NGO chartered to encourage quality development/re-development in Uptown Columbus.

Lessons Learned:

- Reconnection of the community (not the kayakers) to the river has been central to the real estate development that followed
- White water parks also attract people interested in biking, walking, tubing, etc.
- Easy access to good outdoor recreation significantly increases the desirability for business and residential development



DESTINATION ST. CHARLES

an Active River Project

References:

http://www.phenixcityal.us/edo/Sites/Phenix_City/Documents/Economic%20Development/Chattahoochee%20River%20Restoration%20Project.pdf : 2010 GA Planning Association Award Submittal

<http://www.ledger-enquirer.com/news/local/article29292949.html>

<http://mclaughlinwhitewater.com/projects/chattahoochee-falls/>

<http://www.chattahoocheeheritage.org/2013/04/river-rising-columbus-whitewater/> Good video explaining project background and showing aspects of completed conditions

<http://www.mnn.com/food/healthy-eating/sponsorvideo/river-restoration-project-to-make-a-big-impact-in-georgia-with-help> Includes short video on project background

www.ColumbusGaWhitewater.com Good promotional videos for river-related activities including zipline

<http://www.enr.com/articles/12209-chattahoochee-river-restoration-churns-up-whitewater-attraction>

<https://smartech.gatech.edu/bitstream/handle/1853/47315/EubanksM-GWRCpaper.pdf>

<http://siteselection.com/onlineInsider/Churn-Stokes-Upturn.cfm>

<http://www.canoekayak.com/start-paddling/new-surf-spot-in-southeast/attachment/columbus-alabama-channel11/#7UWRILDActig3seV.97>



Overview White Water Park, Manchester, IA

Smallest population, narrowest scope, most recent construction, 2 years old.

Population: 5,179

Project Size: 800' river run

Project timeline: 2014-2015

Project Partners: City, IA DNR, IA Rivers Program, Delaware County, private donors

Project Elements/Cost: Vision to make Maquoketa River defining town attraction

- Dam Removal - Cost: \$1.8
 - Removal of 9' dam
 - Six 18" drops and rocky pools over an 800' run (900' park)
 - Some Class II and III rapids
 - Attractive to kayakers, canoers, tubers
- Riverfront enhancement – Improvements to Howard and Helen Shelly Park (White Water Park)
 - Not yet complete; to be phased in over several years
 - Expand walking/biking trails
 - Public restrooms
 - Parking
 - Donor recognition
 - New connections between city parks
 - Improved fishing and boating access
 - Seating and viewing areas
 - Public space for music events/public celebrations

Project Benefits:

- Opportunity for joint marketing Eastern IA loop whitewater parks w/ Charles City and Elkader
- Changing downtown dynamics; much stronger focus on river
- New downtown businesses in anticipation of increased visitor traffic; +/- \$2 million in new, local economic activity projected
- Enhanced river use safety



- Increased fish species diversity and numbers above old dam site – better fishing
- Healthier, cleaner river
- 2015 River Town of the Year; Future designation as Iowa Water Trail enhances tourism promotion

Enhancement/funding strategies:

- Manchester's "Good to Great" Committee, River and Recreation Subcommittee
- Public/Private Partnerships: City, County, State governments, other public agencies, private businesses, other organizations, land owners, volunteers including:
 - \$600,000 – City of Manchester
 - \$200,000 – IA DNR "Low-Head Dam Mitigation and Water Trails Program
 - \$300,000 – Vision Iowa CAT and RECAT grant
 - \$100,000 – IA State Resource Enhancement and Protection (REAP) Grant
 - \$50,000 - Delaware County
 - \$630,000 – Community campaign for business and private donations
- Iowa DNR Rivers Program

Lessons Learned:

- Collaboration is crucial
- State DNR River Program was an important catalyst

References:

http://www.manchesterwhitewater.com/index2.php#/rtext_6/
<http://us5.campaign-archive1.com/?u=0af12fc2ab3fcc498129ee6e7&id=32ba0ee6b0&e=0777a35e2e>
<http://www.thegazette.com/subject/sports/recreation/iowas-largest-white-water-course-opens-20150617>
http://www.manchester-ia.org/index.asp?Type=B_BASIC&SEC=%7B8F2ABE16-D2FC-41E9-B3AF-59B25C89BF7F%7D
<https://www.youtube.com/watch?v=GDCpqFvpNdk> A good video, though without sound, that shows kayaking and tubing in White Water Park.

Active River Project Update

Government Services Committee May 23, 2016



Established water quality testing program with high school environmental science students and Friends of the Fox. Test for dissolved oxygen, phosphorus and biological content on monthly basis for next ten years.



Created expanded landscape design and furnishings plan for Bob Leonard Walkway. Raised \$60K and applied for additional \$20K grant. Will request city approval once all funding in place.



Kinetic sculpture donation for placement on Johannsen's Island by Anderson family. Solar lighting (timed). Met with Brownstone Homeowners Association.



Developed engineering cost estimate for concept feasibility study for RiverPark component. Prove/disprove ability to construct RiverPark without negative consequences.



Developed detailed market, cost and funding analysis of three successful downtown river projects. Greenville, SC; Manchester, IA; Columbus, GA



Initiated marketing program to continue to educate the community, identify the smaller components that we complete in the short term and to set the stage for private fund raising efforts.

Nest



Working with Row America on long range plan to construct rowing skull storage facility at Ferson Creek Park that would be provide rental slots for skulls from other clubs and individuals.



Initiated design concept study for expanding power boat launch and parking at Boy Scout Island. Includes creating new river channel into lagoon, dredging and floating gardens.



Initiated design concept study to bring cycle and pedestrian pathways north of Freedom Trail along railroad embankment. Assumes new trails will be created under Main Street bridge.



Continue discussions with Union Pacific Railroad, City and Park District concerning abandoned right of way from west of Randall Road east through City.

ation from Greenville Mayor White for STC delegation (City, Park District, River Corridor) to visit Greenville SC.

Authorize funding of feasibility study as proposed.

**Concept Feasibility Study
River Park Concept Feasibility Study
Fox River**

Route 0
Local Agency City of St. Charles
Section 0
Project 14-0262
Job No. 0
Existing Structure No. 0

Method of Compensation:
Standard Hourly Rate

*Firm's **approved rates** on file with IDOT's
Bureau of Accounting and Auditing:

Complexity Factor (R) 0.0
Calendar Days 540

Date: 4/3/2016

CHECKS
TOTAL (THIS SHEET)
TOTAL (HOURS BY TASK)

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Hourly Rate	(MH) x Hourly Rate	Services by Others	In-House Direct Costs (IHDC)	Total
1 Data Collection					\$ -	\$ 1,200.00	\$1,200.00
	Engineer VI	12.0	\$185.00	\$2,220.00			\$2,220.00
	Engineer III	12.0	\$117.00	\$1,404.00			\$1,404.00
	Engineering Technician III	14.0	\$116.00	\$1,624.00			\$1,624.00
	S2O Shipley	18.0	\$220.00	\$3,960.00			\$3,960.00
2 Field Survey & Base Map					\$ -	\$0.00	\$0.00
	Engineer VI	8.0	\$185.00	\$1,480.00			\$1,480.00
	Engineer V	2.0	\$165.00	\$330.00			\$330.00
	Engineering Technician III	60.0	\$116.00	\$6,960.00			\$6,960.00
	Engineering Technician II	108.0	\$97.00	\$10,476.00			\$10,476.00
	Senior Scientist	0.0	\$170.00	\$0.00			\$0.00
	ERS III	12.0	\$94.00	\$1,128.00			\$1,128.00
	S2O Shipley	1.0	\$220.00	\$220.00			\$220.00
	S2O Engineer	10.0	\$150.00	\$1,500.00			\$1,500.00
3 Hydraulics					\$ -	\$0.00	\$0.00
	Engineer V	9.0	\$165.00	\$1,485.00			\$1,485.00
	Engineer IV	37.0	\$140.00	\$5,180.00			\$5,180.00
	S2O Shipley	2.0	\$220.00	\$440.00			\$440.00
	S2O Engineer	4.0	\$150.00	\$600.00			\$600.00
4 Alternatives Analysis					\$ -	\$ 1,200.00	\$1,200.00
	Engineer VI	63.0	\$185.00	\$11,655.00			\$11,655.00
	Engineer V	32.0	\$165.00	\$5,280.00			\$5,280.00
	Engineer IV	26.0	\$140.00	\$3,640.00			\$3,640.00
	Engineering Technician III	64.0	\$116.00	\$7,424.00			\$7,424.00
	Senior Scientist	20.0	\$170.00	\$3,400.00			\$3,400.00
	ERS III	6.0	\$94.00	\$564.00			\$564.00
	S2O Shipley	36.0	\$220.00	\$7,920.00			\$7,920.00
	S2O Engineer	133.0	\$150.00	\$19,950.00			\$19,950.00
5 Report and Summary					\$ -	\$835.92	\$835.92
	Engineer VI	6.0	\$185.00	\$1,110.00			\$1,110.00
	Engineer V	0.0	\$165.00	\$0.00			\$0.00
	Engineer IV	4.0	\$140.00	\$560.00			\$560.00
	Engineering Technician III	0.0	\$116.00	\$0.00			\$0.00
	Senior Scientist	0.0	\$170.00	\$0.00			\$0.00
	S2O Shipley	3.0	\$220.00	\$660.00			\$660.00
	S2O Engineer	6.0	\$150.00	\$900.00			\$900.00
6 Meetings and Coordination					\$ -	\$1,200.00	\$1,200.00
	Engineer VI	13.0	\$185.00	\$2,405.00			\$2,405.00

TOTAL COST BY TASK

Task: 1 \$10,408.00
\$9,208.00

Task: 2 \$22,094.00
\$22,094.00

Task: 3 \$7,705.00

Task: 4 \$61,033.00
\$59,833.00

Task: 5 \$4,065.92
\$3,230.00

Task: 6 \$7,655.00
\$6,455.00

**Concept Feasibility Study
River Park Concept Feasibility Study
Fox River**

Route 0
Local Agency City of St. Charles
Section 0
Project 14-0262
Job No. 0
Existing Structure No. 0

Method of Compensation:
Standard Hourly Rate

*Firm's **approved rates** on file with IDOT's
Bureau of Accounting and Auditing:

Complexity Factor (R) 0.0
Calendar Days 540

Date: 4/3/2016

CHECKS
TOTAL (THIS SHEET)
TOTAL (HOURS BY TASK)

Cost Estimate of Consultant's Services in Dollars

Element of Work		Employee Classification	Man-Hours	Hourly Rate	(MH) x Hourly Rate	Services by Others	In-House Direct Costs (IHDC)	Total
		Engineer V	8.0	\$165.00	\$1,320.00			\$1,320.00
		S2O Shipley	9.0	\$220.00	\$1,980.00			\$1,980.00
		S2O Engineer	5.0	\$150.00	\$750.00			\$750.00
Totals			743.0		\$ 108,525.00	\$ -	\$ 4,435.92	\$ 112,960.92

**TOTAL COST
BY TASK**

Route
Local Agency
Section
Project 14-0262
Job No.
Existing Structl 14-0262


WORK HOUR ESTIMATE FOR CONSULTING SERVICES
Concept Feasibilty Study
River Park Concept Feasibility Study

Description			Engineer VI	Engineer V	Engineer IV	Engineer III	Engineering Technician III	Engineering Technician II	Senior Scientist	ERS III	S2O Shipley	S2O Engineer	In House Direct Costs
1	Data Collection												
	1.1	Field Visit	8								18		
		Photo Documentation				8							
	1.2	Topographic Mapping					2						
	1.3	GIS Data											
		Parcel Data					2						
		Utility Info	2				2						
	1.4	Bathymetric Survey	2			4	8						
SUB-TOTAL PERCENT			56.0	12.0 21%		12.0 21%	14.0 25%				18.0 32%		\$ 1,200.00
2	Field Survey & Base Map												
	2.1	Cross Sections and Ground Topo											
	a	Horizontal & Vertical Control						4					
	b	Topographic Survey	2					40			1	3	
	c	Cross Sections						20					
	d	Wetland Survey						4					
	e	Structure Survey						40					
	2.2	Wetland Reconaissance								12			
	2.3	Base Map											
	a	Organize Data gathered in Task 1	2				4						
	b	Integrate ground topo					8						
	c	Cross sections		2			8						
	d	Base Map Exhibits	4				40					7	
SUB-TOTAL PERCENT			201.0	8.0 4%	2.0 1%		60.0 30%	108.0 54%		12.0 6%	1.0 0%	10.0 5%	\$ -
3	Hydraulilcs												
	3.1	Procure FEMA Model		1	3						1		
		Review Model		2	6								
		Convert to HEC RAS		3	16								
	3.2	Hydraulic Analysis											
		Update Model		3	10								
		Update flood Profiles			2						1	4	
SUB-TOTAL PERCENT			52.0		9.0 17%	37.0 71%					2.0 4%	4.0 8%	\$ -
4	Alternatives Analysis												
	4.1	Purpose, location and configuration									1		
		Review base conditions and hydraulic model	1	4							3	3	
		Establish initial concepts	8	4							10	25	
		Alternatives vetting	8	4					4		3	3	
		City Review	4	4									
		Prioritize Concepts	2								3	3	
	4.2	Alternative Development	2	2							1	10	
	4.2.1	Hydraulic Evaluation									10	35	
		Hydraulic Regulatory compliance		2	8								
	4.2.2	Alternative Refinement	2	2								5	
	4.2.3	Plans and Exhibits											
		Project Overview	4				8				3	22	
		Geometric Plan Sheets	4				24						
		River Profile			2		4				1	4	
		Cross Sections	2				8					7	
		Details	4	4			12				1	8	

Route
Local Agency
Section
Project 14-0262
Job No.
Existing Structure 14-0262

WORK HOUR ESTIMATE FOR CONSULTING SERVICES
Concept Feasibility Study
River Park Concept Feasibility Study

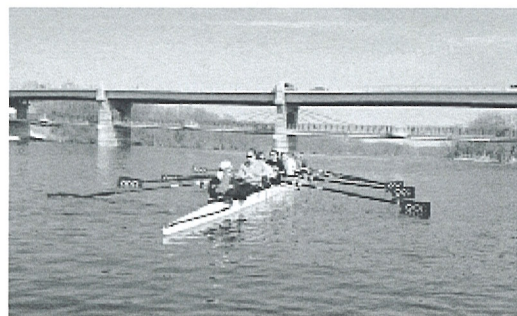
Description			Engineer VI	Engineer V	Engineer IV	Engineer III	Engineering Technician III	Engineering Technician II	Senior Scientist	ERS III	S2O Shipley	S2O Engineer	In House Direct Costs
		Adjacent Land Use	4				8						
	4.2.4	Regulatory Compliance											
		Environmental Concerns	2						6				
		Permit Requirements		6	4				6	6			
	4.2.5	Cost Estimate	8		12							8	
	4.2.6	Schedule	8						4				
SUB-TOTAL PERCENT			380.0	63.0 17%	32.0 8%	26.0 7%	64.0 17%		20.0 5%	6.0 2%	36.0 9%	133.0 35%	\$ 1,200.00
5	Report and Summary												
	5.1	Alternative Feasibility / Preferred Alternative										6	
		Existing Conditions											
		Project Goals and Objectives											
		Project Constraints											
		Process Description											
		Preferred Alternative											
		Regulatory Coordination											
		Exclusions											
	5.2	Costs	2		4								
	5.3	Recommendations	2								3		
	5.4	Executive Summary	2										
SUB-TOTAL PERCENT			19.0	6.0 32%	4.0 21%						3.0 16%	6.0 32%	\$ 835.92
6	Meetings and Coordination												
	6.1	Project initiation (kickoff) meetings (1 meetings @ 3 pers @ 2 hrs)	2	2							2	2	
	6.2	Regulatory Coordination Meetings (3 meetings @ 2 pers @ 2 hrs each)	2	4									
	6.3	City coordination meetings (2 meetings @ 2 pers @ 2 hrs each)	4	2							2		
	6.4	Active River Coordination (1 meeting @ 2 pers @ 2 hrs each)	2								2		
	6.5	Report review with City and Active River (1 meeting @2 pers @ 3 hrs.)	3								3	3	
SUB-TOTAL PERCENT			35.0	13.0 37%	8.0 23%						9.0 26%	5.0 14%	\$ 1,200.00
TOTALS PERCENT			743.0	102.0 14%	51.0 7%	67.0 9%	12.0 2%	138.0 19%	108.0 15%	20.0 3%	18.0 2%	69.0 9%	\$ 4,435.92

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Consideration of Installation of Floating Dock on the Fox River and Attachment to City Property for the St. Charles Rowing Club					
	Presenter:	Peter Suhr					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.23.16			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	N/A	Budgeted:	YES		NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>The St. Charles Rowing Club (SCRC) is requesting the use of City property to install a removable dock to access the Fox River solely for the purpose of launching competitive non-motorized rowing boats. The rowing club has a Building/ Facility Use Agreement with the property owner at 35W403 Pinelands Road in Wayne, IL for access to the Fox River and for the storage and launch of their rowing boats. This property is generally located along the north side of Red Gate Rd. on the East bank of the Fox River. However, this property is not adjacent the Fox River and is separated by a parcel of land that is owned by the Village of Wayne, in essence blocking direct access to the river. To gain direct access to the Fox River and to secure river bank property to attach a launching dock, the St. Charles Rowing Club is requesting to use the City property which is directly adjacent to the 35W403 property. Therefore, their boats can continue to be stored and staged on the 35W403 property, access to the river would be across the City property and their boat dock would also be attached to the City property bank (under the Red Gate Bridge). Please see attached map for further clarification.</p> <p>City staff is prepared to provide more detail and explanation at the Committee Meeting and Chris Meldrum of the St. Charles Rowing Club will be available to answer any questions you may have.</p>							
Attachments: <i>(please list)</i>							
Letter of Request from SCRC*SCRC Informational Sheet*Site Maps*Building/ Facility Use Agreement between SCRC & 35W403 Pineland Road*Illinois Department of Natural Resources (IDNR) Code for Minor Non-Commercial Boat Docks*Boat Dock Specifications*Site Photos							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Consideration of Installation of Floating Dock on the Fox River and Attachment to City Property for the St. Charles Rowing Club							
<i>For office use only:</i>		<i>Agenda Item Number: 4.b</i>					



CHRIS MELDRUM
JUNIORS DIRECTOR

CHRIS@SAINTCHARLESROWING.COM
630.207.8337



*Saint Charles Rowing Club
is a 501(c)(3) charitable
competitive juniors rowing
program. We encourage by
example good
sportsmanship, a sense of
camaraderie, and a
commitment to excellence.*



www.saintcharlesrowing.com

1(630) 207-8337

Chris@saintcharlesrowing.com



Saint Charles Rowing Club





Our mission is to provide a healthy experience and atmosphere where student athletes can experience all the benefits that rowing has to offer. Our rowing programs are designed to bring out the best in each of our rowers in a fun yet very competitive environment.

Saint Charles Rowing Club was founded in 2012, with the expressed intent to bring competitive rowing to the Fox River, acquaint the community with rowing, and engage 15-18 year olds to participate in the truest form of competition and team work!

SCRC is neither exclusive, elite, privileged or arrogant. Rowing is an incredibly rewarding sport; extremely difficult, yet immense in the rewards through hard work and determination it can offer.



City of St. Charles, Illinois

The City of St. Charles, Illinois, is located in St. Louis County, Missouri.
Phone: 636-377-1000 Fax: 636-377-1000 www.stcharles.org

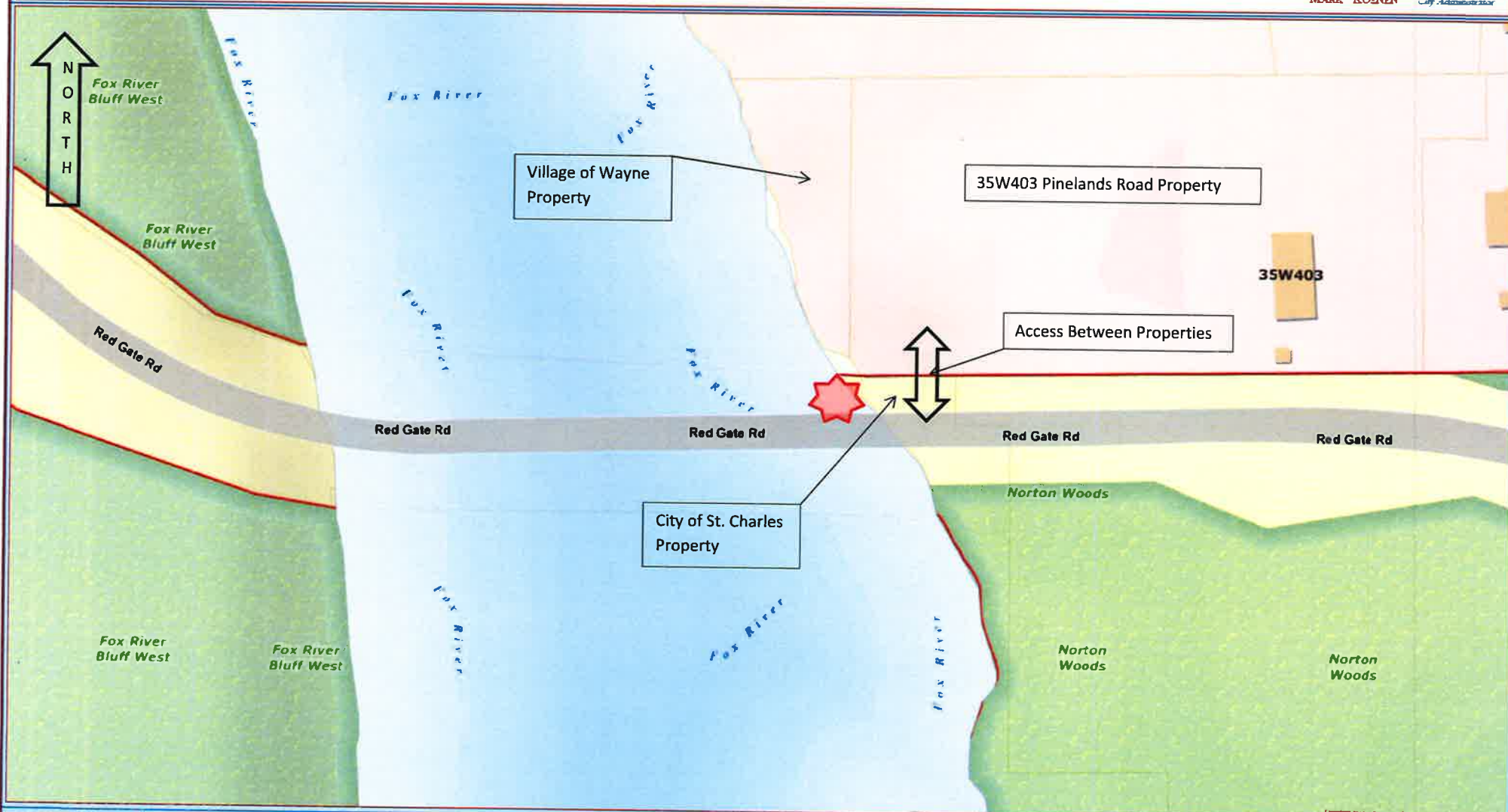
Precision GIS

RAYMOND BOGINA

Mayor

MARK KOENEN

City Administrator



2008 Survey
City of St. Charles, Illinois
St. Louis County, Missouri
St. Louis County, Missouri
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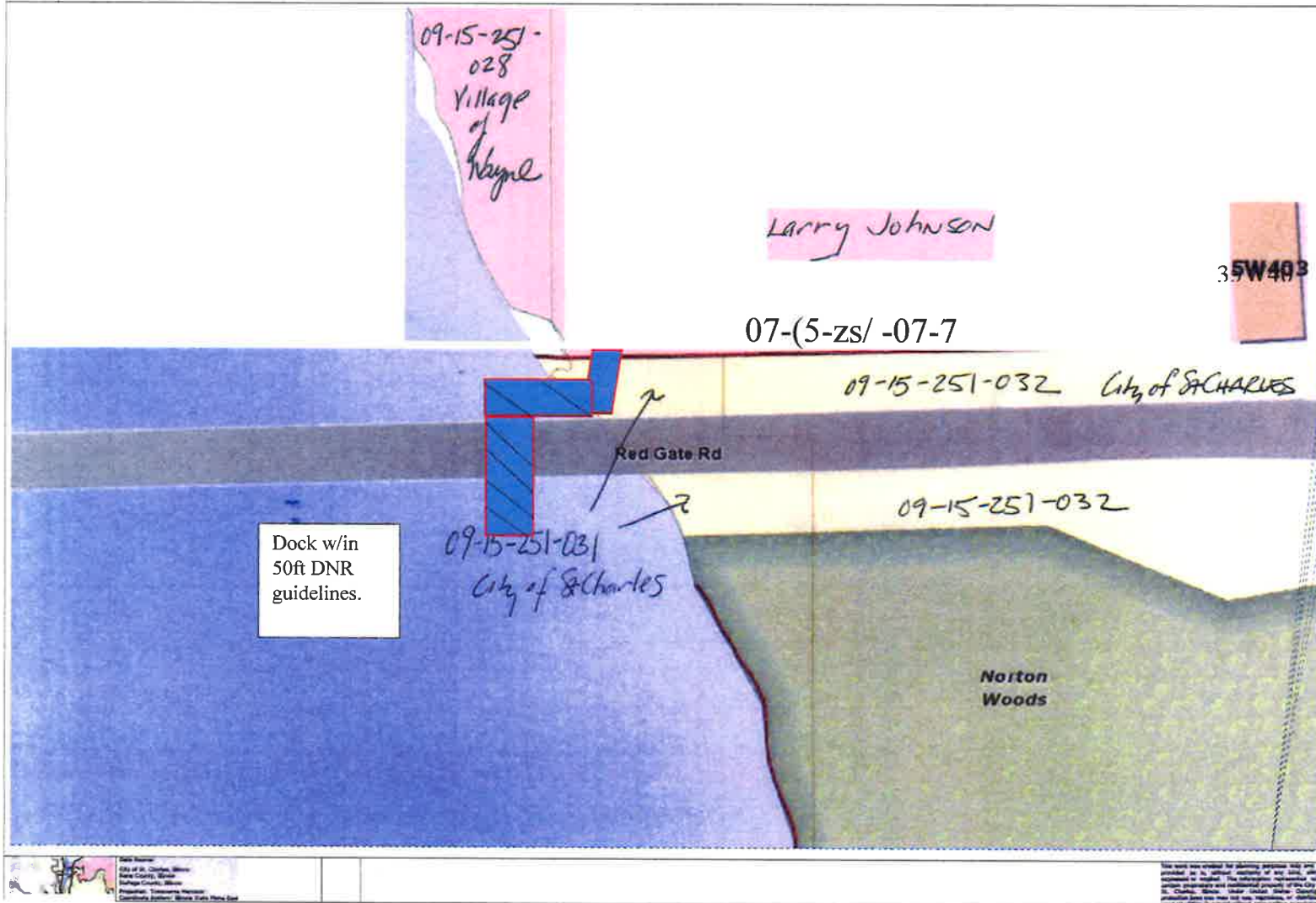


Proposed Floating Dock

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This map was created for planning purposes only and is not intended to be used for any other purpose. The information contained herein is for informational purposes only and does not constitute a warranty or any other form of insurance. The information contained herein is for informational purposes only and does not constitute a warranty or any other form of insurance. The information contained herein is for informational purposes only and does not constitute a warranty or any other form of insurance.

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Comment [CM1]: 50' dock

Comment [CM2]:

Comment [CM3]: Dock w/in 50' DNR guidelines

Comment [CM4]:

Comment [CM5]:

BUILDING/FACILITY USE AGREEMENT

This is a legal contract. Read before signing.

GENERAL CONDITIONS AND AMOUNT OF FEE

It is agreed between Larry Johnson 35W403 Pinelands Road Wayne IL 60184, hereinafter referred to as PROPERTY OWNER/LANDLORD and The Saint Charles Rowing Club/ 501(c)(3), hereinafter referred to as USER, that the PROPERTY OWNER/LANDLORD, shall allow the USER access and the use of the FACILITY as conditioned and described below, subject to all the policies and procedures of PROPERTY OWNER/LANDLORD, in consideration of \$1.00.

This total fee includes the following: Fees \$0.0, custodial or other staff costs \$0.0, and other miscellaneous costs attached hereto as Exhibit "A" in the total amount of \$0.

ORGANIZATION REQUESTING USE: The Saint Charles Rowing Club

FACILITY TO BE USED: 35W403 Pinelands Road Wayne IL 60184

DATE(S) OF USE: April 1, 2015 to December 31, 2017 *

TIME NEEDED: FROM 12:00 a.m./p.m. to 12:00 a.m./p.m.

IS AN ADMISSION FEE CHARGED? ☐ YES ☒ NO Amount \$ \$0.00

PURPOSE OF USE (Type of Activity): Community rowing program

SPECIAL EQUIPMENT NEEDS: User will provide all special need equipment

SPECIAL PERSONNEL NEEDED: User will provide all special need personnel

Note: PROPERTY OWNER/LANDLORD is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by the PROPERTY OWNER/LANDLORD and the USER, and the specific related terms for the special equipment or personnel have been set forth on the attached Exhibit "A."


The undersigned has been given authority to act for and be responsible for the USER making this application. USER will see that the FACILITY is not misused or abused, that there is proper adult supervision at all times, that the FACILITY is used in conformity with all policies and regulations of the PROPERTY OWNER/LANDLORD, and that all other terms of this BUILDING/FACILITY USE AGREEMENT are adhered to and followed.


* User understand that if property is sold - then this agreement may be terminated

user agreement

The undersigned understands and agrees that this BUILDING/FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER and PROPERTY OWNER/LANDLORD, that the event is neither a conducted event nor a sponsored event of PROPERTY OWNER/LANDLORD. In addition, it is understood that PROPERTY OWNER/LANDLORD will not exercise any physical or other control over the operation of the event other than those already spelled out in this BUILDING/FACILITY USE AGREEMENT. In addition, USER understands that PROPERTY OWNER/LANDLORD is not providing any supervision by this agreement.

NO OTHER PROMISES OR WARRANTIES

 X USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS IS condition. *USER to initial to left.*

 X USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. *USER to initial to left.*

INSURANCE [Check Where Applicable]

LIABILITY INSURANCE

USER at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement public liability insurance insuring against ALL liability of USER, PROPERTY OWNER/LANDLORD, and their authorized representatives arising out of and in connection with USER'S use of the FACILITY, with a single liability limit of:

Check Appropriate Box

X \$500,000 ☐ \$1,000,000 ☐ \$_____

PROPERTY DAMAGE INSURANCE

USER also at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement property damage limits covering the facility to be used of not less than:

Check Appropriate Box

X \$500,000 ☐ \$1,000,000 ☐ \$_____

It is the intention of both USER and PROPERTY OWNER/LANDLORD that both the public liability and property damage insurance shall insure performance by USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of USER hereunder.

PROPERTY OWNER/LANDLORD shall be named as an additional named insured on the insurance policy purchased by USER, which is the subject of this agreement.

USER agrees to provide PROPERTY OWNER/LANDLORD with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this agreement.

EXPRESS INDEMNITY

Check *Either* INDEMNITY PROVISION "A" *Or* INDEMNITY PROVISION "B"

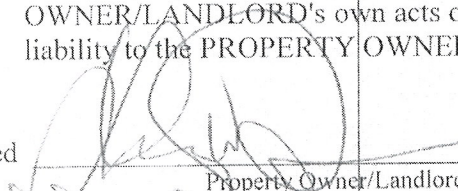
☒ INDEMNITY PROVISION "A"

USER agrees to save, indemnify, and keep harmless PROPERTY OWNER/LANDLORD against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by USER, save and except claims or litigation arising through the sole negligence or sole willful misconduct of PROPERTY OWNER/LANDLORD. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.

☐ INDEMNITY PROVISION "B"

USER agrees to save, indemnify, and keep harmless PROPERTY OWNER/LANDLORD against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property in which PROPERTY OWNER/LANDLORD shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with USER'S use of the premises. It is the intention of the parties that the indemnity provided by this agreement provides for indemnity to the PROPERTY OWNER/LANDLORD for the PROPERTY OWNER/LANDLORD's own acts of passive negligence that solely or contributorily cause liability to the PROPERTY OWNER/LANDLORD, but USER is not indemnifying the PROPERTY OWNER/LANDLORD for the PROPERTY OWNER/LANDLORD's own acts of active negligence that solely or contributorily cause liability to the PROPERTY OWNER/LANDLORD.

Signed



Property Owner/Landlord

Date

April 12, 2016

Signed



User

Date

April 11, 2016

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES
OFFICE OF WATER RESOURCES
ONE NATURAL RESOURCE WAY
SPRINGFIELD, ILLINOIS 62702-1271**

REGIONAL PERMIT NO. 3

**AUTHORIZING CONSTRUCTION OF MINOR PROJECTS
IN NORTHEASTERN ILLINOIS REGULATORY FLOODWAYS**

INTRODUCTION

Under the provisions of 17 Illinois Administrative Code, Part 3708, any construction within a regulatory floodway in Cook, DuPage, Kane, Lake, McHenry and Will counties requires a permit from the Illinois Department of Natural Resources, Office of Water Resources and from the local unit of government having jurisdiction.


The Part 3708 rules allow the Department to issue regional permits for specific activities which would not singularly or cumulatively result in increased flood stage or velocity. Subsequent to the effective date of this regional permit, it will not be necessary to submit applications to, or obtain individual permits from, the Department of Natural Resources, Office of Water Resources for those activities listed which meet the specified terms and conditions.

The Part 3708 rules require that all floodway construction applications be prepared and reviewed by a registered professional engineer. The registered professional engineer's preparation and review required by the Part 3708 rules is waived for projects meeting the terms and conditions of this regional permit.

APPLICABILITY

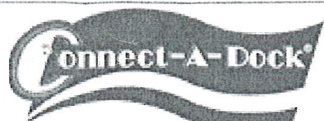
Except as noted, this regional permit applies to the construction of the specified projects within regulatory floodways designated by the Department of Natural Resources, Office of Water Resources pursuant to 17 Illinois Administrative Code, Part 3708 (Lake Michigan is not included).

Minor non-commercial boat docks

- 
- (a) The boat dock must not project more than 50 feet into a waterway, and in no instance greater than 1/4 of the width of the waterway, and shall not extend beyond any established navigation limits of the Department of Natural Resources and the Corps of Engineers.
 - (b) The width of the boat dock must not be greater than 10 feet.
 - (c) For L-shaped or T-shaped docks, the length of that portion parallel to the shoreline must not exceed 50 percent of the landowner's shoreline frontage, nor be greater than 50 feet in length.
 - (d) Docks must be aligned so as not to cross the straight-line projection of property lines into the waterway or come within 10 feet of the straight-line projection of the property line.
 - (e) Seasonal shore stations/boat lifts must be located adjacent to a boat dock or seawall and must not cross the straight-line projection of the property lines.
 - (f) Dock posts must be marked by reflective devices. It is recommended that navigation indicator colors not be used.
 - (g) The boat dock must be securely anchored to prevent its detachment and becoming a floating hazard during times of high water or winds.
 - (h) Metal drums or containers may not be used as buoyancy units unless they are filled with flotation foam. Containers which previously stored pesticides, herbicides, or any other toxic chemicals are not permissible.
 - (i) This permit does not authorize any other permanent structures, such as non-fabric roofs and elevated decks.
 - (j) Nonfloating boat docks must be constructed in a manner which will minimize obstruction of flow.
 - (k) If at any future date the Department of Natural Resources or the Corps of Engineers determines that the dock facility obstructs or impairs navigation, or in any way infringes upon the rights or interests of the public or any individual party, the permittee agrees to make necessary modifications to the dock as determined by the Department of Natural Resources or the Corps of Engineers.

DNR
water resources
minor projects

complete permit
under page 5



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(../index.htm)

Company Info (../aboutUs.htm)

Floating Dock (connectADock.htm)

1000 Series Dock
(1000Series/connectADock1000Series.htm)

2000 Series Dock
(2000Series/2000Series-floating-Dock.htm)

PWC Dock (2000Series/pwc.htm)

Rowing
(1000Series/rowingDock.htm)

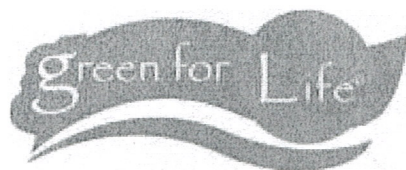
Environmentally friendly



(connectADock.htm)

Rotationally molded from polyethylene and have no polystyrene beads or CCA

1000 Series Low Profile and 2000 High Profile Series



Both the **1000 Series-Low Profile** (1000Series/connectADock1000Series.htm) and **2000 Series-High Profile** (2000Series/2000Series-floating-Dock.htm) docks are rotationally molded from polyethylene and have no polystyrene beads or CCA (Chromated Copper Arsenate)-environmentally friendly.

The color is throughout the wall -- If you scratch it, it will be the same color. No painting ever.

Cleaning the docks can be done with a garden hose and wisk broom - No harsh chemicals.

Low-maintenance, color-molded polyethylene resists oil, gas, UV rays and salt water, and won't rot, peel or splinter like wood. With a slip-resistant surface that sheds both water and the sun's extreme heat, you are assured long-term performance, season after season.

Connect-A-Dock is not in the business of producing scrap parts and tracks the production of scrap weekly. We try to isolate the causes of scrap production and eliminate those variables damaging to the process. However if scrap part is produced, the material is sold to an ICO processing facility. Then the scrap part is reground and used to make other parts.

1000 and 2000 Series Dock Specs:

Both the 1000 and 2000 Series docks are rotationally molded from polyethylene and have no polystyrene beads or CCA (environmentally friendly).

The color is throughout the wall -- If you scratch it, it will be the same color.

1000 Series:

Model: [FS1030 \(1000Series/accessories.htm\)](#)

45" x 30" x 10" (76.2 cm x 114.3 cm x 25.4 cm)

Weight: 50 lbs. (22.68 Kg)

Maximum Floatation: 325 lbs per section (147.4 Kg)

Model: [FS1060 \(1000Series/accessories.htm\)](#)

45" x 60" x 10" (114.3 cm x 152.4 cm x 25.4 cm)

Weight: 90 lbs. (41 Kg)

Maximum Floatation: 690 lbs per section (313 Kg)

2000 Series:

Model: [FS2096 \(2000Series/2000accessories.htm\)](#)

48" x 96" x 20" (121.9 cm x 243.8 cm x 50.8 cm)

Weight: 200 lbs. (91 Kg)

Maximum Floatation: 2500 lbs per section (1134 Kg)

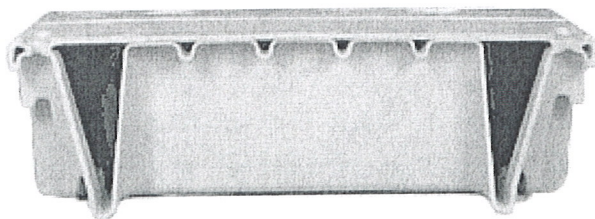
Model: [FS2120 \(2000Series/2000accessories.htm\)](#)

72" x 120" x 20" (182.9 cm x 304.8 cm x 51 cm)

Weight: 428 lbs. (194 Kg)

Maximum Floatation: 4800 lbs per section (2177 kg)

Dock Cross Section:



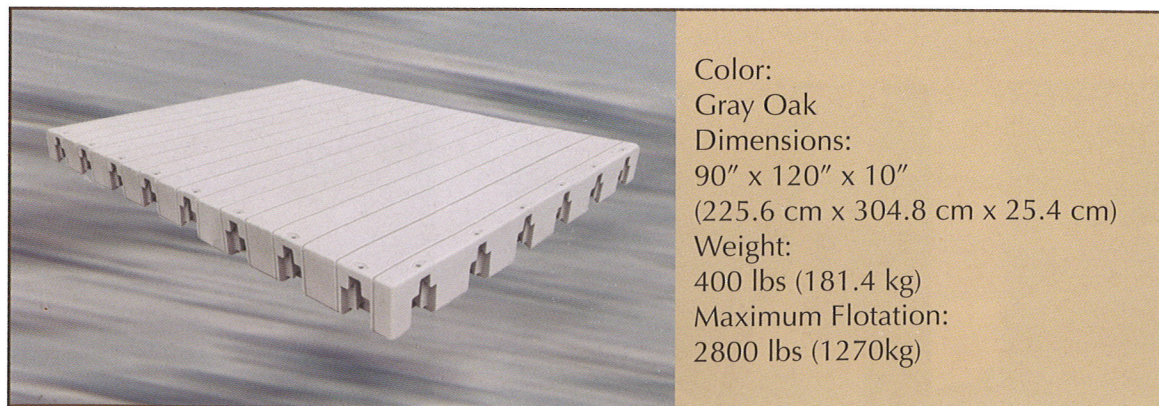




SWIMMING, BOATING & FISHING

A lifetime of waterfront adventures awaits with the family-friendly Connect-A-Dock floating dock system. Modular design and rugged construction allow a simple, quick and reliable way to build boat docks, rowing docks, fishing docks, swim platforms and anything else you can imagine at home, in parks and at resorts.

Connect-A-Dock floating dock system will help you create many family memories of safe and enjoyable fun around the water!



Color:
Gray Oak
Dimensions:
90" x 120" x 10"
(225.6 cm x 304.8 cm x 25.4 cm)
Weight:
400 lbs (181.4 kg)
Maximum Flotation:
2800 lbs (1270kg)

Connect-A-Dock is engineered to be safe, with a skid resistant surface that sheds both water and the sun's extreme heat. Everyone will appreciate the splinter and nail-free construction.

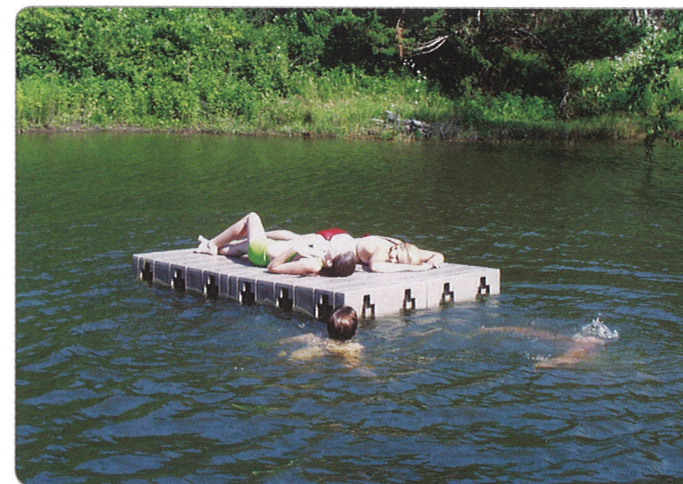
- Modular design
- 8" (20.32 cm) freeboard
- Easy to install
- Wood grain anti-skid surface
- UV protected
- Environmentally friendly
- Salt water safe



1000 Series is the logical choice for extending your waterfront enjoyment providing the ultimate versatility in configuration, simple installation and extreme durability. Designed for maintenance-free use as a floating boat dock and platform, the 1000 SERIES - (LP) is best suited for smaller bodies of water or coves that are protected from large waves.

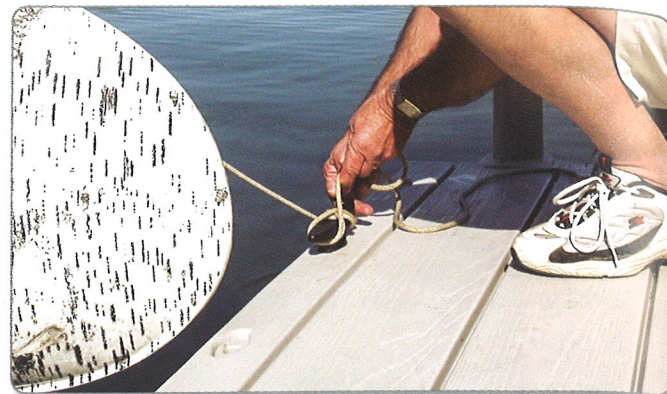
The **modular connection system** allows you to configure, rearrange and expand your dock in an unlimited variety of shapes and sizes.

However You Connect It — Make It Your Own



Series
1000

Stable, completely versatile and extremely durable, the Connect-A-Dock system is easy to install and virtually maintenance-free. The modular float sections can be assembled into a variety of attractive configurations, then rearranged, season after season.



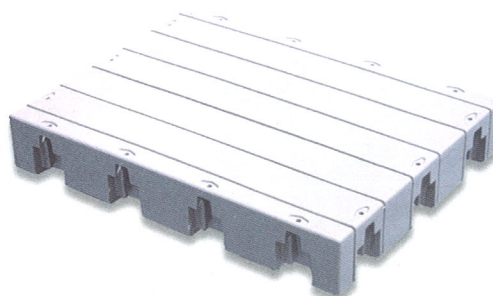
90" x 120" Float Section

90" x 120" x 10"

(228.6 cm x 304.8 cm x 25.4 cm)

FS1120

The primary component of the slip fit connection system.



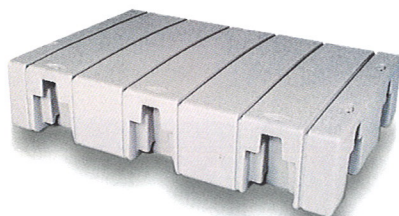
45" x 60" Float Section

45" x 60" x 10"

(114.3 cm x 152.4 cm x 25.4 cm)

FS1060

The primary component of the slip fit connection system.



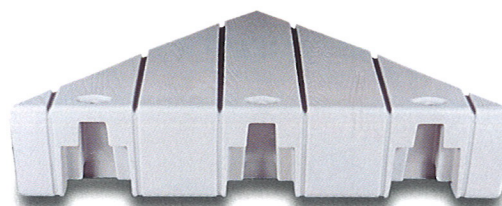
45" x 30" Float Section

45" x 30" x 10"

(114.3 cm x 76.2 cm x 25.4 cm)

FS1030

A smaller float section that is half as big as the FS1060, when a little more length is needed.



Corner Float Section

44" x 33" x 10"

(111.8 cm x 83.8 cm x 25.4 cm)

CFS1010

Adds strength, stability and extra walking space to the fingers of your dock.


















	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Award the Bid for Mechanical Systems Maintenance and Service Contract					
	Presenter:	AJ Reineking					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.23.16			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	\$74,075.00	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>In 2008, all of the City's building assets were consolidated under one service agreement for HVAC maintenance and repair. This contract included City Hall, the Police Station, Fire Stations, the Public Works complex, and various water, wastewater, and electric facilities throughout the community.</p> <p>On May 9, 2016 the City publicly opened bids for Building Mechanical Systems Maintenance & Service contract. The City received five bids from qualified contractors with Geostar Mechanical, Inc. of Rockford, IL being the lowest responsive, responsible bidder.</p> <p>The base bid will be for a two year contract with up to three additional one-year extensions, for a total of five years if all options are exercised.</p>							
Attachments: <i>(please list)</i>							
*Bid Specifications *Bid Tabulation *Geostar Mechanical Bid Sheet							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommendation to award the bid for Building Mechanical Systems Maintenance & Service to Geostar Mechanical, Inc. in the submitted bid amount of \$74,075.							
<i>For office use only:</i>		<i>Agenda Item Number: 4.c</i>					

SPECIFICATIONS/SPECIAL PROVISIONS

Building Mechanical Systems Maintenance & Services Contract

BID OPENING – Bids must be submitted to the St. Charles Municipal Center, located at 2 E. Main Street, St. Charles, IL 60174 by May 9, 2016 at 2:00 PM.

General Information

The City of St. Charles will accept sealed bids for a 24 month HVAC maintenance contract, with three (3) optional one (1) year extensions for service work at the City's various facilities. The intent of this bid is to obtain the services of a qualified contractor, having experience in the preventive maintenance and repair of commercial and industrial plumbing, heating and air conditioning systems. The contractor will be capable of providing the full spectrum of services consisting of maintenance, repair, and replacement of the heating, ventilating, air conditioning systems, subsystems, and components normally considered as part of an HVAC system, and required for the proper functioning of that system according to standard industry practices and usage. The contractor shall also be capable of providing maintenance, repair and replacement of all vent piping, water heaters, and drinking fountains.

MANDATORY PRE-BID MEETING – A mandatory pre-bid meeting will be held on Wednesday, April 27, 2016 at 8:00 a.m., beginning at the St. Charles Public Works offices, located at 200 Devereaux Way, St. Charles, IL 60174.

SPECIFICATIONS

Scope

There are two different types of work anticipated under this contract: 1) HVAC preventive maintenance, and 2) diagnostics and general repairs to restore operation of the systems in the event of failure. Compensation for general repairs to the systems will be on a time and material basis, with the scope of the work to be mutually agreed upon by the City and the contractor.

Prospective bidders will provide a bid price for HVAC preventive maintenance/services over five (5) separate periods. Maintenance shall generally be performed quarterly for all equipment, unless the manufacturers' recommendations dictate otherwise. An equipment list for all mechanical equipment is attached to this document. The City does not warrant that the list is completely up to date. Bidders will have the opportunity to review the equipment listed at the Mandatory Pre-Bid Meeting.

It shall be the successful bidder's responsibility to update the equipment list as warranted and inspect each asset for each item listed on the inspection checklists. The first period shall begin upon mutual acceptance of the service agreement, lasting through April 30, 2017. The second period is for one (1) year starting May 1, 2017 through April 30, 2018. The bid price shall include prices for all air filters and belts, as recommended by the equipment manufacturer, other related parts and materials required to perform preventive maintenance services.

The contractor must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters, valves, piping, furnaces, boilers, water heaters, mixing valves or other equipment used for climate control. The successful contractor shall furnish all labor, equipment, parts, and materials necessary to maintain and operate the respective HVAC systems in top operating condition at all times. After review and signing of a waiver, the successful contractor will be allowed to use the City's boom lift. It will be the responsibility of the successful contractor to supply all PPE required of their employees. Should the city's lift be unavailable at any time, the successful contractor would then need to provide their own lift. The Contractor's lift may be temporarily stored on site at the Public Works Facility as long as it does not pose a hazard to City personnel, as determined by the Public Works Manager or designee. Preventative inspection and maintenance will be performed between the hours of 7:00AM – 3:00 PM. The scope of equipment included in this contract is included in ***Appendix A***. *The listing in Appendix A may*

not be entirely current and is not meant to be inclusive of all equipment covered under the contract; rather it should serve as an indication of the type and size of each system.

Maintenance Inspections/Reports

The City shall issue to the successful bidder inspection checklists, based off of the language set forth here within, specific to the piece of equipment. The successful bidder shall complete the equipment preventative maintenance inspections and provide relevant checklists on the quarter it is due and forward to the Public Works Manager or designee. Upon execution of this contract, and as equipment is replaced/modified, the contractor shall provide the Public Works Manager with an up to date checklist.

The contractor shall inspect the respective systems for indications of wear or pending failure, and improper operation of equipment at a minimum of once per quarter throughout the duration of the contract. ***The inspection schedule shall be maintained by the successful contractor during the awarded contract.*** Any maintenance operations found to be unsatisfactory, equipment found not properly maintained, or any repair or extra work found necessary by the City shall be reported to the contractor in writing or via phone. Upon notice, the contractor shall immediately make the necessary corrections to bring the system up to the prescribed standard. The contractor shall submit a dated report to the City indicating that the work prescribed by the City has been completed.

Inventory of Parts/Materials/Equipment

The contractor shall maintain, in their local, office an adequate inventory of repair and replacement parts and components, and per the City's request, shall demonstrate that they own the proper tools and test equipment necessary to maintain all the systems under contract. The contractor shall act in the best interest of the City in the selection of material and equipment which has been authorized for purchase by the City.

Term of Contract

The initial term of this contract shall begin upon award of the bid and mutual acceptance of the service agreement through April 30, 2018. The City reserves the right to terminate the contract at any time by giving a thirty (30) day written notice to the contractor. In the event of such termination, the contractor shall be entitled to receive payment for services and work performed, materials, supplies, and equipment furnished under the terms of the contract prior to the effective date of the termination, but will not be entitled to any further claims against the City.

Payment

Payment of the annual charge for the HVAC maintenance services in this contract shall be made in four (4) equal quarterly payments following receipt of an invoice at the conclusion of each quarterly maintenance cycle.

Invoices shall be arranged in line-item order by facility. Charges for general repair work shall be detailed and invoiced upon completion of the work. All service slips detailing the scope of work performed, technician name(s), and total time worked on the project must accompany the contractor's invoice. The contractor's technician shall have the Public Works Manager, or designee, sign each service slip after completion of the job task. All invoices shall be provided within 30 days of work being performed. Certified payroll forms and service slips shall be submitted with all invoice(s).

General Repairs: Bidders are required to provide pricing for standard labor hours as well as emergency hours on the *Bid Submittal Form*. This figure shall be for the performance of non-preventative maintenance repairs that are necessary to ensure that the plumbing, heating, ventilating, and air conditioning systems operate in accordance with the manufacturer's specifications. General repair service, including emergency repairs shall be available 24 hours a day, 7 days a week, year round. The successful bidder shall have staff on site within 2 hours of the emergency service request being placed. All repairs shall be approved in advance by the Public Works Manager or designee.

Parts Costs Mark-up Percentage:

The bidder shall provide the City with a fixed mark-up percentage for all materials used for the general repair services portion of this contract. Upon request, the contractor shall provide the City with the original receipts of materials to verify the mark-up percentage. (Note that prices for pleated filters, belts and other materials necessary for the routine

maintenance of the HVAC system are included in the bid cost of the preventative maintenance package and are not subject to this stipulation.)

Warranty- General HVAC, Plumbing & Backflow Preventer Repairs:

All parts & labor covered under this contract shall be warranted by the contractor for a period of no less than 180 days from the date of repair.

Contract Supervision

This contract will be under the administration of the Public Works Manager – Public Services Division, specifically the Public Services Division Manager or other individual designated by the Public Works Manager.

Personnel

The contractor may be working in areas containing sensitive or restricted information or materials. No employee of the contractor selected for this bid shall have a criminal record with felony convictions working in our facilities. The City shall have and shall exercise full and complete control over granting, denying, withholding, or terminating clearance for contractor's employees. Upon the written request of the City, the contractor shall replace employees whom the City deems careless, discourteous, or otherwise objectionable, who cannot meet standards required for security, or any other reasons not mentioned, that may prevent an employee from successfully performing the scope of work described herein. The contractor will provide and maintain a current list of employees working on the City account. Copies of the listing shall be issued to the Public Works Manager or designee.

All contractor employees will display City approved contractor issued photo identification badges while working on City premises. No employees will be allowed access to any area without displaying the required identification badge. Employees shall wear uniforms with a company identification patch at all times while working on City premises.

Background Check

The City requires that the vendor conduct thorough background investigations on its employees including a criminal background check and that the vendor can provide proof of no felony convictions for the employees assigned to work in City of St. Charles facilities. ***No contractor employees, at any time during the contract period, shall commence work until the above listed information has been submitted.***

Security and Access

The contractor may be required to work in areas which are under secured access. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. Each day, access cards or keys will be furnished by the City to the contractor so as to allow access to the various areas to be maintained. The access cards or keys will be issued from, and shall be returned to, the Public Works Manager or designee at the completion of each working shift. The contractor's representative will sign for each access card or key set received. The contractor's representative shall maintain a communications device at the expense of the contractor, in which City personnel can communicate with those persons in case of emergency.

Qualified Personnel

The contractor shall at all times provide sufficient numbers of qualified technicians to perform the work required and described herein. The contractor's technicians shall be qualified to operate and program the Johnson Control “Metasys” Building Management System. The contractor shall utilize journeyman technicians with at least 5 years’ experience as a journeyman for all repairs and maintenance. Apprentice technicians shall be allowed to work directly under a journeyman should the task dictate two or more technicians are necessary.

The technicians assigned to maintain mechanical systems will be qualified to service the equipment type under contract as well as all associated pneumatic, electric, and electronic controls. The technicians shall have significant experience in the field of HVAC system service.

Concurrent Operations

This contract is a nonexclusive contract with the City. The City reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the contractor to cease performance of work as directed.

Licenses and Permits

The contractor shall, at his/her expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The City will waive the cost of all required City licenses, fees, and permits.

Subcontracts

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the Public Works Manager or his designee. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the contractor, and shall perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the contractor.

Severability

If any portion of this contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the contract shall remain in full force and effect.

Special and Unforeseen Work Requested by the City

Due to the generalized nature of the work under this contract, instances may occur where the City desires to have additional HVAC services provided outside the original intent of these specifications. Payment for these services will be made on a time and material basis, per the bid price, with prior written approval from the City.

Whenever practical, the contractor shall prescribe repairs to the equipment rather than replacement of the unit or part of the unit. When replacement of the unit, or large component, is recommended, the contractor shall describe the issue and explain to the City representative why the replacement is prudent over the repair.

Alterations/Modifications

The successful bidder shall not make any modifications or alterations to any system within City owned property and buildings without the express written authorization of the Public Works Manager.

HVAC Preventative Maintenance

The contractor will provide preventative maintenance services for all HVAC equipment covered under this contract in accordance with the manufacturer's recommendations. Enclosed with this bid is an equipment list of each asset type and location. The contractor shall perform all preventative maintenance inspections for the each piece of equipment listed in *Appendix A* for the duration of the contract. Generally, all filters shall be changed quarterly and belt changes and preventative maintenance and inspections of all equipment shall be inspected semi-annually (spring and fall). In addition, all air conditioning coils shall be power washed each year prior to the cooling season (after the cottonwoods seed). If an inspection or maintenance period is unknown for a piece of equipment, the Contractor shall make a recommendation to the City for a prescribed maintenance schedule prior to commencing work. All deficiencies discovered during the preventive maintenance procedures shall be corrected and proper operation of the HVAC system restored according to the terms of this contract.

The equipment lists are examples for the type of equipment and are not meant to be inclusive of all equipment covered under the contract; rather it should serve as an indication of the type and size of each system and the preventative maintenance checkpoints. At the conclusion of the first year of this contract, the successful bidder shall provide the City

with a PM checklist for each piece of equipment present (listed or unlisted), indicating the location/make/model/serial number, as well as PM checkpoints for each item.

The bidder shall provide a fixed quarterly compensation basis for performing this preventive work for each system identified. This fixed quarterly compensation shall include the cost for parts, materials, equipment, and overhead that are required to perform the preventive maintenance as specified.

Exhaust Fan Drive Belt Replacement

Annually, all exhaust fan drive belts shall be replaced with Goodyear or Browning brand belts. The old belt shall be kept in a sleeve in close proximity to the exhaust fan to serve as a temporary backup, should the need arise.

Award of Bid

Bids will be evaluated based on the following items and any other relevant information:

- Responsiveness of bid submittal;
- Contractor's qualifications;
- References; and
- Costs for annual labor, materials, and repairs.
 - **For comparison purposes**, in addition to the annual maintenance pricing, the time and materials prices submitted will assume 100 hours of regular repairs, 25 hours of emergency repairs and \$30,000 in parts and supplies plus the bidder's submitted markup rate. These figures will be used only to compare the bids and in no way represent a guaranteed minimum.

The City of St. Charles reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids.

The City of St. Charles does not discriminate in admission, access to, treatment, or employment in its programs and activities.

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60014

Bid Opening: Monday, May 9, 2016 at 2:00 p.m.

Bidder Information

Company Name: _____ **Telephone:** _____
Address: _____ **Fax:** _____
City, State, Zip: _____ **Email:** _____
Contact Person: _____

BID PRICE: Building Mechanical System Maintenance & Service

1. FY16/17 Annual Maintenance

- a. Police Dept. (10 State Ave./ 211 Riverside Dr.).....\$ _____
- b. Century Station/Fire Station 1.....\$ _____
- c. Fire Station 2.....\$ _____
- d. Fire Station 3.....\$ _____
- e. Municipal Center.....\$ _____
- f. Public Works Facility.....\$ _____
- g. Wastewater Treatment Plant (Devereaux Way).....\$ _____
- h. Westside Wastewater Treatment Plant.....\$ _____
- i. Wastewater Treatment Plant Lab.....\$ _____
- j. Riverside Lift Station.....\$ _____
- k. Regular Time Hourly Rate.....\$ _____/hr
- l. Emergency Overtime Hourly Rate.....\$ _____/hr

2. FY17/18 Annual Maintenance

- a. Police Dept. (10 State Ave./ 211 Riverside Dr.).....\$ _____
- b. Century Station/Fire Station 1.....\$ _____
- c. Fire Station 2.....\$ _____
- d. Fire Station 3.....\$ _____

- e. Municipal Center\$ _____
- f. Public Works Facility\$ _____
- g. Wastewater Treatment Plant (Devereaux Way).....\$ _____
- h. Westside Wastewater Treatment Plant\$ _____
- i. Wastewater Treatment Plant Lab.....\$ _____
- j. Riverside Lift Station\$ _____

- k. Regular Time Hourly Rate\$ _____/hr
- l. Emergency Overtime Hourly Rate\$ _____/hr

3. OPTIONAL: FY18/19 Annual Maintenance

- a. Police Dept. (10 State Ave./ 211 Riverside Dr.).....\$ _____
- b. Century Station/Fire Station 1.....\$ _____
- c. Fire Station 2.....\$ _____
- d. Fire Station 3.....\$ _____
- e. Municipal Center\$ _____
- f. Public Works Facility\$ _____
- g. Wastewater Treatment Plant (Devereaux Way).....\$ _____
- h. Westside Wastewater Treatment Plant\$ _____
- i. Wastewater Treatment Plant Lab.....\$ _____
- j. Riverside Lift Station\$ _____

- k. Regular Time Hourly Rate\$ _____/hr
- l. Emergency Overtime Hourly Rate\$ _____/hr

4. OPTIONAL: FY19/20 Annual Maintenance

- a. Police Dept. (10 State Ave./ 211 Riverside Dr.).....\$ _____
- b. Century Station/Fire Station 1.....\$ _____
- c. Fire Station 2.....\$ _____

- d. Fire Station 3\$
- e. Municipal Center\$
- f. Public Works Facility\$
- g. Wastewater Treatment Plant (Devereaux Way)\$
- h. Westside Wastewater Treatment Plant\$
- i. Wastewater Treatment Plant Lab\$
- j. Riverside Lift Station\$

- k. Regular Time Hourly Rate\$/hr
- l. Emergency Overtime Hourly Rate\$/hr

5. OPTIONAL: FY20/21 Annual Maintenance

- a. Police Dept. (10 State Ave./ 211 Riverside Dr.)\$
- b. Century Station/Fire Station 1\$
- c. Fire Station 2\$
- d. Fire Station 3\$
- e. Municipal Center\$
- f. Public Works Facility\$
- g. Wastewater Treatment Plant (Devereaux Way)\$
- h. Westside Wastewater Treatment Plant\$
- i. Wastewater Treatment Plant Lab\$
- j. Riverside Lift Station\$

- k. Regular Time Hourly Rate\$/hr
- l. Emergency Overtime Hourly Rate\$/hr

6. Parts Markup Percentage%

List any and all deviations from minimum specifications:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative

Title

Company Name

Street Address

City

State

Zip Code

(Area Code) Phone Number

CITY OF ST. CHARLES

REQUEST FOR PROPOSALS:

HVAC Maintenance & Services

Proposals Due: Monday May 9, 2016 at 2:00 p.m.

ADDENDUM #1 – Friday, April 29, 2016

Please Note:

1. The 2015 Belt & Filter List is attached.
2. A modified Equipment List is attached.
3. The “new building” referenced in the site visit is the Sludge Handling Building which is part of the Wastewater Treatment Plant on Devereaux Way.
4. Unit Heaters shall be serviced annually, not quarterly. This service shall take place in the fall, generally September.
5. Makeup Air Units shall be serviced bi-annually, not quarterly. This service shall take place in spring and fall, generally March and September.
6. Please note, a modified price submittal sheet is attached, which includes price requests for Electric Substations (6), Water Well sites (6 plus a Radium Treatment Facility), Parking Decks, and the Heritage Museum.
7. Water Heaters will be inspected and serviced independent of this contract.
8. The Pre-Bid Meeting Sign-in Sheet is attached.

THIS ADDENDUM MUST BE INCLUDED WITH THE SUBMITTED PROPOSAL

2016 HVAC Bid
Price Tabulation

	Geostar Mechanical Rockford, IL	Service Mechanical Schaumburg, IL	Hayes Mechanical Chicago, IL	Althoff Industries Crystal Lake, IL	Mechanical Inc Westmont, IL
Police Dept	\$ 6,200.00	\$ 5,288.00	\$ 12,000.00	\$ 11,312.00	\$ 25,374.05
Century Sta/FS1	\$ 3,000.00	\$ 7,056.00	\$ 7,157.00	\$ 12,286.00	\$ 23,523.14
Fire Stations 2&3	\$ 1,350.00	\$ 2,028.00	\$ 3,214.00	\$ 3,592.00	\$ 4,326.69
PW Annex (IDOT)	\$ 200.00	\$ 404.00	\$ 545.00	\$ 468.00	\$ 606.33
Municipal Center	\$ 800.00	\$ 5,556.00	\$ 3,221.00	\$ 8,864.00	\$ 6,962.11
Public Works Facility	\$ 8,750.00	\$ 15,984.00	\$ 12,900.00	\$ 27,586.00	\$ 29,360.15
Wastewater Treatment Plants	\$ 450.00	\$ 11,020.00	\$ 9,594.00	\$ 11,026.00	\$ 19,348.89
Well Sites	\$ 3,200.00	\$ 4,456.00	\$ 16,458.00	\$ 10,138.00	\$ 18,565.75
Electric Substations	\$ 2,150.00	\$ 4,868.00	\$ 6,874.00	\$ 4,268.00	\$ 7,778.22
Lift/Pump Station	\$ 75.00	\$ 812.00	\$ 177.00	\$ 242.00	\$ 427.11
Parking Decks	\$ 1,600.00	\$ 1,620.00	\$ 3,306.00	\$ 3,250.00	\$ 4,459.56
Westside Salt Dome	\$ 75.00	\$ 404.00	\$ 117.00	\$ 168.00	\$ 66.61
Heritage Museum	\$ 350.00	\$ 1,360.00	\$ 1,253.00	\$ 1,212.00	\$ 1,866.36
Total	\$ 28,200.00	\$ 60,856.00	\$ 76,816.00	\$ 94,412.00	\$ 142,664.97
Regular Rate	\$ 95.00	\$ 143.00	\$ 115.00	\$ 125.00	\$ 110.00
Emergency OT Rate	\$ 135.00	\$ 193.00	\$ 149.00	\$ 165.00	\$ 165.00
Parts Markup %	10%	50%	15%	30%	15%
Basis of Award	\$ 74,075.00	\$ 124,981.00	\$ 126,541.00	\$ 150,037.00	\$ 192,289.97
Maintenance + (Reg Rate x 100hrs) + (OT Rate x 25hrs) + (\$30k x markup rate)					

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60014

Bid Opening: Monday, May 9, 2016 at 2:00 p.m.

Bidder Information

Company Name: Geostar Mechanical Inc. **Telephone:** 815-494-5206
Address: 27 Airport Dr **Fax:** 888-878-6036
City, State, Zip: Rockford, IL. 61109 **Email:** WBlocker@geostarinc.com
Contact Person: Wayne Blocker

BID PRICE: Building Mechanical System Maintenance & Service

1. FY16/17 Annual Maintenance

- a. Police Dept. (10 State Ave./ 211 Riverside Dr.).....\$ 6200.00
- b. Century Station/Fire Station 1.....\$ 3000.00
- c. Fire Stations 2 & 3.....\$ 1350.00
- d. IDOT Garage.....\$ 200.00
- e. Municipal Center.....\$ 800.00
- f. Public Works Facility.....\$ 8750.00
- g. Wastewater Treatment Plants (2 + Lab).....\$ 450.00
- h. Well Sites (6 + Radium Treatment Facility).....\$ 3200.00
- i. Electric Substations (6).....\$ 2150.00
- j. Lift/Pump Station.....\$ 75.00
- k. Parking Decks (2).....\$ 1600.00
- l. Westside Salt Dome.....\$ 75.00
- m. Heritage Museum.....\$ 350.00
- n. Regular Time Hourly Rate.....\$ 95.00 /hr
- o. Emergency Overtime Hourly Rate.....\$ 135.00 /hr

2. FY17/18 Annual Maintenance

- a. Police Dept. (10 State Ave./ 211 Riverside Dr.).....\$ 6200.00

b. Century Station/Fire Station 1.....	\$ 3000.00	
c. Fire Stations 2 & 3.....	\$ 1350.00	
d. IDOT Garage.....	\$ 200.00	
e. Municipal Center.....	\$ 800.00	
f. Public Works Facility.....	\$ 8750.00	
g. Wastewater Treatment Plants (2 + Lab).....	\$ 3450.00	
h. Well Sites (6 + Radium Treatment Facility).....	\$ 3200.00	
i. Electric Substations (6).....	\$ 2150.00	
j. Lift/Pump Station.....	\$ 75.00	
k. Parking Decks (2).....	\$ 1600.00	
l. Westside Salt Dome.....	\$ 75.00	
m. Heritage Museum.....	\$ 350.00	
n. Regular Time Hourly Rate.....	\$ 95.00	/hr
o. Emergency Overtime Hourly Rate.....	\$ 135.00	/hr

3. OPTIONAL: FY18/19 Annual Maintenance

a. Police Dept. (10 State Ave./ 211 Riverside Dr.).....	\$ 6400.00	
b. Century Station/Fire Station 1.....	\$ 3200.00	
c. Fire Stations 2 & 3.....	\$ 1450.00	
d. IDOT Garage.....	\$ 225.00	
e. Municipal Center.....	\$ 900.00	
f. Public Works Facility.....	\$ 8950.00	
g. Wastewater Treatment Plants (2 + Lab).....	\$ 3650.00	
h. Well Sites (6 + Radium Treatment Facility).....	\$ 3400.00	
i. Electric Substations (6).....	\$ 2350.00	
j. Lift/Pump Station.....	\$ 100.00	

k. Parking Decks (2).....\$ 1700.00

l. Westside Salt Dome.....\$ 100.00

m. Heritage Museum.....\$ 450.00

n. Regular Time Hourly Rate.....\$ 99.00 /hr

o. Emergency Overtime Hourly Rate.....\$ 137.00 /hr

4. OPTIONAL: FY19/20 Annual Maintenance

a. Police Dept. (10 State Ave./ 211 Riverside Dr.).....\$ 6700.00

b. Century Station/Fire Station 1.....\$ 3300.00

c. Fire Stations 2 & 3.....\$ 1600.00

d. IDOT Garage.....\$ 250.00

e. Municipal Center.....\$ 1100.00

f. Public Works Facility.....\$ 9150.00

g. Wastewater Treatment Plants (2 + Lab).....\$ 3750.00

h. Well Sites (6 + Radium Treatment Facility).....\$ 3500.00

i. Electric Substations (6).....\$ 2550.00

j. Lift/Pump Station.....\$ 125.00

k. Parking Decks (2).....\$ 1900.00

l. Westside Salt Dome.....\$ 125.00

m. Heritage Museum.....\$ 500.00

n. Regular Time Hourly Rate.....\$ 100.00 /hr

o. Emergency Overtime Hourly Rate.....\$ 140.00 /hr

5. OPTIONAL: FY20/21 Annual Maintenance


- a. Police Dept. (10 State Ave./ 211 Riverside Dr.).....\$ 6850.00
- b. Century Station/Fire Station 1.....\$ 3400.00
- c. Fire Stations 2 & 3.....\$ 1800.00
- d. IDOT Garage.....\$ 350.00
- e. Municipal Center.....\$ 1300.00
- f. Public Works Facility.....\$ 9400.00
- g. Wastewater Treatment Plants (2 + Lab).....\$ 3950.00
- h. Well Sites (6 + Radium Treatment Facility).....\$ 3700.00
- i. Electric Substations (6).....\$ 2700.00
- j. Lift/Pump Station.....\$ 175.00
- k. Parking Decks (2).....\$ 2050.00
- l. Westside Salt Dome.....\$ 175.00
- m. Heritage Museum.....\$ 575.00
- n. Regular Time Hourly Rate.....\$ 102.00 /hr
- o. Emergency Overtime Hourly Rate.....\$ 142.00 /hr

6. Parts Markup Percentage..... 10 %

List any and all deviations from minimum specifications:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

W. Blocker / W. Blocker
Signature of Authorized Representative

	AGENDA ITEM EXECUTIVE SUMMARY							
	Title:	Recommendation to Waive the Formal Bid Procedure and Approve Purchase Order for Janitorial Services Agreement						
	Presenter:	AJ Reineking						
<i>Please check appropriate box:</i>								
	Government Operations	X	Government Services 05.23.16					
	Planning & Development		City Council					
	Public Hearing							
Estimated Cost:	\$231,996.00	Budgeted:	YES	X	NO			
If NO, please explain how item will be funded:								
Executive Summary:								
<p>DuKane Contract Services, Inc. (Batavia) has provided janitorial services for the City of St. Charles for over 20 years. In that time, DuKane has been very responsive to the City's custodial needs. Staff recently solicited a Request for Proposals (RFP) for a two-year janitorial services contract with the option to extend the contract by up to three additional years.</p> <p>DuKane Contract Service submitted the lowest responsive, responsible proposal. They have the knowledge of City facilities, the staff, and the industry experience necessary to ensure continued success for the City of St. Charles. Through the last contract period, Dukane's staff has been thorough, and their management team has been available and sensitive to the changing needs of the city.</p>								
Attachments: <i>(please list)</i>								
* Request for waiving the bid process *Price Proposal Tabulation								
Recommendation / Suggested Action <i>(briefly explain):</i>								
Recommend to waive the formal bid procedure and approval contract with Dukane Services for Janitorial Services in an amount not to exceed \$231,996.								
<i>For office use only:</i>		<i>Agenda Item Number: 4.d</i>						

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

DuKane Contract Services
1468 Louis Bork Drive
Batavia, IL 60510

For the purchase of: Janitorial Services for City Facilities

At a cost not to exceed: \$231,996

Reason for the request to waive the bid procedure: Staff recently solicited a Request for Proposals (RFP) for a two-year janitorial services contract with the option to extend the contract by up to three additional years.

DuKane Contract Service submitted the lowest responsive, responsible proposal. They have the knowledge of City facilities, the staff, and the industry experience necessary to ensure continued success for the City of St. Charles. Through the last contract period, Dukane's staff has been thorough, and their management team has been available and sensitive to the changing needs of the city.

Other Quotations Received: The City received three additional price proposals for this work; (1) All Cleaners, Inc., (2) Eco Clean Maintenance, Inc., (3) Emeric Facility Services

Date: May 23, 2016

Requested by: _____

Department Director: _____

Purchasing Manager: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

Janitorial Services RFP - May 3, 2016
Proposal Price Tabulation

FY16/17 Price Proposal	Dukane Contract Services	Eco Clean Maint, Inc	Emeric Facility Services	All Cleaners, Inc
	Batavia, IL	Elmhurst, IL	Waukegan, IL	Willowbrook, IL
A. Municipal Building	\$ 39,432.00	\$ 23,868.00	\$ 44,001.60	\$ 37,200.00
B. Atrium Building	\$ 1,284.00	\$ 15,000.00	\$ 2,937.60	\$ 3,840.00
C. Old City Hall Building	\$ 12,528.00	\$ 19,356.00	\$ 14,688.00	\$ 11,400.00
D. Century Station (3rd Floor & Basement)	\$ 11,100.00	\$ 13,200.00	\$ 30,736.00	\$ 11,400.00
E. Century Station (2nd Floor)	\$ 9,696.00	\$ 12,000.00	\$ 15,368.00	\$ 13,200.00
F. Police Dept/10 State	\$ 60,612.00	\$ 61,068.00	\$ 50,139.00	\$ 63,696.00
G. Public Works Building	\$ 73,044.00	\$ 53,040.00	\$ 51,104.00	\$ 42,000.00
H. Lab Building	\$ 5,100.00	\$ 17,868.00	\$ 15,600.00	\$ 7,200.00
I. West Side Parking Deck	\$ 9,600.00	\$ 8,700.00	\$ 11,968.00	\$ 3,612.00
J. East Side Parking Deck	\$ 9,600.00	\$ 8,700.00	\$ 5,984.00	\$ 3,612.00
TOTAL Annual Services	\$ 231,996.00	\$ 232,800.00	\$ 242,526.20	\$ 197,160.00

K. General Cleaning Service (hourly)	\$ 16.00	\$ 22.50	\$ 20.00	\$ 25.00
L. Biohazard Cleaning (Per Event)	No Charge	\$ 475.00	\$ 300.00	\$ 30.00
M. Carpet Cleaning Service (houly)	\$ 30.00	\$ 37.00	\$ 20.00	\$ 40.00
N. Floor Cleaning Service (hourly)	\$ 30.00	\$ 37.00	\$ 20.00	\$ 40.00

FY17/18 % Increase	3%	0%	0.9%	0%
FY18/19 % Increase	3%	0%	0.9%	0%
FY19/20 % Increase - optional	3%	0%	1%	10%
FY20/21 % Increase - optional	3%	0%	1%	10%

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Award the Bid for Street Sweeping Services					
	Presenter:	AJ Reineking					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.23.16			
	Planning & Development			City Council			
Estimated Cost:	\$74,881.44	Budgeted:	YES	X	NO		
Executive Summary:							
<p>The City of St. Charles Public Works Department provides street sweeping services to the community. This public policy translates into good sound environmental practice by removing grit and foreign contaminants from the roadways and preventing that material from entering the watershed. In addition, street sweeping removes materials from the roadways that may otherwise create unsafe conditions and traffic accidents. Most public streets will be swept by a contractor while Public Works staff concentrates on downtown roads, special events and construction sweeping activities.</p> <p>On April 27, 2016 the City opened bids for a one-year street sweeping program with an optional extension for up to three additional years. Pricing was requested for downtown sweeping, parking lots, the Commercial Manufacturing District, and county and state routes in addition to traditional residential zone sweeping. However, given staff resources, as well as a commitment by the Community Restitution group to maintain parking lots/decks, staff is requesting the award of only the residential zone sweeping.</p> <p>Hoving Clean Sweep was the only company to bid zone sweeping. Hoving has been the City's sweeping contractor in the past and have demonstrated that they are responsive to the City's expectations.</p> <p>Sweeping will be performed 8 times per year, occurring monthly for the duration of the 2016 summer and fall seasons, with two sweeps performed in November to remove fallen leaves, and one addition sweeping in April 2017 after the snow season subsides.</p>							
Attachments: <i>(please list)</i>							
*Bid Specifications *Bid Tabulation *Hoving Clean Sweep Bid Sheets							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommendation to award the bid for Street Sweeping Services to Hoving Clean Sweep in the amount of \$74,881.44.							
<i>For office use only:</i>		<i>Agenda Item Number: 4.e</i>					

City of St. Charles Street Sweeping Specifications

Bids Due: Wednesday April 27, 2016

I. DESCRIPTION AND SCOPE OF WORK

The City of St Charles is issuing this Invitation to Bid (BID) for the sweeping of up to approximately 366 curb miles of City streets on a specified schedule or on an as-needed basis. The City is seeking bids for six (6) separate sweeping service scenarios including, Residential Street Sweeping, Downtown Street Sweeping, Commercial Manufacturing District Sweeping, County & State Routes Sweeping, Parking Lot Sweeping and As-Needed Sweeping.

II. IMPLEMENTATION

A. Residential Street Sweeping (272 curb miles & 3.17 alley miles)

- Eight (8) complete sweeps on the following schedule:
 1. Last Week of March
 2. Last Week of May
 3. Last Week of June
 4. Mid-Week of August
 5. Last Week of September
 6. Last Week of October
 7. Mid-Week of November
 8. Last Week of November (After Leaf Collection Service)

B. Downtown Street Sweeping (8 curb miles)

- One (1) complete sweep each week starting Last Week of March and ending Last Week of November – Thirty-Six (36) Total

C. Commercial Manufacturing District Sweeping (17 curb miles)

- Four (4) complete sweeps on the following schedule:
 1. Last Week of March
 2. Last Week of June
 3. Last Week of September
 4. Last Week of November (After Leaf Collection Service)

D. County & State Routes Sweeping (14 curb miles)

- Four (4) complete sweeps on the following schedule:
 1. Last Week of March
 2. Last Week of June
 3. Last Week of September
 4. Last Week of November (After Leaf Collection Service)

E. Parking Lot Sweeping (19 parking lots)

- One (1) complete sweep each week starting Last Week of March and ending Last Week of November – Thirty-Six (36) Total. See “Exhibit B”, Fee Schedule, for complete list of parking lots.

F. As-Needed Sweeping (TBD)

- Emergency sweeping needs, special events or construction clean-up on an hourly rate.

Notes:

1. All curb miles are approximations. It is the contractor’s responsibility to verify all conditions and length before submitting a bid.
2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work as acceptable to Contractor.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City’s route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.
4. See “Exhibit B”, Fee Schedule for additional information.

III. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

A. WORK ASSIGNMENTS AND SCHEDULE

The Contractor shall be provided sweeper routes and maps by the City (“Exhibit C”). The Contractor shall submit a written sweeping schedule to the Public Services Manager or designee within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose sweeping route modifications to the City for review as efforts to improve sweeping program efficiency.

Each round of sweepings shall take no longer than one week to complete. Sufficient resources shall be assigned to the project to ensure that this timeframe is able to be met.

If it is necessary to make periodic revisions to this maintenance schedule, a modified schedule must be submitted for review to the Public Services Manager or designee for approval prior to the date the changes are to take effect, but not less than 48-hours. Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information, route schedule and any other information provided by the City, which will allow the City to monitor the Contractor's progress.

Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week based on curb miles not

swept. The Contractor shall adjust his/her schedule to compensate for all holidays and rainy days. Street sweeping shall be scheduled for all regular holidays and rainy days, unless otherwise indicated by the City. The designated Contractor holidays for this contract shall be Memorial Day, Independence Day, Labor Day, and Thanksgiving Day.

B. STREET SWEEPING EQUIPMENT

1. The street sweeper or any relief sweeper used to perform this contract work shall:
 - a. Roadway sweepers shall be regenerative air sweepers with a seven yard hopper, similar to the Elgin "Crosswind" sweeper.
 - b. Be no more than seven (7) years in age at any period during the contract.
 - c. Washout, cleaning, dumping of hopper on streets will not be allowed.
 - d. Be maintained in top-class running condition including arriving clean for each daily schedule.
 - e. The Contractor shall provide a relief sweeper to complete scheduled routes for each sweeper out of operation, broken down, scheduled for maintenance or any other similar situation.
 - f. The Contractor shall provide a listing of all sweepers and relief sweepers identifying:
 - i. Make, model, and year.
 - ii. Company identification unit number.
 - iii. Illinois license number.
 - iv. Company vehicle colors.
 - v. Sweeper color, if different.
 - vi. Names of all operators to be used, Illinois driver's license number, license class, expiration date and a recent Illinois DMV record for each driver.
 - g. The Contractor will not be permitted to washout or clean hopper on any public street, alley or City owned parking lot.
2. The street sweeper or any relief sweeper shall be equipped with the following:
 - a. All required IDOT equipment and lights.
 - b. On-board arrow/ directional light.
 - c. Fire Extinguisher.
 - d. Dual side gutter brooms having no less than 5" long bristles.
 - e. A set of road trouble fluorescent triangles and Rear Strobes (Amber).
 - f. A radio or mobile phone.

C. STREET SWEEPING SPEED

1. Street sweepers shall be operated at speeds that are appropriate for traffic conditions and as recommended by the equipment manufacturer for optimal performance.
2. Reviews by the City shall be made of all information and reports generated by the GPS tracking system.

D. QUALITY OF SWEEPING

The quality of sweeping shall be to the satisfaction of the Public Services Manager or designee. The Contractor shall at all times use good sweeping practices as dictated by the highest standards within the sweeping industry and will make adjustments to its equipment as necessary that will result in clean streets with no debris trails left behind. On occasion and as deemed necessary by the City, this will require the complete width of the street, curb to curb, to be swept clean of debris. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering. Sweeping practices include, but are not limited to the following: (a) Sweeping speed shall be adjusted to street conditions with a maximum speed of ten (10) miles per hour unless manufacturer documentation is provided specifying an alternate speed; and (b) patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of five (5) miles per hour. Standards, schedules, and frequencies may be modified from time to time as deemed necessary by the City to ensure the highest sweeping quality. Due to different street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper, in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts. Street grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean means minimal debris residual or tailings. Any sweeper used must not blow debris onto private property.

E. GLOBAL POSITIONING SYSTEM (GPS)

The Contractor shall provide all street sweepers used in the City with a GPS that enables the monitoring location of the contract sweepers at all times via computer. This system will also monitor the day-to-day operation of the sweepers, location of sweeper, including streets swept; curb miles swept, brooms up or down, and the direction and speed of travel. The City and Contractor shall be enabled to view this information via computer at all times. GPS reports shall be available at the request of the City.

F. REQUIRED CONTRACTOR IDENTIFICATION SIGNAGE

The City of St Charles authorized contractors will be required to have identification signage on all vehicles at all times while working in an official capacity for the City. Such

signage shall be of a professional manner and maintained neat in appearance, free of graffiti, easily identifiable and in sound condition. All costs associated with the fabrication of such signage shall be borne by the Contractor. Such signage design shall be pre-approved by the City prior to production. Signage type and material shall be plastic with magnetic backing, painted signage on vehicle or similar. Taped vehicle signage will **not** be allowed. Such signage shall state Authorized Contractor including name of Contractor and Contractor telephone number.

G. FUELING OF SWEEPERS

The Contractor shall be responsible for fueling each sweeper and shall be ready to sweep at all scheduled times. The City does not have fuel available.

H. PERFORMANCE DURING INCLEMENT WEATHER

1. The City shall determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the Contractor immediately once decision is made.
2. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

I. CONTRACTOR PERSONNEL

A list identifying the names of all Contractor street sweeping equipment operators shall be provided to the City Project Manager or designee. All Contractor personnel operating sweeping equipment shall be required to be licensed to operate such sweeper and remain in good standing with the Illinois Department of Transportation.

J. WORKING HOURS

Preferably, sweeping operations should be completed by 3:00 PM, Monday through Friday. However, Contractor will be allowed to sweep Monday through Friday between the hours of 4:00 AM and 5:00 PM. Non-residential, primary and state & county roads shall NOT be swept during high traffic hours between 6:00 AM – 9:00 AM and 3:00 PM – 5:00 PM. Approval and deviation of Contractor schedule will be at the sole discretion of the City. Residential sweeping shall not be permitted prior to 7:00 AM.

K. INSPECTIONS

The Public Works Manager or his designee shall regularly inspect the streets and other City property subject to this Agreement to ensure that the work is being, and has been,

performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Contractor and the City shall have the right to withhold payment to the Contractor until the work is corrected.

L. PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary.
3. Methods proposed by the Contractor and approved by the City shall not harm, deface or damage the streets being swept, street trees, sidewalks or street curbs. In the event that damaged to City right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

M. SPECIFICATIONS

This scope of services is intended to cover all labor, material and standards of workmanship to be employed for in this work plan or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

N. WATER

The Contractor is expected to utilize an appropriate amount of water in the street sweeping process, as determined by the Public Works Manager. The Contractor will be provided access to a City fire hydrant/ filling station located on City property to utilize when filling sweepers. The City will provide information and demonstrate how to properly utilize water connections.

O. DEBRIS DISPOSAL

Contractor shall legally dispose of all waste material generated through street sweeping operations on City Property as directed by the City Representative; however the Contractor will be required to provide, pay for and manage their own dumpster(s). Contractor shall provide a monthly report of the amount in cubic yards of material disposed and where the material was disposed. The Contractor will be responsible for collection of incidental debris around trash container/bin resulting from disposal exchange within two-hours after exchange. Coordination will be made by the Public

Works Manager or designee. The Contractor shall make every effort to recycle materials.

P. SPILLS

1. The Contractor shall make additional passes on a street route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area.
2. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of gasoline, diesel, motor oil, or hydraulic oil. A call for assistance must be made and the area cleaned within two hours. Failure to affect a proper cleanup will result in the City responding with Fire and Public Works Hazmat crews, and costs will be deducted from the following invoice to be paid. The quality of spill clean-ups shall be to the satisfaction of the City Public Works Manager or designee.

Q. AFTER-HOUR EMERGENCY & SPECIAL EVENT SERVICES

The Contractor will provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present in the City of St. Charles. These Contractor representatives shall respond to said emergency within one (1) hour from receiving notification.

R. SUPERVISION OF CONTRACT, COMMUNICATION, AND MEETINGS WITH CITY

All work shall meet the approval of the City of St. Charles Public Works Department. There shall be a minimum of one monthly meeting with the Contractor and the City representative to determine progress and to establish areas needing attention. A status report of activities performed and maintenance issues addressed by the Contractor will be submitted in writing to the City on a weekly basis. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

One operator designated by the Contractor as Lead Operator shall, at the beginning of every shift in the City, pick up a Public Works Radio from a City representative at the Public Works Offices. At the end each shift, that radio shall be returned to be charged for use the next day. The Lead Operator shall be the field liaison to the City to communicate additional direction or needs to other operators working in the City.

Breakdowns or delays shall be communicated with City staff immediately in writing and via telephone to allow the City to make arrangements to mitigate service disruptions.

S. CONTRACTOR'S OFFICE

Contractor is required to maintain an office within a one (1) hour response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone. Contractor shall have a maximum response time of thirty (30) minutes to all emergencies. The on-site storage of equipment used exclusively for providing service within the City will **NOT** be permitted.

T. PREVAILING WAGE

Prevailing wage will **not** be required for this contract.

U. CUSTOMER SERVICE

Contractor shall provide service, which is accessible, courteous, responsive, timely, equitable and given in the spirit of professionalism and mutual respect. A Contractor equipment operator is an extension of the City of St. Charles Public Works, and as such is expected to:

1. Interact with customers and City officials, whether in person or on the phone, in a pleasant, respectful and professional manner.
2. Give full attention to each customer's needs by answering questions. Provide information, products and service in an accurate, organized and complete manner. Determine that the customer's request has been fulfilled.
3. Comply with all federal, state, county, and city laws and regulations.
4. Use adequate equipment that is kept clean and neat at all times.
5. Train other Contractor employees to be polite and courteous during public contact.
6. Employ truth and accuracy in reporting customer service records.

IV. DEFINITIONS

- A. Curb Mile – measurement of curbing of streets and medians.
- B. Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to the City standard, which may require multiple passes depending on condition and width of street.

- C. Curb-to-Curb – area within the curb limits of the street including medians, intersections and street ends.
- D. Contractor Holidays – Memorial Day, Independence Day, Labor Day and Thanksgiving Day.
- E. Inclement Weather – weather conditions that prohibit the effective operation of sweeping operations.
- F. Debris – litter, rubbish, leaves, sand, debris trail, dirt, garbage, and other foreign material.
- G. Street – all paved dedicated public rights-of-way within the existing or future City limits.
- H. Re-sweep – sweep required when previous sweeps are deemed by the City to be below standard or when a street or sections of a street are missed during regularly scheduled operation. Such re-sweeps will be at no additional cost with up to two re-sweeps performed to City satisfaction.
- I. Sweeper – Sweeping machine.
- J. Swept Clean – means minimal debris residual or tailings.
- K. Special Sweeping (Sweeps) – sweeping involving special events, parades, inclement weather, roadway hazards, spills (similar, but not limited to oil, paper, debris, etc.) and City surface parking lots.
- L. Travel Speed – sweepers shall be operated at speeds that are appropriate for traffic conditions and as recommended by the equipment manufacturer for optimal performance.

“EXHIBIT B”

BASE BID/ FEE SCHEDULE

Bidders will be required to submit costs for Street Sweeping Services in several ways based on the following Fee Schedule. Bidders will be compensated for Services either on an Hourly Rate or on a Lump Sum Cost based on the work performed (one (1) complete sweep of proposed area/ route). Bidders will be awarded this procurement not necessarily based on least cost, but rather to the contractor whose bid best meets the requirements of this BID. It is understood that the contractor(s) will be required to perform and complete the proposed work in a thorough and professional manner. The contractor shall provide all necessary labor, tools, equipment, materials, and supplies to complete the contracted work.

Notes:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and length before submitting a bid.
2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work as acceptable to Contractor.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

The contractor is requested to provide an equipment list of sweeping equipment currently in their fleet to be submitted with their bid.

A. Residential Street Sweeping (About 272 curb miles)

- Exhibit C Maps – All Sweeping Zones 1- 7 on East and West Sides **except** Sweeping Zone 4 (East) and Downtown Sweeping Routes.

Eight (8) complete sweeps on the following schedule:

- | | |
|---------------------------|-------------------|
| 1. Last Week of March | per sweep \$_____ |
| 2. Last Week of May | per sweep \$_____ |
| 3. Last Week of June | per sweep \$_____ |
| 4. Mid-Week of August | per sweep \$_____ |
| 5. Last Week of September | per sweep \$_____ |
| 6. Last Week of October | per sweep \$_____ |
| 7. Mid-Week of November | per sweep \$_____ |
| 8. Last Week of November | per sweep \$_____ |

B. Downtown Street Sweeping (About 8 curb miles)

- Exhibit C Maps – Downtown Sweeping Streets (Identified with Blue lines on “Street Sweeping Locations” Map).

One (1) complete sweep each week starting Last Week of March and ending Last Week of November – Thirty-Six (36) Total

- | | |
|---------------------------|-------------------|
| 1. One (1) Complete Sweep | per sweep \$_____ |
|---------------------------|-------------------|

C. Commercial Manufacturing District Sweeping (About 17 curb miles)

- Exhibit C Maps – Sweeping Zone 4 (East).

Four (4) complete sweeps on the following schedule:

- | | |
|---------------------------|-------------------|
| 1. Last Week of March | per sweep \$_____ |
| 2. Last Week of June | per sweep \$_____ |
| 3. Last Week of September | per sweep \$_____ |
| 4. Last Week of November | per sweep \$_____ |

D. County & State Routes Sweeping (About 14 curb miles)

- Exhibit C Maps – Street routes are defined as follows:
 - IL Rt. 64 (Main St.) – Between Oak St. (west) and 13th Ave. (east)
 - IL Rt. 31 – Between Division St. (south) and Rail Road Trestle/ Overpass (north)
 - IL Rt. 25 – Between Division St. (south) and Country Club Road (north)

Four (4) complete sweeps on the following schedule:

- | | |
|---------------------------|-------------------|
| 1. Last Week of March | per sweep \$_____ |
| 2. Last Week of June | per sweep \$_____ |
| 3. Last Week of September | per sweep \$_____ |
| 4. Last Week of November | per sweep \$_____ |

E. Parking Lot Sweeping (19 parking lots)

- Exhibit C Maps – Downtown Sweeping Streets (Identified in Blue on “Street Sweeping Locations” Map).

One (1) complete sweep each week starting Last Week of March and ending Last Week of November – Thirty-Six (36) Total.

- | | |
|----------|-------------------|
| 1. Lot A | per sweep \$_____ |
| 2. Lot B | per sweep \$_____ |
| 3. Lot C | per sweep \$_____ |
| 4. Lot E | per sweep \$_____ |
| 5. Lot F | per sweep \$_____ |
| 6. Lot G | per sweep \$_____ |
| 7. Lot H | per sweep \$_____ |

- | | |
|-------------------------------|-------------------|
| 8. Lot I (West Parking Deck) | per sweep \$_____ |
| 9. Lot J | per sweep \$_____ |
| 10. Lot K | per sweep \$_____ |
| 11. Lot L | per sweep \$_____ |
| 12. Lot N | per sweep \$_____ |
| 13. Lot O | per sweep \$_____ |
| 14. Lot P | per sweep \$_____ |
| 15. Lot Q | per sweep \$_____ |
| 16. Lot R | per sweep \$_____ |
| 17. Lot S (East Parking Deck) | per sweep \$_____ |
| 18. Lot T | per sweep \$_____ |
| 19. Lot U | per sweep \$_____ |

F. As-Needed Sweeping (TBD)

Emergency & Special Event sweeping needs, special events or construction clean-up on an hourly rate.

- | | |
|----------------|------------------|
| 1. Hourly Rate | per hour \$_____ |
|----------------|------------------|

OPTIONAL YEARS 2, 3, & 4 SERVICES (% Increase)

PROVIDE PERCENTAGE (%) INCREASE FOR FY17/18; FY18/19; FY19/20

FY17/18 %_____

FY18/19 %_____

FY19/20 %_____

“EXHIBIT C”

SWEEPING ROUTES AND CITY MAPS

- A. Street Sweeping Locations Map (Includes overall City map by zones and individual zone maps) – Fifteen (15) Pages.
- B. Public Parking Areas (Includes Parking Lot locations) – One (1) Page.

2016 Street Sweeping Bid
Price Tabulation

	Hoving Clean Sweep		Extreme Power Cleaning*		Alliance Sweeping	
	West Chicago, IL		Roselle, IL			
Item	Price per Sweep	Extended Price	No Bid	N/A	No Bid	N/A
Zone Sweeping (8x per year)	\$ 9,360.18	\$ 74,881.44	No Bid	N/A	No Bid	N/A
Downtown Sweeping (36x per year)	\$ 294.00	\$ 10,584.00	No Bid	N/A	No Bid	N/A
Commercial District (4x per year)	\$ 621.00	\$ 2,484.00	No Bid	N/A	No Bid	N/A
County & State Rts. (4x per year)	\$ 511.41	\$ 2,045.64	No Bid	N/A	No Bid	N/A
Parking Lots (36x per year)	\$ 988.00	\$ 35,568.00	\$ 1,104.00	\$ 39,744.00	\$ 1,285.00	\$ 46,260.00
Hourly Rate	\$ 125.00		\$ 110.00		No Bid	
Total If All Lines Awarded		\$ 125,563.08		\$ 39,744.00		\$ 46,260.00

*Price Listed is for Hand Porter Machine in Parking Decks. Tennant Machine is extra.

A. Residential Street Sweeping (About 272 curb miles)

- Exhibit C Maps – All Sweeping Zones 1- 7 on East and West Sides except Sweeping Zone 4 (East) and Downtown Sweeping Routes.

Eight (8) complete sweeps on the following schedule:

1. Last Week of March	per sweep \$ <u>9,360.18</u>
2. Last Week of May	per sweep \$ <u>9,360.18</u>
3. Last Week of June	per sweep \$ <u>9,360.18</u>
4. Mid-Week of August	per sweep \$ <u>9,360.18</u>
5. Last Week of September	per sweep \$ <u>9,360.18</u>
6. Last Week of October	per sweep \$ <u>9,360.18</u>
7. Mid-Week of November	per sweep \$ <u>9,360.18</u>
8. Last Week of November	per sweep \$ <u>9,360.18</u>

B. Downtown Street Sweeping (About 8 curb miles)

- Exhibit C Maps – Downtown Sweeping Streets (Identified with Blue lines on "Street Sweeping Locations" Map).

One (1) complete sweep each week starting Last Week of March and ending Last Week of November – Thirty-Six (36) Total

1. One (1) Complete Sweep	per sweep \$ <u>294.00</u>
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C. Commercial Manufacturing District Sweeping (About 17 curb miles)

- Exhibit C Maps – Sweeping Zone 4 (East).

Four (4) complete sweeps on the following schedule:

1. Last Week of March	per sweep \$ <u>621.00</u>
2. Last Week of June	per sweep \$ <u>621.00</u>
3. Last Week of September	per sweep \$ <u>621.00</u>
4. Last Week of November	per sweep \$ <u>621.00</u>

D. County & State Routes Sweeping (About 14 curb miles)

- Exhibit C Maps – Street routes are defined as follows:
 - IL Rt. 64 (Main St.) – Between Oak St. (west) and 13th Ave. (east)
 - IL Rt. 31 – Between Division St. (south) and Rail Road Trestle/ Overpass (north)
 - IL Rt. 25 – Between Division St. (south) and Country Club Road (north)

Four (4) complete sweeps on the following schedule:

- | | |
|---------------------------|----------------------------|
| 1. Last Week of March | per sweep \$ <u>511.41</u> |
| 2. Last Week of June | per sweep \$ <u>511.41</u> |
| 3. Last Week of September | per sweep \$ <u>511.41</u> |
| 4. Last Week of November | per sweep \$ <u>511.41</u> |

E. Parking Lot Sweeping (19 parking lots)

- Exhibit C Maps – Downtown Sweeping Streets (Identified in Blue on "Street Sweeping Locations" Map).

One (1) complete sweep each week starting Last Week of March and ending Last Week of November – Thirty-Six (36) Total.

- | | |
|------------------------------|---------------------------|
| 1. Lot A | per sweep \$ <u>52.00</u> |
| 2. Lot B | per sweep \$ <u>52.00</u> |
| 3. Lot C | per sweep \$ <u>52.00</u> |
| 4. Lot E | per sweep \$ <u>52.00</u> |
| 5. Lot F | per sweep \$ <u>52.00</u> |
| 6. Lot G | per sweep \$ <u>52.00</u> |
| 7. Lot H | per sweep \$ <u>52.00</u> |
| 8. Lot I (West Parking Deck) | per sweep \$ <u>52.00</u> |
| 9. Lot J | per sweep \$ <u>52.00</u> |

10. Lot K	per sweep \$ <u>52.00</u>
11. Lot L	per sweep \$ <u>52.00</u>
12. Lot N	per sweep \$ <u>52.00</u>
13. Lot O	per sweep \$ <u>52.00</u>
14. Lot P	per sweep \$ <u>52.00</u>
15. Lot Q	per sweep \$ <u>52.00</u>
16. Lot R	per sweep \$ <u>52.00</u>
17. Lot S (East Parking Deck)	per sweep \$ <u>52.00</u>
18. Lot T	per sweep \$ <u>52.00</u>
19. Lot U	per sweep \$ <u>52.00</u>

F. As-Needed Sweeping (TBD)

Emergency & Special Event sweeping needs, special events or construction clean-up on an hourly rate.

1. Hourly Rate	per hour \$ <u>125.00</u>
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OPTIONAL YEARS 2, 3, & 4 SERVICES (% Increase)

PROVIDE PERCENTAGE (%) INCREASE FOR FY17/18; FY18/19; FY19/20

FY17/18 % 3%

FY18/19 % 3%

FY19/20 % 3%

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Waive the Formal Bid Procedure and Award Purchase Orders for Tree Pruning and Removal Services					
	Presenter:	AJ Reineking					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.23.16			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	\$200,000.00	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>Tree trimming is a very important component to proper management of the City's urban forest as well as to the City's electric reliability efforts.</p> <p>In 2015 the City solicited three-year price proposals for tree pruning and removal services and received six acceptable competitive bids from local vendors. Given the volume and scope of work to be completed, as well as the need for sufficient on-call emergency responders with specialized equipment, we recommend awarding the contract to the two most responsive and responsible proposers.</p> <p>The City has used DeMar and Skyline in previous forestry programs with excellent results. The proposed prices that the two companies submitted were very close, and having two contractors will create a diverse operational advantage for the Electric Utility and Public Services operations.</p>							
Attachments: <i>(please list)</i>							
*RFP Specifications *2016 Price Proposal Tabulation *Bid Waiver							
Recommendation / Suggested Action <i>(briefly explain):</i>							
<p>Recommendation to Waive the Formal Bid Procedure and approve purchase orders with DeMar Tree Service for an amount not to exceed \$100,000 and Skyline Tree Service for an amount not to exceed \$100,000 for Urban Forestry Maintenance and Electric Line Tree Trimming Services.</p>							
<i>For office use only:</i>		<i>Agenda Item Number: 4.f</i>					



“EXHIBIT A”

City of St. Charles Tree Pruning and Removal Specifications

TREE PRUNING

All tree pruning in the City of St. Charles shall be done according to *ANSI A300 American National Standard for Tree Care Operations, Part 1 - Tree, Shrub, and Other Woody Plant Maintenance - Standard Practices (Pruning)*, *ANSI Z133.1 2000 American National Standard for Arboricultural Operations - Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements*, and the International Society of Arboriculture (ISA) *Best Management Practices: Tree Pruning*, unless specified below. The contractor shall provide all materials and labor needed to prune, repair, maintain, or remove the tree(s) indicated by the City Arborist or designated representative.

The City is seeking a qualified contractor to perform the following types of pruning activities:

1. Complete Tree Pruning

All trees shall be completely pruned, which is defined as having crown cleaning, crown thinning, crown raising, mistletoe removal and additional requirements as indicated below, unless otherwise indicated by the City Arborist or designated representative. Pruning cuts shall apply to all branches one (1) inch in diameter and greater unless otherwise indicated below. Other pruning operations such as crown reductions, crown restorations, utility pruning and specialized pruning shall be discussed and bid separately with the City Arborist or designated representative unless otherwise indicated below.

Crown Cleaning is the removal of dead, dying, diseased, broken, crowded, crossing, weakly attached, low-vigor branches, water sprouts from the trees crown, and suckers from the base. All dead wood one (1) inch in diameter and greater shall be removed. All water sprouts and suckers shall be removed.

Crown Thinning is the selective removal of unwanted live branches and limbs in order to provide more light and air penetration through the tree and/or lighten the weight of the remaining branches. Thinning cuts shall be made at all times unless otherwise indicated by the City Arborist or designated representative. When thinning mature tree never remove more than one fourth (1/4) of the live



foliage unless otherwise indicated by the City Arborist or designated representative.

Crown Raising is the removal of lower branches in order to provide clearance for buildings, vehicles, pedestrians and vistas. Branches shall be removed as necessary to provide a minimum of fourteen (14) feet clearance over the street and a minimum of ten (10) feet over the sidewalk, unless otherwise indicated by the City Arborist or designated representative. This includes removal of all suckers and basal sprouts.

Additional Requirements include and shall be included with all procedures listed above:

- Removal of branches extending over houses and other buildings or major branches within five feet of structures unless otherwise indicated by the City Arborist or designated representative.
- Removal of branches that touch television utility lines. If a branch(s) that is to be trimmed comes in contact with an energized power line, then the power company shall be notified and power source turned off prior to trimming.

2. Canopy Raising

Canopy Raising shall consist of only the Crown Raising and Additional Requirements as specified above.

3. Electrical Line Clearing

Electric Line Clearing work will be conducted at the direction of the Electric Services Manager. All trimming conducted for the purpose of electric line clearing shall be done to obtain the minimum clearance possible to safeguard the integrity of the City's power lines, telephone and cable lines, as well as the public health, safety and welfare. All tree trimming shall be done on a five-year cycle with due consideration of current and future tree health and symmetry, but such considerations are secondary to the need to safeguard public health, safety, and welfare. Trimming will be done in accordance with the Pruning Standards for Shade Trees, as set forth by the National Arborists Association and Morton Arboretum, and in a manner satisfactory to the City and City Arborist.

The Contractor shall secure all information as to the nature of the electrical circuits involved in every case prior to starting work. It is understood that all electrical circuits of the City shall continue in normal operation during this work and may be energized up to voltages of 12,500 volts. The Contractor is solely responsible for providing and using all necessary protective equipment for the



safety of his employees and to guard against interference with the normal operation of the City's power lines, telephone and cable facilities.

All Electric Line Clearing work completed shall be invoiced separately from all other pruning or tree/stump removals.

TREE REMOVALS and STUMP REMOVALS

Removals with Stumping shall be indicated by the City Arborist or designated representative. All above ground parts of the tree shall be removed. Stumps shall be ground as indicated below within one (1) week of each removal. A forty-eight (48) hour notice in the form of a flyer or door hanger shall be left by the contractor before all removals and stumping. The contractor shall not invoice for tree removals until the stump is also removed and parkway restored.

Stump Removal Requirements shall be as follows:

- The contractor shall have all stump locations surveyed for underground utilities (JULIE) prior to stump grinding.
- The tree stumps shall be ground to a minimum depth which completely removes the heart of the stump and the roots are separated by at least eighteen (18) inches, or ground to minimum depth of eighteen (18) inches and minimum width of eighteen (18) inches past the edge of the stump at ground level, whichever is greater.
- All surface roots within three (3) feet of the sidewalk shall be removed.
- No damage is allowed to the lawn further than six (6) inches from any removed surface root. Contractor will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract.
- The void created during the stump grinding process shall be backfilled the same day the stump is removed. If left unattended prior to backfilling, barricades or road cones shall be placed around the hole, in a manner that provides adequate warning to the general public.
- Ground wood chips from the stump removal shall be used with imported loamy soil (free of woodchips and debris) to backfill the hole. A mix of 40% wood chips and 60% loamy shall be used for backfill purposes, leaving a two (2) to three (3) inch mound of mix to allow for settling. All extra chips shall be disposed of by the contractor. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

All debris is to be completely removed and cleared from the site prior to moving to the next location.



ADDITIONAL ITEMS

Site Cleanup shall be completed immediately after each tree, section of trees or stump removal has been completed. This means that all logs, branches, twigs, wood chips, leaves, wood dust or any other plant materials or any other materials generated during the job shall be removed from the work area before leaving. If this is not possible then barricades or cones or caution tape must be used until the site is clean as determined by the Public Services Manager or designated representative.

Emergency Response for all tree related situations. The contractor shall provide a standard maintenance crew of three (3) people, one (1) chipper truck, and one (1) aerial tower truck. One (1) crane truck with one (1) operator shall also be available upon request. This crew shall be able to respond within two hours of notification. In the event of multiple emergencies, a second and third crew shall be available when requested by the Public Services Manager or designated representative.

Traffic Control and Protection shall be employed by the contractor in accordance with applicable portions of the “Standard Specifications for Road and Bridge Construction” in Illinois, the “Manual for Uniform Traffic Control Devices”, the “Highway Standards” of the Illinois Department of Transportation, and as provided herein. In general, all roads shall be kept open to traffic with employment of appropriate signage and flagmen for on-way traffic. It is the responsibility of the contractor to maintain protection until work is completed and to visually inspect the protection regularly to verify its conformance with State Standards.

Any road closures shall be approved by the Director of Public Works or designee prior to said closure being made by the Contractor.

To protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, and flagmen, as required, shall be provided and maintained by the Contractor during the progress of work on the City’s urban forest, and until such time as it is safe for traffic to use the street and pedestrians to use the sidewalks.

Utilities – The Contractor shall be solely responsible for the location and protection of all existing utilities within the scope of this project. Any damage thereto due to tree trimming operations, and/or resultant repairs, shall remain the responsibility of the Contractor.

City of St. Charles, Illinois
Public Works Department
Tree Trimming, Tree Removal & Stump Removal Services
For Public Services Division



Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and /or suspend operations. In this event, no additional compensation will be allowed.

Forestry (Trimming, Removal, Stump Grinding) Proposals
2-Apr-15

FY16/17 Rates

	3-Man Crew	Bucket Truck	Chipper/Truck	Pickup	Stump Grinder	Total / Hr (Trimming)	Total / Hr (Removal)
DeMar Tree Service St. Charles, IL	\$ 96.60	\$ 11.00	\$ 10.00	\$ 3.25	\$ 5.90	\$ 117.60	\$ 126.75
Skyline Tree Service St. Charles, IL	\$ 120.00	\$ 10.00	\$ 10.00	\$ -	\$ 15.00	\$ 140.00	\$ 155.00
Asplundh Tree Expert Co. Streamwood, IL	\$ 125.79	\$ 20.75	\$ 14.00	No Bid	No Bid	\$ 160.54	No Bid
Davey Tree Expert Co. West Chicago, IL	\$ 186.00	\$ 21.00	\$ 28.00	\$ 8.50	\$ 18.50	\$ 235.00	\$ 262.00
Kramer Tree Specialists West Chicago, IL	\$ 235.00	\$ 38.00	\$ 36.00	\$ 15.00	\$ 50.00	\$ 309.00	\$ 374.00
Savatree Warrenville, IL	\$ 154.50	\$ 51.50	\$ 82.40	\$ 25.75	\$ 154.50	\$ 288.40	\$ 468.65

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

DeMar Tree & Landscaping Service
6N112 N. Rt. 31
St. Charles, IL 60175

Skyline Tree Service
P.O. Box 3058
St. Charles, IL 60174

For the purchase of: Pruning and removal services for parkway trees and trees encroaching on power lines.

At a cost not to exceed: \$200,000.

Reason for the request to waive the bid procedure: Tree trimming is a very important component to proper management of the City's urban forest as well as to the City's electric reliability efforts. The City solicited proposals for tree pruning and removal services to ensure that proper equipment was available and that all staff was certified to work around live power lines. Given the volume and scope of work to be completed, as well as the need for sufficient on-call emergency responders with specialized equipment, we recommend awarding the contract to the two most responsive and responsible proposers.

The City has used DeMar and Skyline in previous forestry programs with excellent results. The proposed prices that the two companies submitted were very close, and having two contractors will create a diverse operational advantage for the Electric Utility and Public Services operations.

Other Quotations Received: Four Additional Quotes were received from (1) Asplundh Tree Expert Co., (2) Davey Tree Expert Co., (3) Kramer Tree Specialists, and (4) Savatree

Date: 5/23/2016

Requested by: _____

Department Director: _____

Purchasing Manager: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Waive the Formal Bid Procedure and Approve Purchase Order for Sidewalk Maintenance					
	Presenter:	AJ Reineking					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.23.16			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	\$45,000.00	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>Over the past six (6) years, the City has been utilizing Safe Step to help maintain our City sidewalks. Safe Step is a specialty contractor who levels the concrete sidewalk by grinding the top surface, therefore mitigating any tripping hazards. As part of our sidewalk program, City Staff analyses our sidewalks on an annual basis and determine whether grinding, lifting or replacing a section of walk is most appropriate. This year we estimate that the grinding services provided by Safe Step will be about \$45,000.</p>							
Attachments: <i>(please list)</i>							
<p>Proposal from Safe Step to provide Sidewalk Maintenance Service. Bid Waiver Form</p>							
Recommendation / Suggested Action <i>(briefly explain):</i>							
<p>Recommendation to Waive the Formal Bid Procedure and approve Purchase Order for Sidewalk Maintenance with Safe Step in an amount of \$26.25 per Inch/Foot.</p>							
<i>For office use only:</i>		<i>Agenda Item Number: 4.g</i>					



2016 Illinois Area Rate Schedule

Integrity is the lifeblood of Safe Step. We will deal honestly and openly with every customer, maintaining consistency in our pricing, quality, and performance in every aspect of every business transaction.

Criteria Based Projects

**Trip hazards eliminated based on budget, street priority, and department criteria.
No-cost sidewalk surveys provided with R&R identification.**

<u>Total Contract Size</u>	<u>Standard/Private Inch-Foot Rate</u>	<u>Municipal Inch-Foot Rate</u>
0 - \$2999	\$35.25	\$32.50
\$3000 - \$9999	\$31.95	\$29.10
\$10,000 – \$29,999	\$29.75	\$27.75
\$30,000 - \$75,000	\$28.25	\$26.25
Over \$75,000	\$27.25	\$25.10

All Trip Hazards will be repaired with a ADA compliant 12:1 slope

Address Specific Projects

Specific trip hazards surveyed, located, and identified by client.

<u>Total Contract Size</u>	<u>Standard/Private Inch-Foot Rate</u>	<u>Municipal Inch-Foot Rate</u>
0 - \$5999	\$36.00	\$32.75
\$6,000 - \$19,999	\$33.25	\$30.15
Over \$20,000	\$31.25	\$28.95

The standard unit of measurement is labeled **inch-feet**:

An “**inch-foot**” is: The average displacement of the trip hazard in inches multiplied by the length of the cut in feet.

EXAMPLE: A slab 4 ft wide has a displacement that is 1” high on one side and 1/8” on the other side

The average displacement is $\frac{1'' + 1/8''}{2} \times 4' = 9/16'' \times 4 = 2.25$ inch feet.

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Safe Step, LLC.
PO Box 411
Hortonville, WI 54944

For the purchase of: Sidewalk Maintenance Service

At a cost of: \$ 45,000

Reason for the request to waive the bid procedure: Safe Step provides a specialty type service that is difficult to bid out, especially for local businesses. That being said, the only other vendor that we could find that claims to operate in Northern Illinois, Precision Concrete Cutting, subs their work to Safe Step.

Safe Step has provided the City with excellent service over the past six years and leaves us with no doubt they will continue to do so. In effort to help maintain our fiscal responsibility, Safe Step is only requesting a modest increase this year from their municipal customers.

Other Quotations Received: None – Could not locate another company that performs this work in the area.

Date: 05.23.2016


Requested by: _____


Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

	AGENDA ITEM EXECUTIVE SUMMARY																			
	Title:	Recommendation to Approve Construction Contract for the 2016 Street Rehabilitation Program																		
	Presenter:	Karen Young																		
Please check appropriate box:																				
	Government Operations		X	Government Services			05.23.16													
Estimated Cost:	\$1,761,733.65	Budgeted:	YES	x	NO															
If NO, please explain how item will be funded:																				
Executive Summary:																				
<p>On May 3, 2016, sealed bids for the 2016 Street Rehabilitation Program were publicly opened and read aloud. The City received a total of six (6) qualified bids for this project and the results of the bid opening are as follows:</p> <p><u>Bid Results:</u></p> <table> <tr> <td><i>Engineer's Estimate</i></td> <td><i>\$2,009,035.15</i></td> </tr> <tr> <td>Schroeder Asphalt Services, Inc.</td> <td>\$1,761,733.65</td> </tr> <tr> <td>J.A. Johnson Paving</td> <td>\$1,776,600.00</td> </tr> <tr> <td>Plote Construction</td> <td>\$1,873,524.23</td> </tr> <tr> <td>Geneva Construction Company</td> <td>\$1,877,465.42</td> </tr> <tr> <td>Builders Paving, LLC</td> <td>\$1,997,680.00</td> </tr> <tr> <td>A-Lamp Concrete Contractors, Inc.</td> <td>\$2,071,685.00</td> </tr> </table> <p>The scope of work will include roadway resurfacing, sidewalk repairs, curb/gutter repairs, utility repairs and restoration. The Public Works Engineering Division prepared all design and specifications and performed the bid opening and review. Schroeder Asphalt Services performed the 2015 Street Rehabilitation Project and is capable of performing this work. Construction is anticipated to begin in June, with substantial completion by the end of August with restoration and punch list work by mid-September. Notifications will be provided to the residents along with appropriate press release to the community.</p>							<i>Engineer's Estimate</i>	<i>\$2,009,035.15</i>	Schroeder Asphalt Services, Inc.	\$1,761,733.65	J.A. Johnson Paving	\$1,776,600.00	Plote Construction	\$1,873,524.23	Geneva Construction Company	\$1,877,465.42	Builders Paving, LLC	\$1,997,680.00	A-Lamp Concrete Contractors, Inc.	\$2,071,685.00
<i>Engineer's Estimate</i>	<i>\$2,009,035.15</i>																			
Schroeder Asphalt Services, Inc.	\$1,761,733.65																			
J.A. Johnson Paving	\$1,776,600.00																			
Plote Construction	\$1,873,524.23																			
Geneva Construction Company	\$1,877,465.42																			
Builders Paving, LLC	\$1,997,680.00																			
A-Lamp Concrete Contractors, Inc.	\$2,071,685.00																			
Attachments: (please list)																				
None.																				
Recommendation / Suggested Action (briefly explain):																				
Recommendation to Approve Construction Contract with Schroeder Asphalt Services, Inc. for the 2016 Street Rehabilitation Program in the amount of \$1,761,733.65.																				
For office use only:	Agenda Item Number: 4.h																			

	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:	Recommendation to Approve Resolution with the Illinois Department of Transportation for the 2016 Street Rehabilitation Program				
	Presenter:	Karen Young				
<i>Please check appropriate box:</i>						
	Government Operations	X	Government Services 05.23.16			
	Planning & Development		City Council			
	Public Hearing					
Estimated Cost:	\$1,267,086.65	Budgeted:	YES	x	NO	
If NO, please explain how item will be funded:						
Executive Summary:						
<p>Portions of the 2016 Street Rehabilitation Program will be paid for with Motor Fuel Tax (MFT) funds. The attached Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code is an agreement with the Illinois Department of Transportation. It specifies the streets to be constructed and details the amount of Motor Fuel Tax funds appropriated for this project for construction. The total appropriation includes the total cost of the project award and only the final amount spent on the contract is what will be the final appropriation from the MFT fund. All of the streets to be constructed this year were presented at the February 2016 Government Services Meeting. Attached to the resolution are the specific streets that will be constructed under the 2016 MFT Street Rehabilitation Program.</p>						
Attachments: <i>(please list)</i>						
Copy of IDOT Form BLR 09111 "Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code"						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Recommendation to Approve Resolution with the Illinois Department of Transportation in the amount of \$1,267,086.65 to be used for the 2016 Street Rehabilitation Program.						
<i>For office use only:</i>		<i>Agenda Item Number: 4.i</i>				



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Mayor and City Council of the
City St Charles of St Charles Illinois
City, Town or Village Council or President and Board of Trustees

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Various Locations			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Pavement patching, curb and gutter removal and replacement,
Sidewalk removal and replacement, bituminous resurfacing, rehabilitation to public utility structure(s),
and parkway restoration.

and shall be constructed wide
and be designated as Section 16-00108-00-RS

2. That there is hereby appropriated the (additional ☒ Yes ☐ No) sum of One million, two hundred and sixty seven
thousand, eight six hundred and 65/100. Dollars (\$1,267,086.65) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Schroeder Asphalt Services ; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

Approved	I, <u>Nancy Garrison</u> Clerk in and for the
	City <u>St Charles</u> of <u>St Charles</u>
	City, Town or Village
	County of <u>Kane</u> , hereby certify the
Date	foregoing to be a true, perfect and complete copy of a resolution adopted
	by the <u>Council</u>
	Council or President and Board of Trustees
Department of Transportation	at a meeting on <u>June 6, 2016</u>
	Date
	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
Regional Engineer	<u>6th</u> day of <u>June, 2016</u>
	(SEAL)
	<u></u> City, Town, or Village Clerk



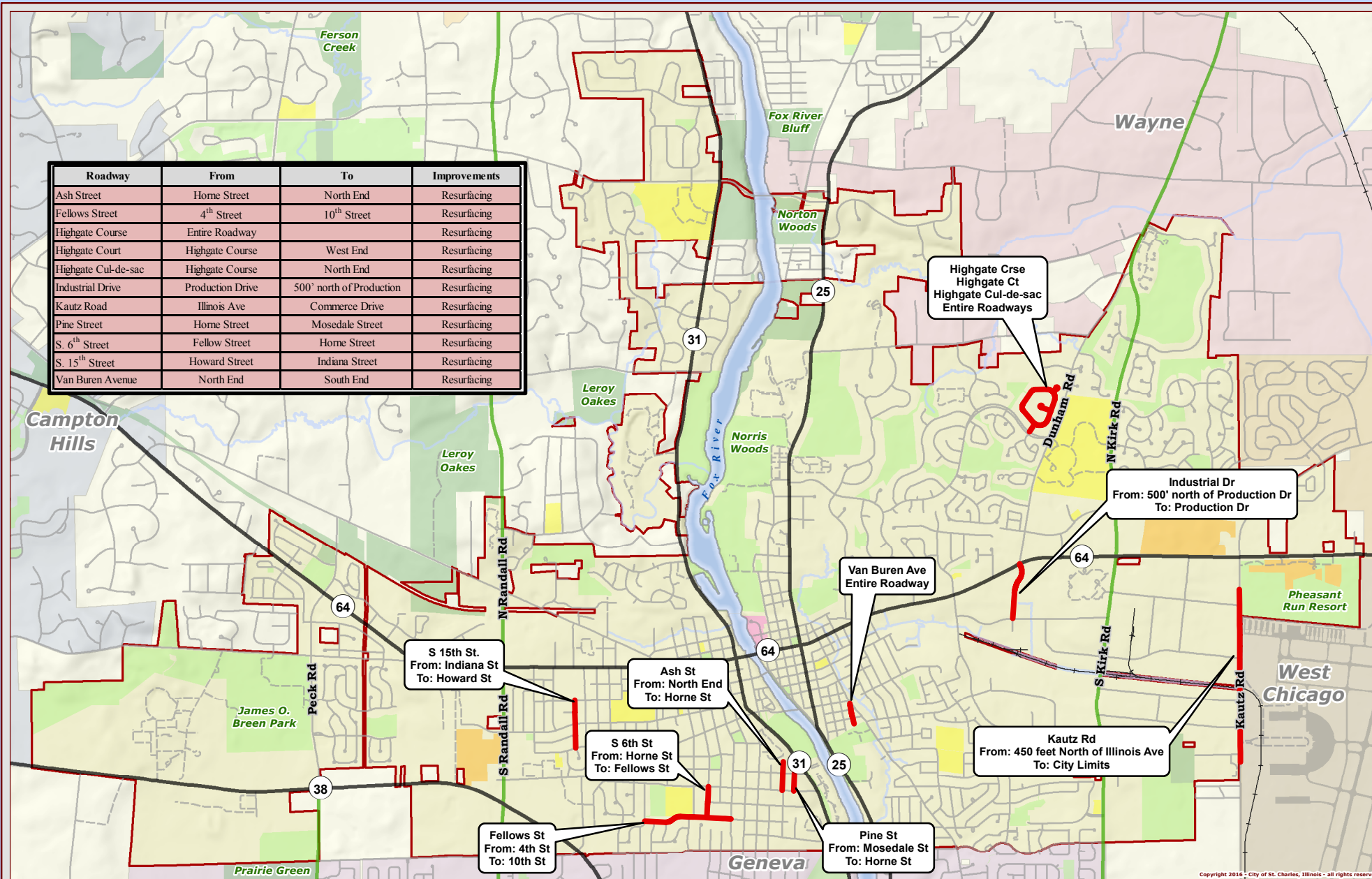
City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

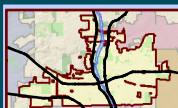
2016 MFT Roads

RAYMOND ROGINA Mayor
MARK KOENEN City Administrator

Roadway	From	To	Improvements
Ash Street	Horne Street	North End	Resurfacing
Fellows Street	4 th Street	10 th Street	Resurfacing
Highgate Course	Entire Roadway		Resurfacing
Highgate Court	Highgate Course	West End	Resurfacing
Highgate Cul-de-sac	Highgate Course	North End	Resurfacing
Industrial Drive	Production Drive	500' north of Production	Resurfacing
Kautz Road	Illinois Ave	Commerce Drive	Resurfacing
Pine Street	Horne Street	Mosedale Street	Resurfacing
S. 6 th Street	Fellow Street	Horne Street	Resurfacing
S. 15 th Street	Howard Street	Indiana Street	Resurfacing
Van Buren Avenue	North End	South End	Resurfacing



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Publication Date:
May 17th, 2016
Data Source:
City of St. Charles, Illinois
Peoria County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Scale: 1:100,000




0 0.125 0.25 0.5
Miles


— MFT Project

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	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Approve Construction Engineering Services Agreement for the 2016 Street Rehabilitation Program					
	Presenter:	Karen Young					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.23.16			
	Planning & Development			City Council			
Estimated Cost:	\$99,944.00	Budgeted:	YES	X	NO		
Executive Summary:							
<p>The 2016 Street Rehabilitation Program includes consultant services for Construction Engineering due to the recent retirement of the employee that handled this annual program inspection. Due to the scope of work and size of this program it is necessary to hire a consultant to provide construction oversight during this transition period. Staff has worked with Wills Burke Kelsey Associates (WBK) on a number of construction projects, including the Tyler Road, Peck Road and Red Gate Road Resurfacing Projects.</p> <p>WBK's team has extensive knowledge of both the IDOT requirements and includes a former IDOT employee who ran construction projects for IDOT. Staff negotiated a fee for this work in the amount of \$99,944.00 for a lump sum fixed fee not to exceed contract. The scope of work, number of hours and hourly rates are in line with previous similar projects and our project timeline.</p>							
Attachments: <i>(please list)</i>							
None							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommendation to approve Construction Engineering Services Agreement in the amount of \$99,944.00 with WBK Engineering, LLC for the 2016 Street Rehabilitation Program.							
<i>For office use only:</i>	<i>Agenda Item Number: 4.j</i>						

	AGENDA ITEM EXECUTIVE SUMMARY																							
	Title:	Update on the Red Gate Road LAFO Resurfacing Project – Information Only																						
	Presenter:	Karen Young																						
<i>Please check appropriate box:</i>																								
	Government Operations	X	Government Services 05.23.16																					
	Planning & Development		City Council																					
Estimated Cost:	N/A (Council Approved on January 25, 2016)	Budgeted:	YES	X	NO																			
Executive Summary:																								
<p>On April 22, 2016, sealed bids for the Red Gate Road Resurfacing Project were publicly opened and read aloud by Illinois Department of Transportation (I.D.O.T.) representatives in Springfield. A total of 8 qualified bids for this project were received and the results of the bid opening are as follows:</p> <p><u>Bid Results:</u></p> <table> <tr> <td><i>Engineer's Estimate</i></td> <td>\$269,629.25</td> </tr> <tr> <td>Geneva Const.</td> <td>\$199,967.17</td> </tr> <tr> <td>Arrow</td> <td>\$210,341.55</td> </tr> <tr> <td>Chicago Paving</td> <td>\$214,907.50</td> </tr> <tr> <td>J A Johnson</td> <td>\$218,473.35</td> </tr> <tr> <td>Plote Const.</td> <td>\$237,757.35</td> </tr> <tr> <td>Bruno Const.</td> <td>\$238,514.13</td> </tr> <tr> <td>Builders Paving</td> <td>\$245,002.01</td> </tr> <tr> <td>Curran Const.</td> <td>\$266,241.76</td> </tr> </table> <p>The low bidder came in approximately 25.8% lower than the Engineer's Estimate for this work. Funding for this program is based on a combination of Federal Funds (Local Agency Functional Overlay L.A.F.O.) and Corporate Funds. The City received a \$375,000 maximum grant from the Kane/Kendall Council of Mayors for this project, with a 75% Federal and 25% Local funding split for construction and construction engineering. The Local Agency Agreement for Federal Participation Agreement with I.D.O.T. was approved by City Council in January 2016, and based on the above bid prices the breakdown in funding for both construction and construction engineering are Federal (LAFO) Funding \$177,588.39 and City Funding \$59,196.13. I.D.O.T. will be awarding the construction contract, since there are Federal Funds involved. Typically it takes I.D.O.T. approximately 60 days +/- to execute the contract. The work is scheduled to be completed in August. The construction inspection will be completed by Wills Burke Kelsey Associates.</p>							<i>Engineer's Estimate</i>	\$269,629.25	Geneva Const.	\$199,967.17	Arrow	\$210,341.55	Chicago Paving	\$214,907.50	J A Johnson	\$218,473.35	Plote Const.	\$237,757.35	Bruno Const.	\$238,514.13	Builders Paving	\$245,002.01	Curran Const.	\$266,241.76
<i>Engineer's Estimate</i>	\$269,629.25																							
Geneva Const.	\$199,967.17																							
Arrow	\$210,341.55																							
Chicago Paving	\$214,907.50																							
J A Johnson	\$218,473.35																							
Plote Const.	\$237,757.35																							
Bruno Const.	\$238,514.13																							
Builders Paving	\$245,002.01																							
Curran Const.	\$266,241.76																							
Attachments: <i>(please list)</i>																								
None																								
Recommendation / Suggested Action <i>(briefly explain):</i>																								
For information only.																								
<i>For office use only:</i>		<i>Agenda Item Number: 4.k</i>																						

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Waive the Formal Bid Procedure and Approve Purchase Order for the Red Gate Road Drainage Improvement Project					
	Presenter:	Karen Young					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.23.2016			
	Planning & Development			City Council			
Estimated Cost:	\$46,295.00	Budgeted:	YES	X	NO		
Executive Summary:							
<p>The Public Works Department solicited proposals for the construction work associated with the Red Gate Road Drainage Improvement Project. The requests for proposals were sent to five (6) contractors who have experience with this type of work. The City received three (3) proposals for this work. W.F. Johnston provided the lowest responsive, responsible proposal in the amount of \$46,295.00.</p> <p>The Red Gate Road Drainage Improvement repairs are emergency repairs necessary to protect the erosion taking place in the existing drainage ditch running parallel to Red Gate Road and adjacent to the new Red Gate Road water tower and City electric facilities. The portion of the existing drainage ditch in this area has experienced severe erosion, causing sediment to travel downstream to the bike path along the Fox River. In order to prevent further deterioration and erosion we are proposing stabilizing the drainage swale to handle the storm water runoff and appropriate restoration. We will be working with the contractor on the exact timing of this work and coordinate as appropriate with the water tower construction.</p>							
Attachments: <i>(please list)</i>							
*Bid Waiver							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommendation to Waive the Formal Bid Procedure and Approve Purchase Order for the Red Gate Road Drainage Improvement Project with W.F. Johnston in the amount of \$46,295.00.							
<i>For office use only:</i>		<i>Agenda Item Number: 4.1</i>					

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

**W.F. Johnston
109 Industrial Drive
Minooka, IL 60447**

For the purchase of: Drainage Stabilization & Restoration Work

At a cost not to exceed: \$46,295.00

Reason for the request to waive the bid procedure:

The Public Works Department solicited proposals for the construction work associated with the Red Gate Road Drainage Repair Project. The requests for proposals were sent to six (6) contractors who have experience with this type of work. The City received three (3) proposals for this work. W.F. Johnston provided the lowest responsive, responsible proposal.

(EXPLANATION OF WHY YOU ARE REQUESTING THE WAIVER.)

Other Quotations Received:

- C & H Excavating – Base Bid \$43,753.50, Alternate Bid \$46,511.00
- Earthwerks Land Imp. & Devel. Corp – Base Bid \$70,200.00, Alternate Bid \$77,290.00
- W.F. Johnston – Base Bid \$50,820.00, Alternate Bid \$46,295.00


Date: May 9, 2016

Requested by: _____

Department Director: _____

Purchasing Manager: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Waive the Formal Bid Procedure and approve Purchase Order for a Sanitary Sewer Trailer Pump					
	Presenter:	Chris Adesso					
Please check appropriate box:							
	Government Operations		X	Government Services 05.23.16			
	Planning & Development			City Council			
Estimated Cost:	\$50,274.40	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>The Sanitary Sewer Division owns six 6” trailer pumps that are used primarily during emergency wet weather events and for maintenance purposes throughout the sanitary sewer system. These larger sized pumps are typically used to bypass sections of the sanitary sewer main and must be able to pump large volumes of sewage to allow staff to safely and efficiently work on the system. These pumps are also deployed in instances when the sanitary sewer system overburdened due to the infiltration of rain water in an effort to relieve the system.</p> <p>Several years ago, a 5 year replacement program was initiated to systematically and without a large impact to the budget phase in new pumps to replace old pumps. The decision was made at the beginning of the program to use Godwin pumps because of their reliability and power. The City has made a considerable investment in accessory items such as fittings, discharge and hoses customized to Godwin pumps and standardizing pump purchases has allowed staff to better utilize existing spare parts inventories, deploy pumps more efficiently during emergencies, and ease training requirements.</p> <p>Currently there is only one authorized Godwin Pump dealer in northern Illinois; therefore staff could only obtain one quote for pricing this piece of equipment, making it a sole source item.</p>							
Attachments: (please list)							
*Bid Waiver *Price Quotation							
Recommendation / Suggested Action (briefly explain):							
Recommendation to waive the formal bid procedure and approve Purchase Order for Sanitary Sewer Trailer Pump from Xylem/Godwin for the amount of \$50,274.40.							
For office use only		Agenda Item Number: 4.m					

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

**Xylem/Godwin
16830 Chicago Avenue
Lansing, Illinois 60438**

For the purchase of: 6" pump, Model CD150M and trailer

At a cost not to exceed: \$50,274.40

Reason for the request to waive the bid procedure:

Sole Source for Pump that is consistent with the other pumps in our fleet.

Other Quotations Received:

None

Date: May 23, 2016

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.


SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	GL7 Drop In Trailer with • Hose Racks, Hose Baskets and • Toolbox (9521) • Base Options • Tandem Axle • Tool Box • Hose Basket • to hold (3) 6" x 50' Discharge Hoses • Hose Rack • to hold (6) 6" x 10' Suction Hoses • 7 - Round Pin Round Plug	\$ 0.00 0.00 0.00 0.00 0.00 0.00	\$ 0.00 0.00 0.00 0.00 0.00 0.00
B	1	Godwin Dri-Prime CD150M Diesel Pump • 6" 150# Flange Suction and Discharge • John Deere 4045T290-IT4 Diesel Engine • on a GP100MV Tank • (10257) • Engine/Motor Options • Block Heater - 110 Volt • Base Options • Lights - 12 Volt Work Lights • (2) mounted on headache bar facing pumpend • Pump Options • 6" FQD x 150#FL Mounting Kit • mounted on pump suction • 6" MQD x 150#FL Mounting Kit • mounted on pump discharge	49,590.00 0.00 0.00 305.70 378.70	49,590.00 0.00 0.00 305.70 378.70
NET SALE TOTAL				\$ 50,274.40
DELIVERY CHARGE				\$ 250.00

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/pages/terms-and-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Waive the Formal Bid Procedure and Approve Purchase Order for a Lightnin Mixer Motor					
	Presenter:	Chris Adesso					
<i>Please check appropriate box:</i>							
	Government Operations		X	Government Services 05.23.16			
	Planning & Development			City Council			
Estimated Cost:	\$39,958.00	Budgeted:	YES	X	NO		
Executive Summary:							
<p>The sludge storage tank located at the Main Waste Water Treatment Plant is designed to hold approximately 83,000 gallons of digested sludge and is a key component of the bio-solids processing that takes place at the main plant prior to entering the centrifuges. The mixer that “stirs” the sludge to keep odor at a minimum, and the consistency of the sludge at the appropriate viscosity is the original motor and gearbox from when the storage tank was constructed in 1974. Although this motor was rebuilt in 1991 when the digesters were constructed, it has been in service long past its useful life and is currently operating with the main gearing and high speed shaft bearings failing.</p> <p>Because all of the associated mounting hardware, support structure and mixer assembly were designed and manufactured to work together as a complete system, only a Lightnin model product will seamlessly integrate into our supporting infrastructure. For this reason, staff has engaged the area Lightnin distributor (Mills-Winfield Engineering Sales, Inc.) and solicited a price to supply a replacement Lightnin motor that can be installed into our system without a retrofit of the supporting infrastructure.</p> <p>The replacement of this motor will ensure the operations of the Main Waste Water Treatment Plant will be uninterrupted and we will be able to continue to process sludge as it is normally processed and in the same timeframe.</p>							
Attachments: <i>(please list)</i>							
*Bid Waiver *Price Quotation							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommendation to Waive the Formal Bid Procedure and approve Purchase Order for a Lightnin Mixer Motor in the amount of \$39,958.00.							
<i>For office use only</i>		<i>Agenda Item Number: 4.n</i>					

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

**Mills-Winfield Engineering Sales, Inc.
2002 Bloomingdale Road
Glendale Heights, IL 60139**

For the purchase of: Sludge Storage Tank Mixer Motor

At a cost not to exceed: \$39,958.00

Reason for the request to waive the bid procedure:

Because all of the associated mounting hardware, support structure and mixer assembly were designed and manufactured to work together as a complete system, only a Lightning model product will seamlessly integrate into our supporting infrastructure. For this reason, staff has engaged the area distributor and solicited a price to supply a replacement Lightning motor that can be installed into our system without a retrofit of the supporting infrastructure.

Other Quotations Received: None

Date: May 23, 2016

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.



AN SPX BRAND

MILLS-WINFIELD ENGINEERING SALES, INC.
2002 BLOOMINGDALE ROAD GLENDALE HEIGHTS, IL 60139
TEL: 630-924-1208 X119 FAX: 630-924-1380
fschultz@mills-winfield.com

4/15/2016

City of St Charles
2 East Main St
St Charles, IL. 60174
Attention: Matt Wilson
Subject: Replacement for Model 86Q15
Quote Number: 117774971

Matt Wilson,

Thank you for your continue interest in Lightnin Mixers. Currently the City of St Charles is preparing to replace their existing Lightnin Model 86Q15 with serial number 745534 from project number M437357. Listed below are to options for this waste water project. Note for both options, Lightnin would furnish on site a Lightnin Service Technician to assist with the installation of the 86 Size gearbox. With the above in mind, Lightnin quote the following.

Quantity one- (1) 86 exchange reducer with a low speed coupling to operating at 30 RPM. The gearbox is supplied with a 56.2 ratio. The gearbox would be supplied with a new upper and lower bearing member and new upper shaft.

Price Each Complete supplied in 6 weeks from receipt of an order \$46,736.00

Price Each Complete supplied in 10-12 weeks from receipt of an order \$39,958.00

Enclosing, I would again like to thank you for your continued interest in Lightnin mixer. After reviewing this proposal should you have additional question about this proposal, please feel free to contact me at your earliest convenience.

Sincerely,
Frank W. Schultz

Series 80 Mixers

HEAVY-DUTY MIXERS



A World Leader In Industrial Mixing Since 1923. Lightnin has 90 years of unrivaled experience in industrial mixing technology, process knowledge, and technological innovation. Lightnin enjoys a global reputation for durable, long-lasting mixers, agitators, aerators, and flocculators for fluid process systems. We offer a full spectrum of impeller designs for diverse applications. In addition, we offer a worldwide service network, mixer repair, gearbox repair, and replacement parts programs. Look to Lightnin for knowledge, technology and service excellence.

Based in Charlotte, North Carolina, SPX Corporation (NYSE: SPW) is a global Fortune 500 multi-industry manufacturing leader with over \$5 billion in annual revenue, operations in more than 35 countries and over 14,000 employees. The company's highly-specialized, engineered products and technologies are concentrated in Flow Technology and energy infrastructure. Many of SPX's innovative solutions are playing a role in helping to meet rising global demand for electricity and processed foods and beverages, particularly in emerging markets. The company's products include food processing systems for the food and beverage industry, critical Flow components for oil and gas processing, power transformers for utility companies, and cooling systems for power plants. For more information, please visit www.spx.com.

The Lightnin Shock Absorber - Series 80

Thousands of Lightnin Mixers with hollow quill drives have been placed in service since we first created the design in the late 1960's to protect the gear train from severe flexures of the shaft. The exclusive hollow quill became part of the Series 80 mixers at that time. Since, then, the design has written a singular record for isolating shaft flexures and assuring longer life in some of the toughest applications imaginable. Series 80 mixers are especially recommended for processes with high fluid forces on the impellers, and long impeller shaft applications. Gearing is the same as used in our Series 70 and 500 mixers. Altogether, there are tens of thousands of these drives at work every day around the world. It's our standard and the standard of the industry.

PRODUCT BENEFITS AND FEATURES

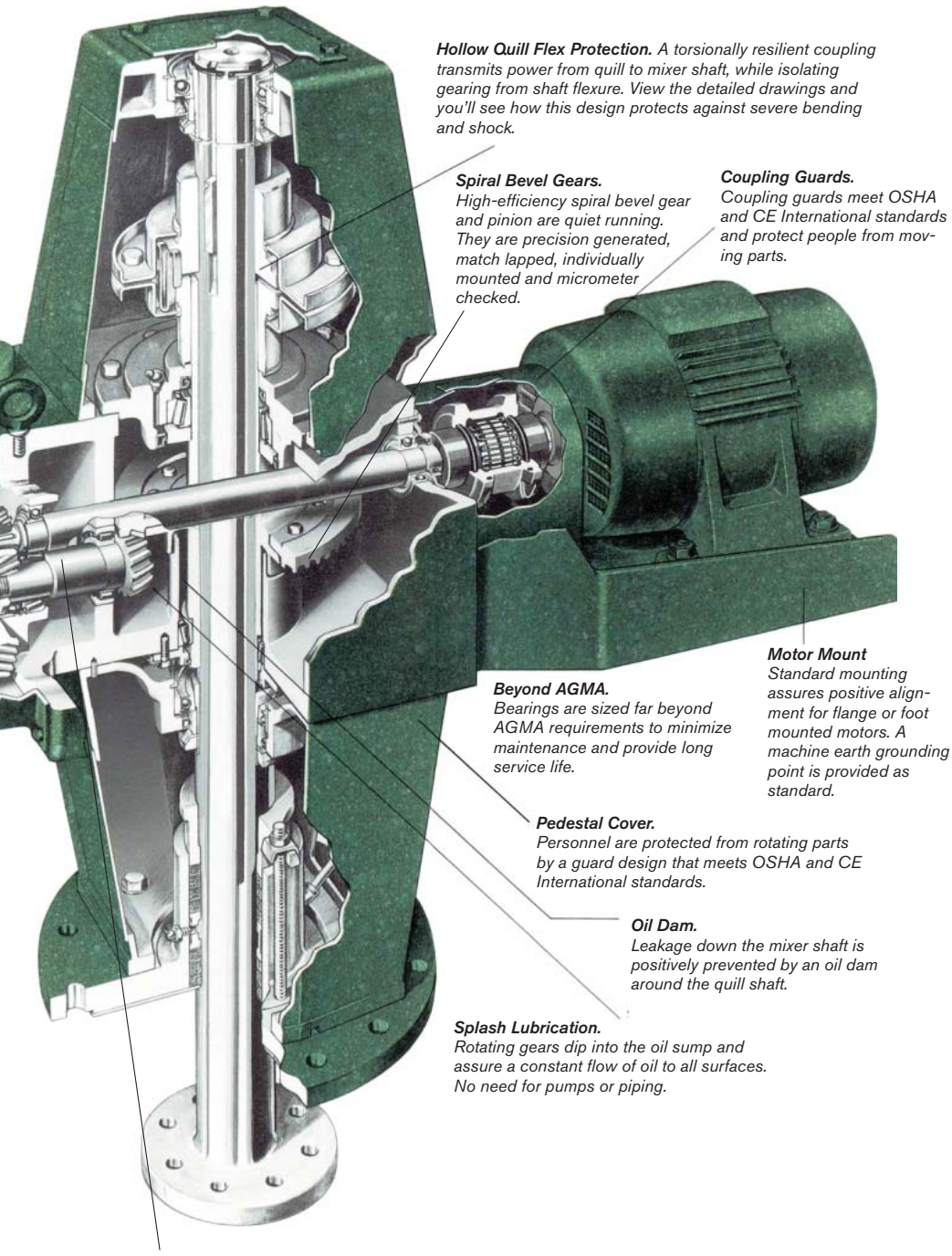
- **1 kW – 150 kW (1 - 200 HP):** Lightnin Series 80 mixers cover the range from 1 kW – 150 kW (1-200 hp). They are available in both double and triple reduction gearing, and come in a full range of standard AGMA speeds from 280 down to 16.5 rpm.
- **Full Spectrum of Impellers:** Series 80 mixers offer a full choice of impellers in order to optimize your process results. Included are the high-flow A310/A510, as well as other high performance and more traditional impellers, so we can match shear and flow to your process requirements exactly.
- **Guaranteed Performance:** Together, we decide what mixing should do to optimize your process. Then, we recommend the impeller, mixer speed, shaft length and other specifications. And we guarantee performance results.
- **Tested 100%:** We employ a non-load test run on every Series 80 before it is shipped.

Open Tank Models- Series 80 models for open tanks require minimum headroom to simplify installation.



Typical product applications

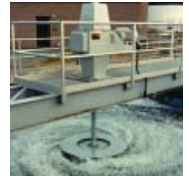
THEORY OF OPERATION:



Series 80 Mixers are a highly efficient heavy-duty mixer, suitable for use in a wide range of applications.

We guarantee, 100%, that every mixer will do the job we say it will do. We guarantee the desired mixing result, and we give you a full mechanical guarantee.

Aeration



High Solids Concentration Mineral Processing



Tall Tanks



Gassed Processes



Series 80 Mixers

HEAVY-DUTY MIXERS



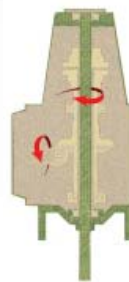
EXCLUSIVE HOLLOW QUILL CONSTRUCTION:



Hollow quill assembly with bevel gear is mounted in its own heavy-duty bearings.



Mixer shaft is supported independently. It is mounted in separate bearings that carry only the mixer shaft loads.



Mixer shaft is flexibly coupled to the quill. A torsionally resilient coupling transmits power from quill to mixer shaft, through a steel taper grid member that freely adjusts to shaft flexure.



Shaft flexure is isolated from gears. The drawing shows in exaggerated fashion how the mixer shaft can flex dramatically in the hollow quill with no effect on the drive, gearing is protected to add years of service.

Global locations

USA

SPX GLOBAL HEADQUARTERS

13515 Ballantyne Corporate Place
Charlotte, NC 28277
United States of America
+1 704 752 4400

APAC

SPX ASIA PACIFIC

2F, Treasury Building
1568 Hua Shan Road
Shanghai 20000523
Peoples Republic of China
+86 21 2208 5888

EMEA

SPX EUROPE

Ocean House
Towers Business Park
Wilmslow Road
Manchester, M20 2LY England
+44 (0) 161 2491170

SPX FLOW TECHNOLOGY

135 Mt. Read Blvd.
Rochester, NY 14611
P: (888) 649-2378 (MIX-BEST), US and Canada or +1 (585) 436-5550
F: (585) 436-5589
E: lightnin@spx.com • www.lightninmixers.com

For other Sales locations click

www.lightninmixers.com/contacts/where-to-buy/
or use your SmartPhone and the QR Code



SPX reserves the right to incorporate our latest design and material changes without notice or obligation.

Design features, materials of construction and dimensional data, as described in this bulletin, are provided for your information only and should not be relied upon unless confirmed in writing. Please contact your local sales representative for product availability in your region. For more information visit www.spx.com.

The green ">" is a trademark of SPX Corporation, Inc.

ISSUED 01/2014 B-551

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These Terms and Conditions of Sale ("Terms") shall govern all quotations, orders and contracts for the sale of goods and services of SPX FLOW to Buyer. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of SPX FLOW and Buyer. SPX FLOW's acknowledgement of Buyer's purchase order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

1. DEFINITIONS: "SPX" means the SPX FLOW, Inc. entity named in the order which is providing the goods and/or services. "Buyer" means the company who accepted Seller's offer or is named in the order.

2. PRICES: Unless otherwise mutually agreed to in writing, prices are net, INCOTERM FCA carrier, SPX factory. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

3. DELIVERY AND PERFORMANCE: All goods shall be shipped INCOTERM 2010 FCA (SPX facility), and title and risk of loss shall pass to Buyer when the goods depart SPX's facility. Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and SPX shall use commercially reasonable efforts to meet such dates; provided, however, that SPX shall not be liable in damages or otherwise, nor shall Buyer be relieved of its performance hereunder, because of SPX's failure to meet them. Additionally, SPX shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers, labor difficulties, shortages, strikes or stoppages of any sort, difficulty in obtaining materials, customer requested order changes, fires, floods, storms, accidents, or acts of God, any statute, sanction, injunction or other governmental restraint, or other causes beyond SPX's reasonable control. In the event of any such delay, the date of delivery shall be extended for a length of time at least equal to the period of the delay. All goods for which SPX does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted. If Buyer fails to perform any of its obligations under this Agreement, SPX shall be entitled to suspend its performance under the Agreement until such time as Buyer performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount of time determined in SPX's discretion. If Buyer does not take delivery of the goods within seven (7) days of notification that they are ready for delivery or SPX is unable to deliver the goods because Buyer has not provided appropriate instructions, licenses, authorizations or other documentation, SPX shall be entitled to place the goods in storage at Buyer's expense, and risk of loss in the goods, if it has not passed earlier, shall pass to Buyer. Delivery of the goods to storage shall constitute delivery to Buyer, and SPX shall become entitled to payment upon such delivery. All other rights and claims of SPX resulting from Buyer's delay shall remain unaffected.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: SPX's responsibility ceases upon delivery to carrier. Buyer shall note receipt for goods that are not in accordance with bill of lading or express receipt and Buyer shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly.

5. TAXES: SPX prices do not include sales, use, VAT, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. All taxes shall be paid by Buyer, or Buyer shall provide SPX with a tax exemption certificate acceptable to the appropriate taxing authorities. Buyer shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless, indemnify, and reimburse SPX therefrom.

6. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be net thirty (30) days, in US dollars. Pro-rated payments shall become due with partial shipments. SPX retains all remedies for Buyer's insolvency including, but not limited to, the right to stop delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at SPX's election, makes all subsequent invoices immediately due and payable and SPX may withhold all subsequent deliveries until the full account is settled and SPX shall not, in such event, be liable for non-performance of contract in whole or in part. Buyer agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Buyer agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Buyer. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Buyer's breach, such payment shall nevertheless become due and payable at the time agreed to and SPX's further right to seek damages shall remain unaffected.

7. CANCELLATIONS AND CHARGES: In the event of Buyer's cancellation, Buyer shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by SPX, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Buyer is responsible for all reasonable storage, insurance, and all other expenses incurred by SPX as a result of Buyer's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Buyer requests a change, SPX will provide a quotation to Buyer within ten (10) days detailing the corresponding change in delivery, price, materials, and similar. SPX shall not be obligated to implement the requested change until the quotation is agreed by the parties.

8. LIMITED WARRANTY: Unless otherwise mutually agreed to in writing, (a) SPX goods, auxiliaries and parts thereof are warranted to the original purchaser against defective workmanship and material for a period of twelve (12) months from date of installation or eighteen (18) months from date of shipment from factory, whichever expires first, and (b) SPX services are warranted to Buyer to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, SPX shall, at SPX's option, either repair or replace the defective goods or re-perform defective services. If Buyer makes a warranty claim to SPX and no actual defect is subsequently found, Buyer shall reimburse SPX for all reasonable costs which SPX incurs in connection with the alleged defect. Third party goods furnished by SPX will be repaired or replaced as Buyer's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, SPX shall not be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any good or services which, following delivery or performance by SPX, has been subjected to accident, abuse, misapplication, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's products, (vi) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by SPX, if such damage or harm would have been avoided in the absence of such combination, operation or use; (vii) any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement, or, (viii) Buyer's use of the product in any manner inconsistent with SPX's written materials regarding the use of such product.

THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO BUYER AND SPX HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE FOREGOING REPAIR, REPLACEMENT AND REPERFORMANCE OBLIGATIONS STATE SPX'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR

DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

9. INTELLECTUAL PROPERTY: In the event of a successful infringing claim by a third party, at SPX's option, SPX shall either (i) modify the goods sold hereunder so that they perform comparable functions without infringement, (ii) obtain a royalty-free license for Buyer to continue using the infringing goods or (iii) refund to Buyer the then-depreciated fair market value of the infringing component. SPX shall have no obligation under this Article to the extent a claim is based upon (a) the combination, operation or use of the goods with equipment, products, hardware, software, systems or data that was not provided by SPX, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) Buyer's use of the product in any manner inconsistent with SPX's written materials regarding the use of such product or (c) infringement resulting from Buyer's specifications or designs or those of Buyer's contractors or subcontractors other than SPX. This Section states SPX's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the goods or services sold hereunder or any part thereof and is subject to the other limitations contained in these Terms.

10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL SPX BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (WHATEVER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS, PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF SPX GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) SPX'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY BUYER MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE. BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL AGREEMENTS MADE WITH THIRD PARTIES THAT ARE OUTSIDE THE SCOPE OF THESE TERMS AND WHICH ARE CONTRARY TO THE LIMITATIONS OF LIABILITY AND/OR WARRANTY INCLUDED HEREIN.

11. GOODS FOR EXPORT: Buyer acknowledges that the goods may be subject to export restrictions, and that Buyer will to comply with all such applicable laws and regulations. If the goods are intended for export, Buyer shall designate country of destination on its purchase order. In the event that Buyer purchases goods for export without so notifying SPX, SPX reserves the right to cancel the contract at no penalty or liability for breach in the event that SPX objects to the ultimate destination of the goods. Buyer will have sole liability and shall defend, indemnify and release SPX for any loss or damage (including without limitation, claims of governmental authorities) arising from the export or import of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer has sole responsibility for obtaining any required export licenses. Buyer will not take, and will not solicit SPX to take, any action which would violate any anti-boycott or export or import statutes or regulations of the applicable governmental authorities and shall defend, indemnify, and reimburse SPX for any loss or damage arising out of or related to such actions. To the extent SPX is required to obtain an export license for any goods: (1) SPX obligation to fulfill an order with goods requiring such a license will be directly subject to the granting of the license; (2) SPX will use commercially reasonable effort to obtain such license; and, (3) Buyer shall make available all necessary information and documentation required for SPX to obtain such license.

12. PROPRIETARY INFORMATION: SPX shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods or services sold to Buyer. All such information and documents disclosed or delivered by SPX to Buyer: (i) are to be deemed proprietary to SPX; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of SPX; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, and maintenance of the goods and services sold to Buyer under these Terms, and not for any other purpose.

13. APPLICABLE LAW; VENUE; ARBITRATION: The rights and duties of the parties shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts law and choice of laws principles. This provision shall apply regardless of whether the goods and services were provided within North America. For sales of goods sold or to be delivered or services to be performed within North America: Any action or proceeding with respect to this order shall be brought only in any state court in Mecklenburg County, North Carolina or the Federal courts of the Western District of North Carolina, United States of America, and Buyer and SPX submit to and accept generally and unconditionally the jurisdiction of those courts with respect to such party's person and property. Buyer and SPX hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in the above-described courts. For sales of goods sold or to be delivered or services to be performed outside of North America: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the International Chamber of Commerce International Court of Arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be London, England.

14. RESALE: Buyer further agrees that upon resale of the goods, it will include in the contract for resale provisions which limit recoveries against SPX in accordance with these Terms. If Buyer fails to include such provisions in any such contract for resale, (a) SPX may reject Buyer's order related to such contract for resale, and (b) Buyer shall indemnify, defend and hold harmless SPX against any claim, liability, loss, cost, damage, or expense (including reasonable attorney's fees) arising out of or resulting from such failure.

15. NO OTHER CONTRACT PROVISIONS; OTHER: No dealer, broker, branch manager, agent, employee or representative of SPX has any power or authority except to take orders for SPX goods or services and to submit the same to SPX, at SPX's factory, for SPX's approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained herein. SPX shall refer to SPX and its affiliates. These Terms constitute a completely integrated agreement and cannot be modified unless modifications are accompanied by signed writing approved by SPX. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. SPX reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Buyer's rights hereunder without SPX's consent (which shall not be unreasonably withheld) shall be void. SPX's failure to require Buyer's performance of any of these Terms shall not serve as a waiver of or diminish SPX's rights to require strict performance of these Terms.



AGENDA ITEM EXECUTIVE SUMMARY

Title:

Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Pollution Control Loan Program for Phosphorus Removal and Digester Rehabilitation Projects

Presenter:

Chris Adesso

Please check appropriate box:

	Government Operations	X	Government Services 05.23.16
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:

N/A

Budgeted:

YES

X

NO

If NO, please explain how item will be funded:

Executive Summary:

The City is working through the pre-application process prior to applying for a low interest loan through the IEPA's Water Pollution Control Loan Program for key waste water system improvement projects. The following table illustrates the projects and the estimated costs to be funded by the low interest loan.

	FY 16/17 & 17/18	FY 16/17	FY 17/18 & 18/19	FY 19/20	FY 17/18 & 18/19	FY 19/20	
Project Name	P Removal	Digester Rehab Ph I	Digester Rehab Ph II	Digester Rehab Ph III	7th & Division LS	Country Club LS	Total
Total Authorized Amount to be Borrowed	\$ 7,547,571.57	\$ 1,176,521.91	\$ 3,590,368.00	\$ 3,527,032.41	\$ 618,534.56	\$ 660,458.24	\$ 17,120,486.69

It was the recommendation of both IEPA and our engineering consultants to include all of these projects in the loan pre-approval at this time to ease the process of approval and identify the future projects to the agency. Separate loan agreements will be required after the projects have been approved through the individual fiscal year's budget process. The loan will be repaid from revenues of the waste water utility over a twenty-year period at an estimated interest rate of 1.86%. The ordinance also authorizes the Mayor to execute loan agreements with the IEPA.

Attachments: (please list)

Ordinance

Recommendation / Suggested Action (briefly explain):

Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Pollution Control Loan Program for Phosphorus Removal and Digester Rehabilitation Projects

For office use only:

Agenda Item Number: 4.o

**ORDINANCE AUTHORIZING LOAN AGREEMENT
(WATER POLLUTION CONTROL LOAN PROGRAM --HOME RULE ENTITY)**

ORDINANCE NUMBER _____

AN ORDINANCE authorizing the City of St. Charles of
Kane and DuPage Counties, Illinois, to borrow funds
from the Water Pollution Control Loan Program

WHEREAS, the City of St. Charles of Kane and DuPage Counties, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution of 1970 and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the Mayor and City Council of the City of St. Charles (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Water Pollution Control System Improvements together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of City of St. Charles, which Project has a useful life in excess of 20 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$17,121,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of St. Charles from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the waste water utility and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of St. Charles is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$17,121,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of St. Charles shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of St. Charles and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of St. Charles of Kane and DuPage Counties, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of St. Charles to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the

City of St. Charles in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$17,121,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the waste water utility, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of St. Charles may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of St. Charles to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY OF ST. CHARLES

Repayment of the loan to the Illinois Environmental Protection Agency by the City of St. Charles pursuant to this Ordinance is to be solely from the revenue derived from revenues of the waste water utility, and the loan does not constitute an indebtedness of the City of St. Charles within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

Mayor Raymond P. Rogina is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

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PASSED by the Corporate Authorities
on _____, 20____.

APPROVED _____, 20____

Mayor Raymond P. Rogina
City of St. Charles
Kane and DuPage
Counties, Illinois

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in the _____ on _____, 20____.

RECORDED in the [ENTITY] Records on _____, 20____.

ATTEST:

Nancy Garrison, Clerk
City of St. Charles of Kane and DuPage
Counties, Illinois

CERTIFICATION

I, Nancy Garrison, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of St. Charles of Kane and DuPage Counties, IL. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as [insert TITLE OF ORDINANCE], passed by the City Council of the City of St. Charles of Kane and DuPage Counties on the ____ day of _____, 20__, and approved by the Mayor of the City of St. Charles of Kane and DuPage Counties on the same said date, the original of which is part of the books and records within my control as Clerk of the City of St. Charles of Kane and DuPage Counties, IL.

Dated this ____ day of _____, 20__.

Clerk of the City of St. Charles of
Kane and DuPage Counties, IL