

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
RITA PAYLEITNER, CHAIRMAN**

**MONDAY, MAY 22, 2017, 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. COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT**
 - a.1** Recommendation to approve an Ordinance Amending Title 6 of the St. Charles Municipal Code, Entitled “Animals”, Chapter 6.04 “Definitions” by adding Section 6.04.055 “Beekeeping” and Chapter 6.12 “Regulations”, by adding Section 6.12.085 “Beekeeping.
 - a.2** Recommendation to approve an Ordinance Amending Title 9 of the St. Charles Municipal Code, Entitled “Public Peace, Morals, and Welfare”, Chapter 9.45 “Nuisance Abatement” by amending Section 9.45.020 “Definitions” by adding Item 21, Violation of Beekeeping”.
- 5. PUBLIC WORKS DEPARTMENT**
 - a. Presentation of APPA Reliable Public Power Award – Information only.
 - b. Presentation of the Red Gate Water Tower Steel Structure of the Year Award by CB&I.
 - c. Presentation of CMOM Public Communication Plan – Information only.

- d.** Recommendation to award the Bid for Water and Wastewater Treatment Chemicals to Viking Chemical for a Two Year Period Beginning May 1, 2017 through April 30, 2019.
- e.** Recommendation to approve Acceptance of Electric Easement at Fox Island Square (12 Indiana Street).
- f.** Recommendation to approve Budget Addition to the Expense Budget in the Electric Utility to Offset New Business Projects.
- g.** Presentation of Solar Plant Status – Information only.
- h.** Recommendation to approve Ordinance Updates to City of St. Charles Code 13.08 - Electricity.
- i.** Presentation of LED Lightbulb Giveaway Program - Information only.
- j.** Recommendation to approve the Use of City Property at 1st Street Plaza for the Installation of Decorative Hanging Lights.
- k.** Recommendation to award the Bid for Pest Control Services.
- l.** Recommendation to award the Bid for Lab Roof Replacement and Rehabilitation.
- m.** Recommendation to award the Bid for FY 17/18 Sidewalk Lifting Program.
- n.** Recommendation to approve a Purchase Order for Concrete Materials.
- o.** Recommendation to approve Design Engineering Agreement for the 7th Avenue Creek Culvert Replacement at John Deutsch Drive and Culvert Repairs at 7th Avenue.

6. 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)

- 7. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS**
- 8. ADJOURNMENT**

ADA Compliance

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



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

Attachments *(please list):*

* April 2017 Outage Report

Recommendation/Suggested Action *(briefly explain):*

For information only.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.b

Title: Active River Project Update – Information Only

Presenter: Chris Adesso

Meeting: Government Services Committee Date: May 22, 2017

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

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

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.

Attachments *(please list):*

- * April 3, 2017 - Task Force Meeting Minutes
- * April 17, 2017 – Task Force Meeting Minutes
- * May 1, 2017 – Task Force Meeting Minutes

Recommendation/Suggested Action *(briefly explain):*

None – For information only.

**MINUTES
ACTIVE RIVER TASK FORCE MEETING
ST. CHARLES
JOHN RABCHUK, CHAIRMAN
APRIL 3, 2017**

Members Present: Chair. John Rabchuk, Trish Beckjord, Rick Brems, Holly Cabel, Jim Enck

Members Absent: Chris Adesso, Chris Bong, Monica Meyers, John Wessel

Others Present: Phil Held, Ed Werneke, Isabel Soderlind

1. Call to Order

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

2. Minutes Review and Approval

Motion was made to accept and place on file the minutes of the March 6, 2017 Active River Task Force meeting minutes.

Motion by Rick Brems second by Holly Cabel to accept and place the minutes on file.

Voice vote: Ayes: unanimous; Nays – None Absent: C. Adesso, C. Bong, M. Meyers, J. Wessel

Motion carried at 8:07 a.m.

3. Fox River Watershed Study Requirements (Trish & Karen)

Trish Beckjord mentioned that Karen Laskowski had all the information regarding the Fox River watershed. Karen however was not in attendance; therefore Trish requested the discussion on this agenda item be postponed until the next meeting.

4. Member Organization Updates

A. St. Charles Park District

i. Update on Boy Scout Island

Holly Cabel mentioned Ferson Creek is the focus for the Park District right now. The OSLAD project and signage is being installed. The storage rack system for the skulls and new dock will be installed. This project will also include the plant base shoreline stabilization on the creek side; the project will not affect the sandy shore area. The park will be closed most of the spring into the summer.

This phase of the project is for the parking lot and additional boat slips only.

ii. Schedule Presentation of Engineering Feasibility Study to the St. Charles Park District Board Commissioners

Holly mentioned the Feasibility Study presentation could be scheduled for the 2nd

St. Charles Park District Board meeting in April. Greg Chismark can give an overview of the Feasibility Study to the Park Board at that April 25 meeting.

The group then discussed the focus of this presentation.

Holly would like to be notified if and when Greg would be presenting so that she can get this on the agenda.

B. City of St. Charles

- i. Engineering Feasibility Study Presentation to City Council at the Government Service Committee (GSC) Meeting

Chris Adesso was not present at the meeting. John Rabchuk however mentioned that Chris and Greg Chismark may be giving a preliminary overview of the Feasibility Study at the April 24 GSC meeting. This meeting would focus on the findings of the Feasibility Study and whether the project was feasible. The discussion may also include the status of the dam, maintaining the upper pool, hydrology, siltation findings, etc.

The final presentation regarding the Feasibility Study will be given at the May or June Government Services meeting. This meeting may also include basic concept drawing(s), recommendations and preliminary related costs.

C. River Corridor Foundation

- i. Bob Leonard Walkway Landscaping & Furnishing Project

No updates were given at this meeting.

- ii. Kiwanis Signature Project Ideas Request

Per John Rabchuk two signature projects have been proposed for Kiwanis:

- Tree House
- Splash Park-for kids in the downtown area
- Some type of marsh bird sanctuary along the kayak trail in the Boy Scout Island Lagoon area is another possibility. Trish Beckjord is playing with this concept for a potential presentation.

- iii. Facebook and Website Updates

Once the feasibility study is presented and finalized, Phil Held suggested posting the information on Facebook. In addition, the posting could include offering presentations to organizations interested in knowing more about this project; this would be an opportunity to promote the project to the public.

5. Update on Second Meeting with Potential Corporate/Philanthropic Funding Source

A. List of Potential Philanthropic Donors/Sponsors Discussion Update - Solicitation of Philanthropic Funding for Design and Phase I Engineering

John Rabchuk shared a preliminary list of potential corporate and philanthropic donors, sponsors and foundations for the design phase of this project. Discussion and comments were made.

Trish Beckjord also recommended researching the following to the list:

- Trust of Public Lands – 606
- Illinois Solar Energy Foundation

Rick Brems also mentioned that there are many companies that conduct this type of fund raising service; other cities have utilized this type of assistance for similar projects. This is an option that this group could research in the future.

6. Marketing, Publicity and Community Outreach

A presentation to Pottawatomie Garden Club is scheduled for Monday, July 24, 2017 from 1:00-1:45 p.m. at Baker Methodist Church.

7. Other

A. Floating Island Presentation from David Yocca Update

Trish Beckjord mentioned she connected with David Yocca from the Conservation Design Forum. He stated he was open to meeting with the ARP or the River Corridor Foundation and share his professional knowledge of floating islands versus marsh, pros and cons. Discussion. A decision was made to postpone this presentation to a later date.

B. Fox Valley Sustainability Network Presenting “GreenTown”

Trish Beckjord mentioned the Fox Valley Sustainability Network was presenting an all day workshop on “GreenTown” on Thursday, April 27 at the Two Brothers Restaurant, 205 N Broadway, in Aurora. Topics to be presented:

- The Blue Zones: 9 Lessons for Living Longer From the People Who've Lived the Longest by Dan Buettner
- Designing Healthy Communities by Richard J. Jackson with Stacy Sinclair
- Sustainable Urbanism: Urban Design with Nature by Douglas Farr, Foreword by Andres Duany
- The Human City: Urbanism for the Rest of Us by Joel Kotkin
- Making Healthy Places: Designing and Building for Health, Well-Being, and Sustainability by Andrew L. Dannenberg, Howard Frumkin, and Richard J. Jackson

Trish felt it may be a good networking opportunity and exposure for this project if some of the members in this group attended. For more information go to:

<http://www.foxvalleysustainabilitynetwork.com/events/>

8. Adjourn

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

Motion by John Rabchuk to adjourn the meeting, second by Holly Cabel.

Voice vote: Ayes: unanimous; Nays – None Absent: C. Adesso, C. Bong, M. Meyers, J. Wessel

-Motion carried at 9:16 a.m.

MINUTES

ACTIVE RIVER TASK FORCE MEETING

BAKER COMMUNITY CENTER, ST. CHARLES, ILLINOIS

JOHN RABCHUK, CHAIRMAN

APRIL 17, 2017

Members Present: Holly Cabel, Chris Adesso, Trish Beckjord, John Rabchuk, Jim Enck,

Members Absent: Rick Brems, Chris Bong, Monica Meyers, John Wessel

Others Present: Ed Werneke, Tom Anderson, Phil Held, Candy Boulay, Tony Zehnder

Visitors Present: none

Call to Order

The meeting was convened by John Rabchuk at 8:03a.m.

Minutes Review and Approval

Motion to accept and place on file the minutes of the April 3, 2017 Active River Task Force Meeting. Motion by Chris Adesso, second by Holly Cabel to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Rick Brems, Monica Meyers, Chris Bong, and John Wessel

Motion carried at 8:03 a.m.

Member Organization Updates

Holly Cabel stated she recently updated the Park Board of Commissioners on the Active River Project. The Engineering Feasibility Study may be presented at the July 11, 2017 Board Meeting. John Rabchuk asked if there may be an interest in having a special meeting between the agencies to allow more time to discuss the subject. Holly stated she thought the subject could be covered at a regular Board Meeting and it may be difficult to gather all Board members together for another meeting. Jim Enck stated a special meeting may indicate more detailed information would be provided. Chris Adesso stated due to the City beginning a new fiscal year there are time constraints with many business items on the City Council's agenda; a separate meeting may not be feasible at this time. Chris also stated: the City would be taking a lead on the RFQ; a meeting will be held next week to speak with regulators. More information will be

be provided, concepts may be fine-tuned and a presentation may be made in June. Jim Enck and Chris Adesso both stated John Rabchuk should not attend other meetings until the Feasibility Study is complete.

Chris Adesso stated when presenting the conceptual plans to the City the plans should answer the following questions: is the engineering feasible; does it require a permit; what is the cost to construct; who would own the property. The focus should remain on these answers; show what potential issues could be brought up during the process.

John Rabchuk stated input should be sought from local business; bring them in on the process.

John Rabchuk stated Kiwanis is looking for a signature project. Possible projects include a tree house and a splash park in the downtown area.

John Rabchuk stated through the Park District or River Corridor, the wetlands, trails and lagoon will become important issues, being beneficial to the environment.

Fox River Watershed Study Requirements

Trish Beckjord stated she had concerns about the concepts as they appear to be finalized; the next steps should provide earlier concepts. Chris stated the concepts are very preliminary in design; since there isn't a scope provided at this stage; items shouldn't be listed at this time. Trish stated the public should only see preliminary concepts. Jim Enck stated his past experience has shown it is advisable to pull back on designs and not show so much detail at this stage in the process. Phil Held stated the three plans as shown should show they are conceptual at this point in time.

Discussion took place regarding water level and flooding on Route 31; there is siltation behind the dam which changes water levels; moving the dam north would eliminate some of the flooding which currently takes place.

Trish Beckjord stated a future scope should address fish passage and habitat; it may be done in stages.

Trish Beckjord stated questions should be asked of IDNR as related to dam safety; ownership and operations; this project does a lot for dam safety.

Potential Corporate/Philanthropic Funding Source

John Rabchuk stated he has met with a potential philanthropic group and indicated the group is inquiring whether the Active River Project is ready to commit and go public. The group is asking for more information on the project.

John Rabchuck stated: as related to funding, a foundation would be set up under the River Corridor Foundation and funds could be used for the project (a 501C3) and administered by the

Community Foundation. The agency to release the contract may be the City, in conjunction with the Park Board and River Corridor Foundation.

Adjournment

The next meeting is scheduled for May 1, 2017 at 8:00 a.m. at Baker Community Center in the Peterson Lounge.

Motion by Trish Beckjord, seconded by Chris Adesso to adjourn the meeting.

Voice vote: unanimous; Nays – None; Absent: Chris Bong, Rick Brems, Monica Meyers, and John Wessel

Motion carried at 9:11 a.m.

**MINUTES
ACTIVE RIVER TASK FORCE MEETING
ST. CHARLES
JOHN RABCHUK, CHAIRMAN
MAY 1, 2017**

Members Present: Chair. John Rabchuk, Chris Adesso, Trish Beckjord,
Rick Brems, Holly Cabel

Members Absent: Chris Bong, Jim Enck, Monica Meyers, John Wessel

Others Present: Tom Anderson, Phil Held, Isabel Soderlind, Ed Werneke Tony Zehnder

1. Call to Order

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

2. Minutes Review and Approval

Motion was made to accept and place on file the minutes of the April 17, 2017 Active River Task Force meeting minutes.

Motion by Trish Beckjord second Rick Brems, to accept and place the minutes on file.

Voice vote: Ayes: unanimous; Nays – None Absent: C. Bong, J. Enck, M. Meyers, J. Wessel

Motion carried at 8:07 a.m.

3. Fox River Watershed Study Requirements

Trish Beckjord mentioned that Karen Laskowski had all the information regarding the Fox River watershed. Karen however was not in attendance. This discussion will be postponed until Karen attends the next meeting.

4. Member Organization Updates

A. St. Charles Park District

- i. Engineering feasibility study presentation and discussion scheduled for July 11, 2017.

Holly Cabel will schedule the presentation of the Engineering feasibility study to the St. Charles Park District Board for the July 11, 2017 meeting. The presentation will be similar to that being presented at the Government Services Committee meeting. (See item below for more detailed information.)

B. City of St. Charles

- i. Engineering Feasibility Study Presentation to City Council at the Government Services Committee Meeting June 26, 2017

Chris Adesso will schedule the Engineering Feasibility Study presentation for the June 26 Government Services Committee meeting. Greg Chismark from WBK and Chris Adesso will focus on the results of the study. The members of this group discussed the following points to capture in the presentation:

1. Recap of the feasibility study and findings.
2. Is this project and construction possible?
3. Recap the preliminary discussion with the IDNR.
4. Present basic concept drawing(s).
5. Present estimated cost of Phase I/Design Engineering and approximate construction cost depending on the concept.
6. Questions and feedback from Council.

The following action items were also discussed:

1. Meet with property land owner(s) who have water access to the river to discuss the project and request their support.
2. John Rabchuk will ask Mark Koenen for another item to be placed on the June 26 Government Services Committee meeting agenda. This item will include the request the City's support of Phase I/Design Engineering phase of the project. John will cover the meetings held with various philanthropic/foundation groups and their commitment to date. This task force however needs the City's (and St. Charles Park District) support including some type of financial commitment for the project to move forward.

ii. Update on IDNR Discussions

Chris Adesso and Greg Chismark discussed the project with the Illinois Department of Natural Resources (hereafter referred to as "IDNR"). Chris mentioned it was a positive meeting, and according to John Rabchuk, Greg also agreed. Overall, IDNR did not see any "red" flags regarding issuing the project a permit or any issues with the purpose of the project.

IDNR had a very favorable reaction to making the dam safer and lower. The agency feels the permitting process will be straightforward with relocating the dam as long it is no longer being used for its original intention. There is an existing check list that will be given to those managing the project with jurisdictional "rules" that would need to be reviewed.

IDNR mentioned a couple a couple of items that will need to be addressed moving forward:

1. IDNR will require another public agency to own and operate the newly constructed dam another public agency would need to be assigned.
2. Depending on the concept chosen, project may need to address the riparian rights with those properties that have water access to the river. An attorney would need to be assigned to address this matter. (There are currently four owners who have riparian rights, City of St. Charles, Baker Hotel, Salerno's,

& Carroll Towers.)

C. River Corridor Foundation

A meeting to present the Feasibility Study to River Corridor Foundation will be scheduled for July 19, 2017. Presentation will be similar to that presented at the City's Government Services Committee meeting and the St. Charles Park District Board.

5. Update on Second Meeting with Potential Corporate/Philanthropic Funding Source

A. Update on Corporate/Philanthropic Donors Meeting on April 28, 2017

John Rabchuk had a follow up meeting with corporate/philanthropic foundation donors on April 28, 2017. It was a very positive meeting and both have offered a financial commitment of up to \$100,000 for each of the next 2 to 3 years based on the city's commitment to the project.

The corporate donor has strong affiliations with other related corporate foundations and they have mentioned that they will be instrumental in referring the Active River Project to these other foundations.

Other sources of funding include may include pledges from local families and a number of private foundations that operate under the Community Foundation of the Fox River Valley umbrella..

B. Donor Requirements

- i. Discussion on the Creation and Management of an Active River Fund under Community Foundation Umbrella

John Rabchuk briefly discussed establishing an Active River Foundation account under the River Corridor/Community Foundation so donations can be appropriately administered.

6. Marketing, Publicity and Community Outreach

A. Pottawatomie Garden Club Presentation

A presentation to Pottawatomie Garden Club is scheduled for Monday, July 24, 2017, from 1:00-1:45 p.m. at Baker Methodist Church.

7. Other

A. Update from Trish Beckjord on the GreenTown Fox Valley Symposium

Trish Beckjord updated the task force on the Wisconsin Illinois River Trail presentation at the GreenTown Fox Valley Symposium last week. Karen Miller, Executive Planner from Kane County Development and Community Services Department led the discussion on improving the water quality, habitat and recreational amenities of the Fox River.

Trish Beckjord recommended Karen be invited to one of the River Corridor Foundation meetings and give a 15 minute presentation on this topic; it may open some funding opportunities. John Rabchuk recommended Trish call Karen and see if she could speak at the June River Corridor Foundation meeting.

B. District 303 High School Students Water Testing Program.

John Rabchuk mentioned the District 303 high school students conducted their first water testing of the river last week.

8. Adjourn

The next meeting is scheduled for May 15, at 8:00 a.m. at the Baker Memorial Community Center.

Motion by Chris Adesso to adjourn the meeting, second by Holly Cabel.

Voice vote: Ayes: unanimous; Nays – None Absent: C. Bong, J. Enck, M. Meyers, J. Wessel

-Motion carried at 9:11 a.m.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.c

Title: Tree Commission Minutes – Information only

Presenter: AJ Reineking

Meeting: Government Services Committee Date: May 22, 2017

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

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

A duty of the Tree Commission is to advise and consult with the Government Services Committee. The April 13, 2017 Tree Commission meeting minutes are attached.

Attachments *(please list):*

* Tree Commission Minutes – April 2017 meeting minutes.

Recommendation/Suggested Action *(briefly explain):*

For information only.

**MINUTES
CITY OF ST. CHARLES
TREE COMMISSION MEETING
RALPH GRATHOFF, CHAIRMAN
April 13, 2017**

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

Members Absent: Kathy Brens, Ron Ziegler

Others Present: Chris Adesso, Jeremy Craft, Marcelline D'Argento, AJ Reineking, Lisa Vielbig

Visitors Present: Heather Goudreau

1. Call to Order & Pledge of Allegiance

The meeting was convened by Chair. Grathoff at 7:02 p.m.

2. Minutes Review and Approval

Motion to approve and place into the public record the minutes of the March 9, 2017 Tree Commission meeting. Motion by Comm. Myers, second by Comm. Hauser to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:04 p.m.

3. Old Business

A. Arbor Day Updates

i. Davis Primary School Volunteers

Comm. Myers provided the dates and times volunteers were requested to read and talk with the students about trees and Arbor Day. Comms. Blaine and Duerr will volunteer.

ii. Arbor Day Updates

Ms. D'Argento reported pending items on the Arbor Day checklist have been completed; some items require completion the day of the event. The agenda for the event has been finalized and is basically the same as in the past.

Mr. Craft informed the Commissioners a tree will be planted at Davis Primary School at 9:00 a.m. on Arbor Day. The planting site has been identified and necessary arrangements have been made with the teachers/students, school maintenance personnel and Public Works staff.

Mr. Reineking reported Public Works received an offer from a marketing organization to participate in Arbor Day and promote the movie Guardians of the Galaxy Volume 2. After some discussion, the Commissioners and staff determined this offer would be declined as a movie promotion may not be appropriate for the City's Arbor Day celebration or for the ages of the elementary school students who will be present.

Some of the Commissioners may have artwork to display at Lincoln Park.

Chair. Grathoff provided an update on the St. Charles Rotary Club tree planting volunteers. There may be planting sites in the forest preserves where the volunteers can plant trees. Comm. Duerr will follow-up with Angelo Bravos of the Rotary Club.

The Commissioners and City staff thanked Comm. Otto for suggesting this year's Arbor Day theme: *Diversity in the Urban Forest.*

4. New Business

A. News and Concerns from Public Works

Mr. Reineking and Mr. Craft reported spring planting is underway; 170 trees of various species will be planted in the parkways.

Mr. Reineking reported the Urban Forestry Management Plan [Plan] was presented to the City's Government Services Committee [GSC] last month and was very well received. Members of the GSC wanted to know how the Plan would be made available to the community. Mr. Reineking will coordinate with the City's Communications Manager to publicize the Plan through the City's website, blog and via social media. Also, Graf Tree Care has been sharing the Plan with other municipalities. Chair. Grathoff and Comm. Myers noted members of the GSC had a lot of good questions and were very positive about the Plan. Chair. Grathoff thanked everyone who worked on the Plan, and now that the Plan has been completed the Tree Commission can begin its transition to the Natural Resources Committee. Mr. Reineking stated the staff will be prepared to outline next steps at the May meeting.

Mr. Adesso informed the Commission there is a lot of energy behind the concept of natural resources and mentioned the interest in and wide support of America in Bloom. The concept of sustainable culture is a commonality among various committees within the City, and is of interest to City's elected officials.

B. News of Concerns from Tree Commission

Comm. Hauser provided additional information regarding the lawsuit filed against the City of Geneva which was previously discussed at the March Tree Commission meeting. The lawsuit was filed by an insurance company and involved a distressed tree that was apparently brought to Geneva's attention by a resident/the insured party. Geneva indicated the resident's request to remove the tree was never received. A limb from the tree fell causing a fire that cost the insurance company a significant amount to resolve. Geneva cited the Illinois Governmental Employees Tort Immunity Act [745 ILCS 10] which protects "local public entities and public employees from liability arising from the operation of government." The matter was settled and the lawsuit was dismissed with prejudice.

Mr. Reineking noted the Urban Forest Management Plan contains a risk assessment policy that is already in use. Within a three to four year period, 100% of the City's trees will have been assessed. Comm. Myers inquired as to how the City would handle changes in risk resulting from storms, for example. Mr. Reineking responded there is some reliance on residents to report storm damage. Mr. Craft explained City crews go out after storms to assess the City's trees for damage.

Chair. Grathoff requested an update regarding the City-owned property located in the Woods of Fox Glen/Outlot B. Mr. Adesso reported, as a result of the adjudication process, fines were levied against the individual involved. The fines amounted to thousands of dollars.

Comm. Duerr inquired about America in Bloom and the connection to the Natural Resources Committee. Comm. Otto explained there are environmental and sustainability components to America in Bloom's focus. America in Bloom competitors are evaluated on various criteria including urban forestry, environmental efforts and heritage preservation. Comm. Otto noted the City's participation in America in Bloom has led to environmental-related improvements such as installing recycling containers downtown and offering un-rented gardening plots for planting, for example.

Mr. Adesso added that the concepts of community involvement, volunteering and sustainability are promoted by America in Bloom. Through its involvement with America in Bloom, Public Works has opportunities to highlight some of its efforts in preserving and enhancing City-owned natural areas. During this year's America in Bloom event, Public Works will discuss a recently completed sustainability project involving an old eroded stormwater basin that was regraded and stabilized using all native plants. Mr. Adesso also described a proposed volunteer project with the Illinois Municipal Electric Agency [IMEA] in partnership with America in Bloom. The proposal is to distribute 5,000 LED lightbulbs in the community promoting the message of sustainability.

5. Committee Reports

A. Education Committee

None

B. Langum Park Clean-Up

Comm. Otto reported local high school students may participate during the 2017/2018 school year.

6. Communications - Approval of Public Services Division Tree Activity Reports January-February 2017

Motion by Comm. Blaine to approve the above-referenced reports and place into the public record, second by Comm. Hauser. Voice vote: unanimous; nays – none. Motion carried at 7:40 p.m.

Mr. Adesso noted the tree activity reports are approved and placed on record for the purpose of the City's Tree City USA certification.

7. Additional Items

A. Commissioners

Comm. Wilfong commented on a video she viewed regarding Cincinnati's EAB tree removals and the threat to Maple trees from Asian long-horn beetles. Comm. Duerr noted that approximately 15 years ago the City of Chicago clear-cut many trees in an effort to quarantine the Asian long-horn beetles.

Comm. Otto updated the Commissioners on the City's progress regarding an ordinance pertaining to honey bee-keeping as it relates to public safety. The ordinance will be passed at an upcoming City Council meeting.

Comm. Blaine informed the Commissioners the forest preserve is having its first Monarch and Milkweed Festival in June, which might be of interest to the Natural Resources Committee. Also there is a lot of participation in the Kane County Big Tree Program, and several champion trees are located in St. Charles.

B. City Staff

None

C. Visitors

None

9. Adjournment

Motion by Comm. Hauser to adjourn the meeting, second by Comm. Brens. Voice vote: unanimous; nays – none. Motion carried at 7:50 p.m.

**City of St. Charles
Ordinance No. 2017-M-**

**An Ordinance Amending Title 6 of the St. Charles Municipal Code, Entitled
“Animals”, Chapter 6.04 “Definitions” by adding Section 6.04.055
“Beekeeping” and Chapter 6.12 “Regulations”, by adding Section 6.12.085
“Beekeeping”**

WHEREAS, the City of St. Charles is a Home Rule Municipality duly organized and existing pursuant to the Illinois Constitution of 1970 and the Laws of the State of Illinois; and,

WHEREAS, the City Council of the City of St. Charles has found that honey bees can be maintained within populated areas in reasonable densities without causing a nuisance if the bees are properly located and carefully managed; and

WHEREAS, honey bees are a benefit to mankind by providing agriculture, fruit, garden pollination services and by furnishing honey, wax and other useful products; and

WHEREAS, passage of this Ordinance is in the best interest of the health, safety and welfare of the citizens of the City of St. Charles.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION ONE: That Title 6 “Animals”, Chapter 6.04 “Definitions” of the St. Charles Municipal Code, be and is hereby amended by adding Section 6.04.055 “Beekeeping” to read as follows:

“6.04.055 – Beekeeping: The maintenance of honeybee colonies, for any purpose including, but not limited to, the collection of honey and other products that hives produce or as a hobby.”

Section Two: That Title 6 “Animals”, Chapter 6.12 “Regulations”, of the St Charles Municipal Code by and is hereby amended by adding section 6.12.085 “Beekeeping” to read as follows:

DEFINITIONS: As used in this Section:

“Apiary” shall mean a place where bee colonies are kept.

“Bee” shall mean any stage of the common domestic honey bee.

**Ordinance No. 2017-M-
Page 2**

“Colony” shall mean a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.

“Hive” shall mean a structure intended for the housing of a bee colony.

Registration of Hives:

All Bee colonies must be registered with the state of Illinois Department of Agriculture.

All bee colonies must be kept in inspectable type hives with removable combs, which must be kept in sound and usable condition.

Fencing/Screening:

All hives shall be screened from neighboring properties by fencing or vegetation at a height no less than six (6) feet.

Signage:

Beekeepers shall conspicuously post a weatherproof sign at least ten (10) inches by one (1) foot on all lot lines facing abutting properties and on the Beehive or Apiary fence outside of the latched gate with the statement, “State Registered Beehive(s) on Property” or similar language that makes clear that bees are on the premises. The sign must be visible and easily read from outside the property.

Water:

Each beekeeper shall ensure that a convenient source of water within ten (10) feet of the Beehive is available at all times to the bees so that the bees will not congregate at swimming pools, bibcocks, pet water bowls, birdbaths or other water sources where they may cause human, bird, or domestic pet contact. The water shall be maintained so as not to become stagnant.

Maintenance:

Each beekeeper shall ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

Prohibited:

The keeping by any person of bee colonies in the City not in compliance with this Section is prohibited. Any bee colony not residing in a hive structure intended for beekeeping, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned, neglected, or mismanaged by the beekeeper, is unlawful.

**Ordinance No. 2017-M-
Page 3**

Size and Number of Hives:

Apiaries may consist of not more than two (2) hives on a property consisting of no more than six (6) boxes per hive.

Beehive Location:

Apiaries may only be located and maintained in residential districts with single family owner occupied residences occupied by the Beekeeper.

- (a) Apiaries shall be located only in a rear yard.
- (b) Apiaries shall be located at least twenty (20) feet from all side and rear property lines.
- (c) Apiaries and Beehives shall not be permitted on rooftops or balconies.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties,
Illinois this ____ day of _____, 2017.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties,
Illinois this ____ day of _____, 2017.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties,
Illinois this ____ day of _____, 2017.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

**City of St. Charles
Ordinance No. 2017-M-**

**An Ordinance Amending Title 9 of the St. Charles Municipal Code, Entitled
“Public Peace, Morals, and Welfare”, Chapter 9.45 “Nuisance Abatement” by
amending Section 9.45.020 “Definitions” by adding Item 21, Violation of
Beekeeping”**

WHEREAS, the City of St. Charles is a Home Rule Municipality duly organized and existing pursuant to the Illinois Constitution of 1970 and the Laws of the State of Illinois; and,

WHEREAS, the City Council of the City of St. Charles has found that honey bees can be maintained within populated areas in reasonable densities without causing a nuisance if the bees are properly located and carefully managed; and

WHEREAS, honey bees are a benefit to mankind by providing agriculture, fruit, garden pollination services and by furnishing honey, wax and other useful products; and

WHEREAS, passage of this Ordinance is in the best interest of the health, safety and welfare of the citizens of the City of St. Charles.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION ONE: That Title 9 “Public Peace, Morals, and Welfare, Chapter 9.45 Nuisance Abatement” of the St. Charles Municipal Code be and is hereby amended and Section 9.45.020 “Definitions” be and is hereby amended by adding Item 21 to read as follows:

#21 – Violations of Chapter 6.04 and Section 6.12.085 of this code relative to beekeeping.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2017.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2017.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois this ____ day of _____, 2017.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.a

Title:

Presentation of APPA Reliable Public Power Award – Information Only

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$NA

Budgeted Amount: \$0

Not Budgeted:

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

The RP3 of the American Public Power Association recognizes utilities that demonstrate high proficiency in reliability, safety, work force development, and system improvement. Criteria within each of the four RP3 areas are based upon sound business practices and recognized industry leading practices. With the help of IMEA, St. Charles submitted an application and has received Gold Recognition.

Attachments *(please list):*

* None

Recommendation/Suggested Action *(briefly explain):*

Information Only



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.b

Title:

Presentation of Red Gate Water Tower Steel Structure of the Year Award by CB&I – Information Only

Presenter:

Tim Wilson and the Chicago Bridge and Iron Team

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$NA

Budgeted Amount: \$0

Not Budgeted:

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

The new 1.5-million gallon Red Gate Water Tower at IL 25 and Red Gate Road that was completed in October 2016 has been named “Elevated Tank of the Year” by the Steel Plate Institute/Steel Plate Fabricator Association.

With help from their consulting engineer, the City selected all-welded steel construction over other materials for its winter weather durability and enhanced aesthetics.

According to the Steel Plate Institute Website, the tank “promotes and demonstrates the flexibility and aesthetics of steel designed structures that other materials just can’t deliver, and provides a tank the community certainly is proud of.”

The tank design, with nearly 1.5” thick steel, has to support 12,495,000 pounds of water when full.

The Water Tower is an important addition to St. Charles infrastructure as it provides additional water storage to allow for fire protection demands during peak water usage periods. It also is the only water tower on the east side of the river, so it balances out the water distribution system.

Attachments *(please list):*

* None

Recommendation/Suggested Action *(briefly explain):*

Information Only

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.c

Title:

Presentation of CMOM Public Communication Plan – Information Only

Presenter:

Tim Wilson & Jeff Freeman (EEI Engineering)

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$NA

Budgeted Amount: \$0

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

As part of future phases of the CMOM Plan, City staff, along with contractors and consultant engineers will have a large presence in the community. In an effort to maintain a high level of customer service to the community, Public Works wants to educate the public on what a CMOM program is, how the program is mandated by the EPA and how the city is working on improving the overall sewer system.

The engineering team and mutual departments within the City have come together to create a Public Communication Plan. Contained within the presentation is the proposed plan, and is an opportunity for City Council to add to the discussion.

Attachments *(please list):*

* None

Recommendation/Suggested Action *(briefly explain):*

Information Only



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.d

Title:

Recommendation to Award the Bid for Water and Wastewater Treatment Chemicals to Viking Chemical for a Two Year Period Beginning May 1, 2017 through April 30, 2019.

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$69,144

Budgeted Amount: \$110,000

Not Budgeted:

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

The City of St. Charles Water and Wastewater Utilities use a variety of treatment chemicals in their processes. In an effort to gain efficiency and better prices, we have combined the two Utility's treatment chemicals into a single provider.

The City received four bids for treatment chemicals on May 11. Viking Chemical was the low unit cost vendor. The bid awarded was based on the City's annual average chemical usage for all of our general treatment chemicals that are used in both Water and Waste Water. The reason for unit cost bidding is the City's treatment chemical usage will vary as much as 10% annually due to weather conditions.

Bid proposals also included an option for a second year contract. The option will be exercised at the sole discretion of the City and approval of the fiscal budget. The second year award will increase by \$355,600. The increase is due to the new Phosphorus Treatment Requirements whereby the EPA mandates that the City is required to have a back-up chemical called Ferric Chloride for Phosphorus removal.

Attachments *(please list):*

* Bid Tabulation * Viking Chemical Bid

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Award Water and wastewater treatment chemicals to Viking Chemical for a one year period beginning May 1, 2017 through April 30, 2018, and to authorize staff exercise the optional second year period beginning May1, 2018 through April 30, 2019 based on 2018-2019 budget approval and contractor performance.

Bid Tab for Environmental Services Treatment Chemicals

Bid Opening- 5/11/2018 2:00pm

Bidders -

Year 1 – 5/1/2017 – 4/30/2018

Chemical	Annual Average	Unit Cost		Product Total
Chlorine Gas	32,000	0.315	/lb.	10,080.00
Hydrofluosilicic Acid	23,000	0.26	/lb.	5,980.00
Sodium Hypochlorite	15,000	0.92	/gal.	13,800.00
Liquid Sodium Permanganate	32,000	0.89	/lb.	28,480.00
Liquid Manganese Sulfate	23,000	0.45	/lb.	10,350.00
Ferric Chloride				
Sulfur Dioxide	300	1.1	/lb.	330.00
Aqua Hawk 375 or Equal	40	3.1	/gal.	124.00
Year 1 - Total				\$ 69,144.00

Viking Chemical Company

Hawkins Inc.

Unit Cost		Product Total
0.41	/lb.	13,120.00
0.42	/lb.	9,660.00
1.14	/gal.	17,100.00
0.8	/lb.	25,600.00
0.45	/lb.	10,350.00
0.785	/lb.	235.50
9.67	/gal.	386.80
		\$ 76,452.30

Water Solutions Unlimited Inc.

Unit Cost		Product Total
0.64	/lb.	20,480.00
0.33	/lb.	7,590.00
1.45	/gal.	21,750.00
1.05	/lb.	33,600.00
1.2	/lb.	27,600.00
0.9	/lb.	270.00
40	/gal.	1,600.00
		\$ 112,890.00

Shannon Chemical Corporation

Unit Cost		Product Total
NB	/lb.	-
0.447	/lb.	10,281.00
NB	/gal.	-
0.974	/lb.	31,168.00
NB	/lb.	-
NB	/lb.	-
NB	/gal.	-
		\$ 41,449.00

Incomplete Bid

Year 2 – 5/1/2018 – 4/30/2019

Chemical	Annual Average	Unit Cost		Product Total
Chlorine Gas	32,000	0.315	/lb.	10,080.00
Hydrofluosilicic Acid	23,000	0.26	/lb.	5,980.00
Sodium Hypochlorite	15,000	0.92	/gal.	13,800.00
Liquid Sodium Permanganate	32,000	0.89	/lb.	28,480.00
Liquid Manganese Sulfate	23,000	0.45	/lb.	10,350.00
Ferric Chloride	280,000	1.27	/gal.	355,600.00
Sulfur Dioxide	300	1.1	/lb.	330.00
Aqua Hawk 375 or Equal	40	3.1	/gal.	124.00
Year 2 - Total				\$ 424,744.00

Viking Chemical Company

Hawkins Inc.

Unit Cost		Product Total
0.425	/lb.	13,600.00
0.435	/lb.	10,005.00
1.16	/gal.	17,400.00
0.8	/lb.	25,600.00
0.45	/lb.	10,350.00
1.24	/gal.	347,200.00
0.785	/lb.	235.50
9.67	/gal.	386.80
		\$ 424,777.30

Water Solutions Unlimited Inc.

Unit Cost		Product Total
0.65	/lb.	20800
0.34	/lb.	7820
1.48	/gal.	22200
1.08	/lb.	34560
1.23	/lb.	28290
NB	/gal.	0
0.92	/lb.	276
41	/gal.	1640
		\$ 115,586.00

Incomplete Bid

Shannon Chemical Corporation

Unit Cost		Product Total
NB	/lb.	0
0.447	/lb.	10281
NB	/gal.	0
0.974	/lb.	31168
NB	/lb.	0
NB	/gal.	0
NB	/lb.	0
NB	/gal.	0
		\$ 41,449.00

Incomplete Bid

Viking Chemical
Bid



ST. CHARLES
S I N C E 1 8 3 4

Environmental Services Treatment Chemicals

April, 2017

INVITATION TO BID
AND
SPECIFICATIONS
FOR

2017-19 Environmental Services Treatment Chemicals (Delivered)

CITY OF ST. CHARLES
ILLINOIS
2017

SPECIFICATION #170511

BID OPENING: May 11, 2017

CONTENTS

<u>SECTION</u>	<u>TITLE</u>
I.	NOTICE TO BIDDERS
II.	INFORMATION TO BIDDERS (INCLUDING CITY CERTIFICATE OF INSURANCE REQUIREMENTS)
III.	SPECIFICATIONS, & PROPOSAL FORMS

SPECIFICATION #170511 _____

BID OPENING : May 11, 2017

SECTION I
NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Inventory Control & Purchasing Manager, Two East Main Street, St. Charles, Illinois no later than 2:00 p.m., Thursday, May 11, 2017, for 2017-19 Environmental Services Treatment Chemicals (Delivered).

Bids will be opened publicly and read aloud in the Council Chambers at 2:00 p.m., Thursday, May 11, 2017.

Bids are available via the City Website. Alternatively, specifications and bidder information may be obtained at the Office of the Purchasing & Inventory Control Division Manager, City of St. Charles, 200 Devereaux Way, St. Charles, Illinois.

All sealed envelopes must be clearly marked for which proposal they pertain to.

CITY OF ST. CHARLES

Michael W. Shortall

Inventory Control & Purchasing Manager

MWS:cjb

SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding for sixty (60) calendar days following the date of the bid opening.**
- B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.
- C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning bidder to purchase items for the bid project, tax free. It is the intent that the contractor will include the savings into the bid or quote.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

- H. ~~Disregard, as delivery method is in Specification. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.~~
- I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED _____ NOT REQUIRED X _____

- L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED _____ NOT REQUIRED X _____

2. **MATERIALS:**

Only new, unused, first quality material and/or equipment shall be offered by the bidder.

3. **BID RESULTS:**

Bid results will be available on the City's website, www.stcharlesil.gov, once they are tabulated or approved. In the alternative, the bidder may supply a self-addressed, stamped envelope for obtaining bid results. **NO** bid results will be given by telephone.

4. **ADDENDUM**

Any interpretation of the specifications or other changes will be made available on the City's web page under the "Bid & Proposals" page. It is the responsibility of the bidder to check periodically with the web page on updates and addendums.

5. **BID DEPOSIT**

A 10% bid deposit (certified check, cashier's check, or bank draft) or bid bond **is** required to accompany this bid. Failure to do so will eliminate the bid.

REQUIRED _____ NOT REQUIRED X

6. **PERFORMANCE & PAYMENT BONDS**

A performance bond in the amount of 100% of the bid submitted **is** required within ten (10) calendar days of acceptance of the bidder's proposal by the City.

The performance bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance and payment bonds shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance and payment bonds shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED _____ NOT REQUIRED X

7. **GENERAL GUARANTY**

The bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

The bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City Finance Department Purchasing Office before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED X NOT REQUIRED _____

For this **specific** project, the City of St. Charles is requiring a liability umbrella of \$ 5,000,000 (aggregate for this project).

REQUIRED _____ NOT REQUIRED X

11. **CERTIFICATE OF COMPLIANCE**

All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

14. **EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS**

The successful bidder, within ten (10) business days after acceptance of the bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie bid arise between local OR non-local bidders.

18. **CERTIFICATE OF NON-DISQUALIFICATION**

All bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**
 All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.
20. **SURVIVAL**
 The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.
21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**
 All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).
22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**
 All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).
23. **WAIVERS OF MECHANICS LIEN**
- A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The City reserves the right to designate which entries involved in the work must submit waivers.
 4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.
- A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of values.

REQUIRED _____ NOT REQUIRED X _____



City of St. Charles Certificate of Insurance Requirements

Contractors shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

- (a) Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois
- (b) General Liability Insurance:
 - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 3) Contractual insurance – broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- (c) Automotive Liability Insurance:
 - 1) \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- (d) Umbrella liability \$5,000,000.



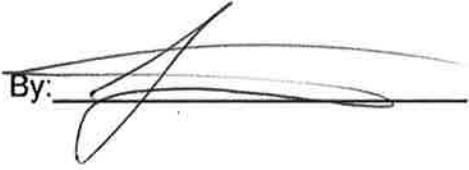
-
- (e) **Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.**

 - (f) **All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.**

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that VIKING CHEMICAL COMPANY (bidder) shall comply with all local, state and federal safety standards.

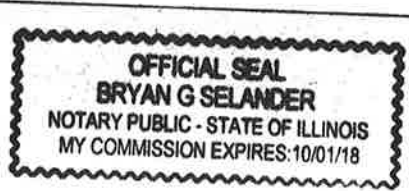
VIKING CHEMICAL COMPANY
Name of Bidder

By: 

State of Illinois,
ss.
County of Winnebago

Subscribed and sworn to
before me this 9th day
of May, 2017.


Notary Public





Illinois Department of Revenue
 Office of Local Government Services
 Sales Tax Exemption Section, 3-520
 101 W. Jefferson Street
 Springfield, IL 62702
 217 782-8881

January 2, 2015

CITY OF ST CHARLES
 DIRECTOR OF FINANCE
 TWO EAST MAIN ST
 ST CHARLES IL 60174

Effective January 1, 2016, we have renewed your governmental exemption from payment of the Retailers Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9996-0680-07
 to
 CITY OF ST CHARLES
 of
 ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
 Illinois Department of Revenue

Issued To: _____
 Company: _____
 Date Issued: _____
 Project: _____
 Dates Valid: _____


 Christopher A. Minick, Director of Finance

STS-70 (R-2/98)
 L-482-3524
 10-0001288

City of St. Charles
Environmental Services Division
Request for Bid: Treatment Chemicals

GENERAL:

The City of St. Charles is requesting invitation to bid on our water & wastewater treatment chemicals the duration of the 2017/2018 fiscal year, ending April 30, 2018. The City is also requesting rates for an optional second year (May 1, 2017 – April 30, 2018). This option will be exercised at the sole discretion of the City. All work will be contracted on a time and materials basis.

Bids for Treatment Chemicals, as described in the accompanying technical scope, shall be received before **2:00 p.m., Thursday, May 11, 2017**, at the City of St. Charles City Hall, 2 East Main Street, St. Charles, IL 60174, Council Chambers, and Attention: Purchasing Manager. Proposals will be read aloud at this time. Any proposal received subsequent to the time specified will be promptly returned to the Contractor unopened.

Bids shall be in a sealed envelope labeled with "Sealed Bid –Treatment Chemical Services."

Any questions shall be submitted to Tim Wilson via e-mail to the following e-mail addresses:
twilson@stcharlesil.gov

Upon receipt of questions prior to May 8, 2017, the Contractor shall receive a reply e-mail acknowledging the receipt of the question. Response to the question shall be as soon as practical. Should the question result in a clarification that requires addenda, such addenda will be issued via website update as soon as practical.

Questions submitted after 3:00 p.m., May 8, 2017, shall not be acknowledged or answered. Contractors shall take all necessary steps to propose questions prior to May 8. City reserves the right to extend the due date. Should an extension be necessary, communication of such shall be e-mailed to all registered Contractors.

Scope:

All chemicals are required to be suitable for the production of American Water Works Association (AWWA) water treatment standards. The request for proposal is seeking a single source supplier with the capability of supplying, and transporting all treatment chemicals.

Locations of delivery sites:

Well 3/4: 250 N. Riverside Ave

Well 7: 228 N. Randall Rd.

Well 8: 454 S. 37th Ave

Well 9: 5N.061 Rt. 25

Well 11: 2900 N. 5th Ave

Well 13: 2595 Oak St

Main WWTP: 200 Devereaux Way

Conditions

1. The City estimates of chemical usage are not to be construed as an annual guaranteed quantity and are to be used as a guideline only.
2. Contractor should have minimal five years' experience in providing drinking water and waste water treatment chemicals. The contractor is required to follow all OSHA, IDL, EPA and DOT chemical handling and transportation requirements.
3. The work schedule shall be coordinated by the City and the successful bidder. All work shall be completed and invoiced by April 30 of each contract year.
4. **Order Placement** - Orders may be placed with the vender (Monday – Friday) VIA email or a written fax. Venders shall arrange for immediate shipping upon receipt of order and confirm shipment time and date with the city within 24 hours of order placement.
5. **Delivery time**- The Deliveries may not start before 7:30 AM weekdays, and must be completed for the day by 2:30 PM weekdays. Additional hours must be approved 24-hours in advance to coordinate city staffing. Note that the contractor may be restricted with respect to work hours each day depending on special events in the area. Weekend hours must be approved by the City in advanced, and generally will not be permitted.
6. **Deliveries** – All Deliveries are free on board destination point. The destination point will be the city's bulk storage tank(s) or properly stored and secured in the City's chemical storage room. The contractor will be responsible for safe transportation and delivery of all orders. All deliveries are to be made within three (3) business days of the order placement or as extended by written approval of City Public Environmental Services Management. Delivery performance shall be subjected to state herein.
 - a. Ordering timeline: For an order placed prior to 9:00 A.M. on a given business day, that business day would be considered as the first calendar day of the three (3) business day delivery period. For an order placed after 9:00 am on a given business day, the business day following would be considered as the first calendar day of the three (3) day delivery period.
 - b. Liquidated Damages: If the vender is unable to make delivery within the authorized delivery time of three (3) business days the City shall assess and have the right to retain as liquidated damages, not as penalty, of 5 percent per day on the undelivered portion of the order. If after seven days assessment of liquidated damages claims, a vender has still failed to deliver as required, the City reserves the right to immediately, and without notice to vender, take action to remedy vender failure. This may include the termination of the order and purchase chemicals from other sources, or other action to ensure operational status.
 - c. Methods :
 - i. With the exception of liquid Ferric Chloride. The chemical supply company is required to utilize straight trucks (no semi-trucks) not to exceed 28' box length for the delivery of all chemicals.

- ii. All delivery trucks will be required to access on-site locations requiring skilled backing of trucks.
 - iii. With the exception of Ferric Chloride. All chemicals requested for pricing are to be delivered on one truck.
7. **Delivery Charges:** There shall be no additional costs charged to the City for multiple drop sites per chemical order by the supplier. There shall be no added charges for fuel used by the supplier.
 8. **Container Deposits:** There shall be no deposit charge levied on barrels, drums, containers or cylinders received and held by the City.
 9. **Receipt of order:** All signed receipts of order should be digitally collected and will need to be emailed to the Inventory Control within one (1) business day of order acceptance.
 10. **Safety Officer and Training:** The Contractor shall provide a Safety Officer contact for the City management to address any safety related concerns that arise on the job. The Safety Officer shall have the ability to respond and address the concern in a timely fashion.
 - a. The supplier shall have an emergency leak, spill response team available for the city.
 - b. The contractor shall supply the City with unit cost of annual onsite spill safety training. This training will cover a table top exercise with city staff onsite spill responses.
 - c. For all chemicals supplied the contractor is required to send updated MSDS and SDS sheets in GHS format to the city's inventory control division.

Technical Specifications & Requirement

Chlorine (CL²)

Container Type – 150 Lb. Cylinder
 Storage Available – 15–150 Lb. Cylinders at each location
 AWWA Standard – B301-10
 Pricing to be based Lb 100% of CL²
 Invoiced amount – Lbs. of actual chemical delivered
 See AWWA Standard

Hydrofluosilicic Acid- HFS (H₂SiF₆)

Container Type- Bulk
 Storage Connection- 1" Female Cam & Lock; Banjo Brand
 Storage Available – 1–550 Gal. & 3–250 Gal.
 AWWA Standard – B703-11
 Pricing to be based on 23% of H₂SiF₆
 Invoiced amount – Lbs. of actual chemical delivered
 See AWWA Standard

Sodium Hypochlorite (NaClO)

Container Type- Bulk
 Storage Connection- 1" Female Cam & Lock; Banjo Brand

Storage Available – 4- 400 Gal.
AWWA Standard – B300-10 & B301-10
Pricing to be based on 12.5% by weight (15% Trade Percent)
Invoiced amount – Lbs. of actual chemical
See AWWA Standard

Sodium Permanganate (NaM_nO₄)

Container Type- Bulk
Storage Connection- 1” Female Cam & Lock; Banjo Brand
Storage Available – 2–250 Gal. & 2-550 Gal.
AWWA Standard – B603 - 16
Pricing to be based on 15% by weight
Invoiced amount – Lbs. of actual chemical
See AWWA Standard

Manganese Sulfate (MnS)

Container Type- Bulk
Storage Connection- 1” Female Cam & Lock; Banjo Brand
Storage Available – 1- 250 Gal. & 1 -550 Gal.
AWWA Standard – CAS # 10034-96-5
Pricing to be based on 29.5-33 % by weight
Invoiced amount – Lbs. of actual chemical
See AWWA Standard

Ferric Chloride (FeCl₃)

NOTE: Supply will start after May 1, 2018; Product is not need until current WWTP construction is completed.

Container Type- Bulk
Storage Connection- 2” Female Cam & Lock; Banjo Brand
Storage Available – 2–6650 Gal
AWWA Standard – B407-12
Pricing to be based on 32 - 37% by weight
Invoiced amount – Lbs. of actual chemical
See AWWA Standard

Sulfur Dioxide SO₂

Container Type – 150 Lb. Cylinder
Storage Available – 15 – 150Lb Cylinder
AWWA Standard – B512-15
Pricing to be based Lb 100% of SO₂
Invoiced amount – Lbs. of actual chemical delivered
See AWWA Standard

Aqua Hawk 375 or Equal Sodium Permanganate NaMnO₄ Chemical Cleaner

Container Type- 5 gal Carboy
Invoiced amount – Gallons of Actual Chemical

Estimate of quantities per year:

Chlorine	32,000 Lbs.
Hydrofluosilicic Acid	23,000 Lbs.
Sodium Hypochlorite	15,000 gallons
Liquid Sodium Permanganate	32,000 Lbs.
Liquid Manganese Sulfate	23,000 Lbs.
Ferric Chloride	280,000 gallons – Expected start in Year 2
Sulfur Dioxide	600 Lbs.
Aqua Hawk 375 or Equal	40 gallons

Chemical Delivery Sites	Chlorine	Hydrofluosilicic Acid	Sodium Hypochlorite	Sodium Permanganate	Manganese Sulfate	Ferric Chloride	Sulfur Dioxide
Well 3/4: 250 N. Riverside Ave		X	X	X	X		
Well 7: 228 N. Randall Rd.	X	X		X			
Well 8: 454 S. 37th Ave	X			X	X		
Well 9: 5N.061 Rt. 25	X	X					
Well 11: 2900 N. 5th Ave	X	X					
Well 13: 2595 Oak St		X	X	X			
Main WWTP: 200 Devereaux Way	X					X	X

Pricing: The City is requesting suppliers to provide a unit cost for the following. The City reserves the right to add or delete from the contract as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The annual quantities listed are estimates only and may be altered.

Year 1 – 5/1/2017 – 4/30/2018			
Chemical	Annual Average	Unit Cost	Product Total
Chlorine Gas	32,000	.315 /lb.	10,080
Hydrofluosilicic Acid	23,000	.26 /lb.	5,980
Sodium Hypochlorite	15,000	.92 /gal.	13,800
Liquid Sodium Permanganate	32,000	.89 /lb.	28,480
Liquid Manganese Sulfate	23,000	.45 /lb.	10,350
Ferric Chloride			
Sulfur Dioxide	300	1.10 /lb.	330
Aqua Hawk 375 or Equal	40 Gal	3.10 /gal.	124
Year 1 - Total			69,144

Year 2 – 5/1/2018 – 4/30/2019			
Chemical	Annual Average	Unit Cost	Product Total
Chlorine Gas	32,000	.315 /lb.	10,080
Hydrofluosilicic Acid	23,000	.26 /lb.	5,980
Sodium Hypochlorite	15,000	.92 /gal.	13,800
Liquid Sodium Permanganate	32,000	.89 /lb.	28,480
Liquid Manganese Sulfate	23,000	.45 /lb.	10,350
Ferric Chloride	280,000	1.27 /gal.	355,600
Sulfur Dioxide	300	1.10 /lb.	330
Aqua Hawk 375 or Equal	40 Gal	3.10 /gal.	124
Year 2 – Total			424,744

ALL DELIVERIES WILL BE MADE WITHIN 1-3 DAYS
OF ORDER'S RECEIVED.

SAFETY CONTACT: GEZA EHRENTREU
V-P OPERATIONS



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.e

Title:

Recommendation to Approve Acceptance of Electric Easement at Fox Island Square (12 Indiana Street)

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$0

Budgeted Amount: \$0

Not Budgeted:

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

The Electric Utility recently modified the pole system that runs north from Indiana Street to Fox Island Square. The high voltage lines were relocated underground to relieve a badly leaning pole. Shodeen cooperated with the Electric Utility to provide an easement for the new underground lines.

Attachments *(please list):*

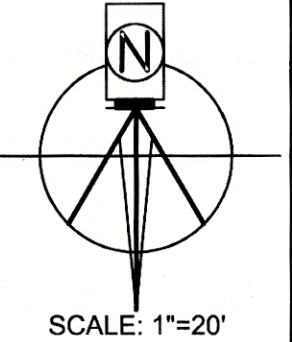
* Plat of Easement

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Authorize Mayor and City Clerk to Execute Electric Utility Easement at Fox Island Square (12 Indiana Street)

PLAT OF EASEMENT

D.F.L.S.
DALE FLOYD LAND SURVEYING L.L.C.
2600 KESLINGER ROAD SUITE A
GENEVA, ILLINOIS 60134
PHONE:630-232-7705 FAX:630-232-7725
E-MAIL: DFLS @SBCGLOBAL.NET



BY PARTNERSHIP
CITY OF ST. CHARLES, ILLINOIS
UTILITY EASEMENT

THIS INDENTURE, made in the City of St. Charles, State of Illinois, by and between
(hereinafter referred to as "PARTNERSHIP") and the CITY OF ST. CHARLES, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Kane and DuPage Counties, Illinois, (hereinafter referred to as "CITY").

WITNESSETH: That PARTNERSHIP in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to him by CITY, the receipt and sufficiency of which is hereby acknowledged does hereby grant and give unto the CITY a perpetual easement over, under and upon the following described real estate for the construction, reconstruction, restoration, maintenance, review, access and repair of public Electric Utility facilities including, but not limited to poles, communication equipment, cable television, service connections, and such appurtenances and additions thereto as said CITY may deem necessary, together with the right of access thereto for the necessary personnel and equipment to do any or all of the above work provided. The right is also hereby granted to said CITY to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said installations in, on, upon, across, under, or through said easement. The real estate described hereafter may be used by PARTNERSHIP for shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights.

THAT PART OF BLOCK 37 OF THE ORIGINAL TOWN OF ST. CHARLES ON THE WEST SIDE OF THE FOX RIVER AND THE NORTHERLY HALF OF VACATED INDIANA STREET: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 OF SAID ORIGINAL TOWN OF ST. CHARLES; THENCE N78°43'31"E ALONG THE SOUTH LINE OF BLOCK 37, 115.50 FEET TO THE WEST LINE OF A TRACT CONVEYED TO FOX ISLAND LIMITED PARTNERSHIP PER DOC#2005K014608, FOR THE POINT OF BEGINNING; THENCE S11°16'29"E, 19.00 FEET, THENCE N78°43'31"E, 5.00 FEET; THENCE N11°16'29"W PARALLEL WITH THE WEST LINE OF SAID TRACT CONVEYED TO FOX ISLAND LIMITED PARTNERSHIP, 110.35 FEET; THENCE N78°43'31"E, 17.50 FEET; THENCE N11°29'51"W, 12.00 FEET; THENCE S78°43'31"W, 14.90 FEET; THENCE N9°57'42"W 17.11 FEET THENCE N58°56'33" 3.84 FEET; THENCE S78°43'31"W TO AN EXTENSION TO THE NORTH, OF THE WEST LINE OF SAID TRACT CONVEYED TO FOX ISLAND LIMITED PARTNERSHIP, 7.66 FEET; THENCE S11°16'29"E ALONG SAID TRACT, 123.04 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

Property is commonly known as: 12 INDIANA STREET

That PARTNERSHIP hereby retains the right to enjoy said easement and right of way for its own purposes, provided that such purposes shall not interfere with the uses and right-of-way granted to the CITY herein. All construction by the CITY shall be done in a good, workmanlike manner, and the CITY also agrees that the premises will be left in a neat and presentable condition. WITNESS our hands and seals this 27th day of April, 2017.

NAME OF PARTNERSHIP Fox Island Limited Partnership

BY: Fox Island Limited Partnership

BY: Craig A. Shodeen, President

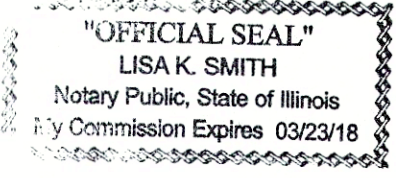
ATTEST: Beth C. Shodeen, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Craig A. Shodeen, President personally known to me to be the President of the Fox Island Limited Partnership Corporation, and Beth C. Shodeen, Secretary personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Trustees of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 27th day of April, 2017.

Notary Public signature and name: Lisa K. Smith



CONSENT OF MORTGAGEE

First State Bank, its successors and/or assigns does hereby consent to and approve of the within described utility easement and subordinates the following thereto: Mortgage dated December 16, 2016 and recorded December 19, 2016 as Document No. 2016K069736 made by Fox Island Limited Partnership to secure a note for \$2,816,000.00, this 3rd day of May, 2017.

BY: [Signature]
ATTEST: Kathy J. Hutchison

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public within and for said county certify that Ed Michels and Kathy J. Hutchison respectively, of First State Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing document, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their own free and voluntary act of the company, for the uses and purposes set forth.

Given under my hand and seal this 3rd day of May, 2017.

Notary Public signature and name: Lisa K. Smith



STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond Rogina personally known to me to be the Mayor of the City of St. Charles, a municipal corporation and Nancy Garrison personally known to me to be the City Clerk of the City of St. Charles, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk of said corporation they caused their signatures to be affixed thereto, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of St. Charles as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this ___ day of ___, 20__.

MAYOR

CITY CLERK

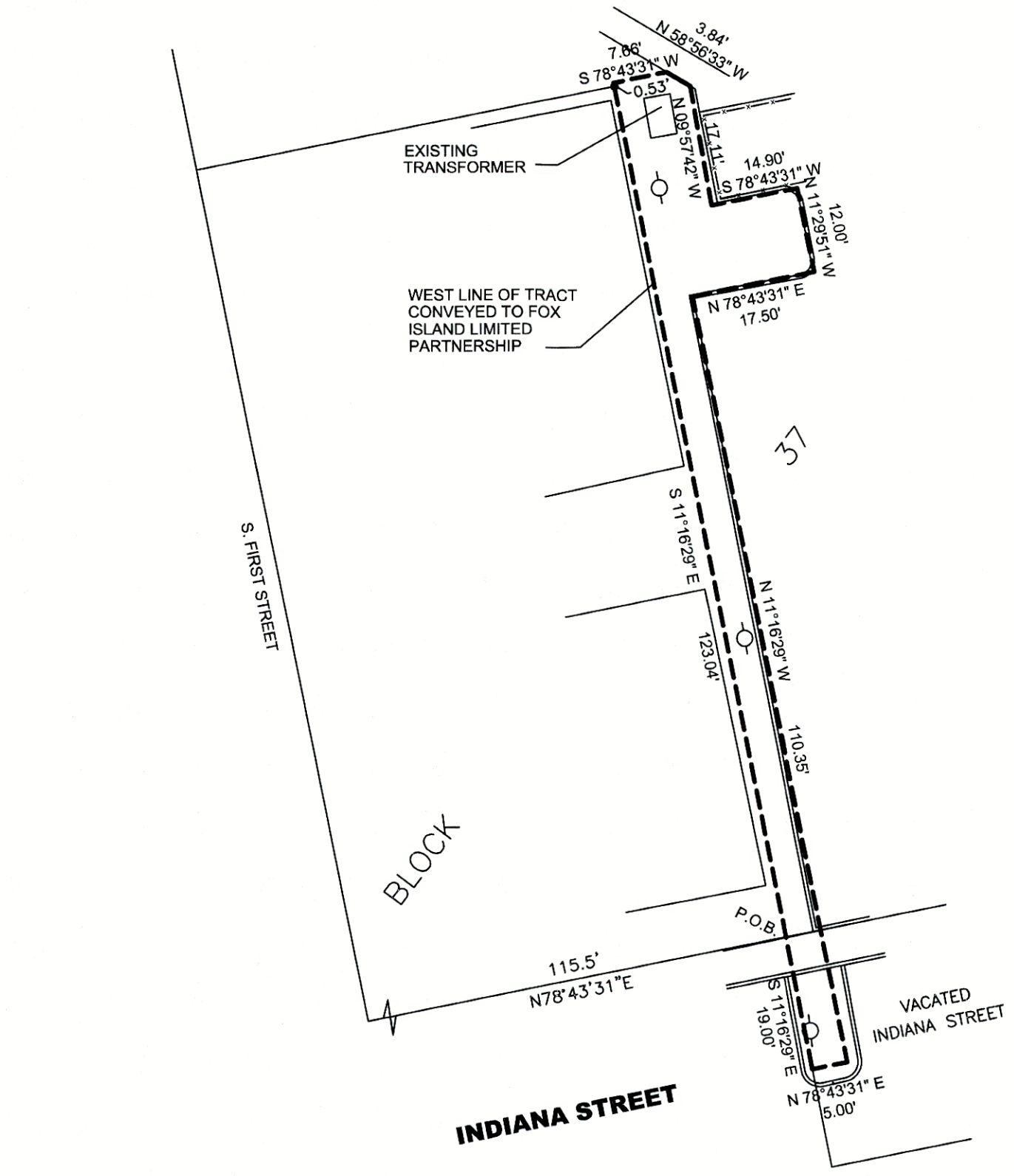
STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Raymond Rogina personally known to me to be the Mayor of the CITY OF ST. CHARLES, a municipal corporation

and Nancy Garrison the City Clerk be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Mayor and City Clerk of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Council of the City of St. Charles as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this ___ day of ___, 20__.

NOTARY PUBLIC



STATE OF ILLINOIS
COUNTY OF KANE
DALE FLOYD LAND SURVEYING L.L.C., A PROFESSIONAL DESIGN FIRM, LICENSE NO. 184-004129
DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED EASEMENT HAS BEEN SURVEYED IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GENEVA, ILLINOIS 11-21 A.D. 2017

Thomas Deak
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-003908



License expiration date 11-30-2018

FIELD WORK COMPLETED: 9-26-2016

PREPARED FOR CITY OF ST. CHARLES



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.f

Title: Recommendation to Approve Budget Addition to the Expense Budget in the Electric Utility to Offset New Business Projects

Presenter: Tom Bruhl

Meeting: Government Services Committee Date: May 22, 2017

Proposed Cost: \$525,000 Budgeted Amount: \$0 Not Budgeted:

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

The below list of new business projects require funding in the Electric Line expense budget to provide for material and contracting costs related to providing the new service. This addition will be offset by revenues from the developers at the time of building permit issuance. No Electric Utility field work will commence prior to permit issuance or payment from the developer.

- Anthem Heights - \$117,000
- Smithfield Meat Plant Addition - \$171,000
- Primrose School – Bricher Rd - \$24,000
- Ryder Truck – Tyler Rd - \$61,000
- Prairie Winds – Bricher behind Lowes - \$152,000

Attachments *(please list):*

* Budget Addition Form

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Process a Budget Addition to the Electric Line Budget in the amount of \$525,000 for Developer Reimbursable Work

BUDGET REVISION REQUEST FORM

Department: Electric

Date Requested: May 22, 2017

Purpose of Request/Comments (Attach additional pages if necessary)

Add funds to Electric Line Budget for material and contractor charges that the Electric Utility will expend to provide new services to new developments.
Developments include (Anthem Heights -\$117,000), (Smithfield Meat Addition - \$171,000), (Primrose School - \$24,000), (Ryder Truck - \$61,000), and (Prairie Winds - \$152,000).
Developers will reimburse 100% of these funds at the time of building permit issuance.

Equal Dollar Transfer

Amount _____

Account Numbers

<i>From</i>		<i>To</i>	
Accounting		Accounting	
Unit: _____	Account: _____	Unit: _____	Account: _____
Activity: _____		Activity: _____	

Addition (or Decrease) to Department Budget

Accounting
Unit: 200521 Account: 56205 Amount \$525,000

Activity: _____

Originator: T Bruhl May 22, 2017
Date

Department Head: _____
Date

Dir. Of Finance/Administration: _____
Date

For Finance Use Only

Revision entered and updated

_____ Date

By: _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.g

Title: Presentation of Solar Plant Status – Information only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$NA

Budgeted Amount: \$0

Not Budgeted:

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

The Illinois Municipal Electric Agency selected St. Charles to host one of two solar plant pilot projects. The solar plant will be co-located on the new Legacy Substation site. All contracts and approvals are completed. The wet spring weather has hampered the contractor's ability to get the site graded. The site will be producing electricity before the end of the year.

Attachments *(please list):*

* None

Recommendation/Suggested Action *(briefly explain):*

Information Only



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.h

Title:

Recommendation to approve Ordinance Updates to City of St. Charles Code 13.08 - Electricity

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$NA

Budgeted Amount: \$0

Not Budgeted:

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

City Code 13.08 – Electricity, requires a few housekeeping updates. The first is to update references to the proper national codes for consistency with Chapter 15.04 (Building). Additionally, removal of vague language with respect to liens for non-payment.

Attachments *(please list):*

* Ordinance revisions

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Ordinance revisions to City Code 13.08 – Electricity.

City of St. Charles, Illinois
Ordinance No. 2017-M- _____

**An Ordinance Amending Title 13 “Public Utilities”,
Chapter 13.08 “Electricity”, Section 13.08.050 “Equipment-Furnished and
maintained by customer”, Section 13.08.150 “General terms and conditions”,
and Section 13.08.200 “Lien – Claim by city – Notice to owner” of the St.
Charles Municipal Code**

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

SECTION ONE: That Title 13 “Public Utilities” Chapter 13.08 “Electricity” Section 13.08.050 “Equipment-Furnished and maintained by customer”, of the St. Charles Municipal Code, be and is hereby amended as follows:

All wiring and other electrical equipment on the premises, or connecting the premises with the city's service, furnished by the customers, shall be suitable for the purposes hereof, and shall be installed and maintained by the customer at all times in conformity with the requirements of the National Board of Fire Underwriters as stated in the ~~2008~~ 2014 edition of the National Electrical Code.

SECTION TWO: That Title 13 “Public Utilities” Chapter 13.08 “Electricity” Section 13.08.150 “General terms and conditions”, of the St. Charles Municipal Code, be and is hereby amended as follows:

A. CUSTOMER, as prescribed by the ~~2008—2014~~ edition NATIONAL ELECTRICAL CODE, ~~NFPA No. 70-2012~~ adopted by the National Fire Protection Association, the NATIONAL ELECTRICAL SAFETY CODE, ~~2002-2017~~ edition ~~ANSI~~ C2-~~2002-2017~~, RULES AND REGULATIONS of SCMEU, and directives of the Public Works Director or designee, shall furnish, install and maintain:

1. Foundation and pad for transformer(s)
2. Primary line conduit to the PRIMARY VOLTAGE POINT OF CONNECTION (PVPC)
3. Ground grid as required
4. Service Entrance
5. Secondary line conduit and secondary conductors
6. Vehicle barriers as required

SECTION THREE: That Title 13 “Public Utilities” Chapter 13.08 “Electricity” Section 13.08.200 “Lien- Claim by city- Notice to owner”, of the St. Charles Municipal Code, be and is hereby amended as follows:

- A. Charges for electricity shall be a lien upon the premises ~~as provided by statute~~. Whenever a bill for electric service remains unpaid ninety days after it has been

rendered, the clerk may file with the county recorder of deeds of Kane County, a statement of lien claims. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the city claims a lien for this amount as well as for all charges for electricity served subsequent to the period covered by the bill.

SECTION FOUR:

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

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2017.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2017.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2017.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.i

Title:

Presentation of LED Lightbulb Giveaway Program – Information Only

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$NA

Budgeted Amount: \$0

Not Budgeted:

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

The Illinois Municipal Electric Agency Energy Efficiency program has created an LED lightbulb giveaway to supplement the efforts that they have for commercial and industrial customers. The City of St. Charles has received approximately 4,300 lightbulbs to be distributed to our residential customers. We will have an “Energy Bike” set up in Utility Billing so that customers who come in to Utility Billing will be able to experience how much less energy an LED bulb uses vs. a traditional bulb.

Attachments *(please list):*

* None

Recommendation/Suggested Action *(briefly explain):*

Information Only



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.k

Title:

Recommendation to Award the Bid for Downtown Pest Control Services

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$43,010.00

Budgeted Amount: \$43,000

Not Budgeted:

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

The City utilizes a specialty pest control process to provide spider and nesting insect removal and deterrent services throughout public properties and bridges downtown. The process is somewhat of a hybrid between custodial services and pest removal, as cobwebs and nests are physically removed and then a natural deterrent material is hand applied to surfaces, spindles and rails.

Bids were solicited to perform such services at the three parking decks, City Hall, the Police Station, Fire Station 1/Century Station, the Illinois Street Bridge, the Prairie Street Bridge, the Main Street Bridge and the pedestrian (Piano Factory) bridge.

The City received one bid to perform these services from Earth Pest Control. Earth Pest Control has performed these services for the City in the past, along with several other Fox Valley communities. Their process has proven effective and they warrant their work throughout the year.

Attachments *(please list):*

* Earth Pest Control Bid * Pest Removal & Deterrent Services Bid Specifications

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Downtown Pest Control Services to Earth Pest Control in an amount not to exceed \$43,010.00.

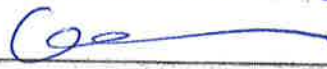
Insect/Pest Remediation & Deterrent Services Bid Sheet

Bid Opening: 2:00 PM on Thursday, April 20, 2017

Company: Earth Pest Control

Contact: Grace Budzynski - Kevin Floyd Contact Phone Number: 630-999-9060

Contact Email: earthpestcontrolservice@gmail.com

Signature of Authorized Agent: 

Bid

LOCATION	UNIT PRICE	NUMBER OF TREATMENTS	EXTENDED PRICE
Fire Station #1/ Century Station	\$ 4,000	1	\$ 4,000
Walnut Ave Parking Deck	\$ 3,055	2	\$ 5,510
Illinois Street Parking Deck - West (5 Floor)	\$ 3,600	2	\$ 7,200
Illinois Street Parking Deck - East (2 Floor)	\$ 2,500	2	\$ 5,000
Illinois Street Bridge	\$ 1,000	3	\$ 3,000
Prairie Street Bridge	\$ 600	3	\$ 1,800
Pedestrian (Piano Factory) Bridge	\$ 1,000	3	\$ 3,000
City Hall	\$ 1,500	3	\$ 4,500
Main Street Bridge	\$ 1,500	3	\$ 4,500
Police Department	\$ 1,500	3	\$ 4,500
TOTAL			\$ 43,010

INVITATION TO BID
Insect/Pest Removal & Deterrent Services

The City of St. Charles is accepting bids from qualified contractors to perform insect and pest removal and deterrent services on its outdoor public structures and facilities within the downtown area of the City of St. Charles.

LOCATION OF WORK:

The following areas have been identified for inclusion in this agreement:

1. Fire Department #1/Century Station
2. Walnut Avenue Parking Deck
3. Illinois Street Parking Deck - West (5 floor)
4. Illinois Street Parking Deck - East (2 floor)
5. Illinois Street Bridge
6. Prairie Street Bridge
7. Pedestrian (Piano Factory) Bridge
8. City Hall
9. Main Street Bridge
10. Police Department

WORKMANSHIP:

All work performed for the City shall meet the highest industry standard. Work shall be performed only by a qualified individual whose primary concern is the cleanliness of the City's downtown business district as it pertains to the elimination of nuisance insects and arachnids.

MAINTENANCE SCOPE:

Contractor shall treat surfaces up to three times per year as directed by the City. Treatment shall include cleaning surfaces including railings, benches, spindles, light poles, and the walls/structure of any covered walkway etc. and shall include the removal of cobwebs and nests. Contractor shall then apply an organic liquid treatment to prevent pests from returning to the site. The treatment shall be safe for use in pedestrian areas and safe for use adjacent to waterways, such as the Fox River. Contractor shall provide manufacturer verification of the safety of their product for use in these areas as well as MDS sheet for the product(s) to be used.

Between treatments, Contractor shall periodically inspect surfaces to determine the effectiveness of treatment application and re-apply treatment and/or remove cobwebs or nests as necessary. Any additional treatment between scheduled treatments shall be conducted at the Contractor's sole cost.

Treatment shall eliminate the webs and nests of spiders, wasps, mud dauber, and anything else that may be nesting on the premises, and shall deter such pests from establishing webs and nests between treatments.

TIME OF WORK:

Regular treatments shall be scheduled in the months of April, June and August. For locations designated with just one treatment, that work shall be completed in April. For locations designated with just two treatments, that work shall be completed in April and June.

Upon routine inspection by the Contractor or notification from the City, Contractor shall return intermittently to remove nests and webs and retreat surfaces.

NOTIFICATION, REPORTS & CERTIFICATION:

The Contractor shall notify the City of a scheduled maintenance visit 24-hours prior to arriving to perform the work.

After each visit, scheduled or emergency, Contractor shall provide a written report of the work completed. The report shall be emailed to the City representative.

NORMAL HOURS:

Work shall not begin before 7:00 AM and shall not extend past sunset.

PRICE:

The City is seeking a unit price per structure treated for all treatment locations specified.

Pest remediation is not a designation that is identified in the Illinois Prevailing Wage Act. As such, there is no applicable prevailing wage rate required for the scope of this work.

PAYMENT:

The contract price shall be divided into three (3) payments corresponding with the work actually performed. Contractor shall invoice the City after the completion of each treatment.

TERM:

The term of this agreement shall be for one (1) year. The contract shall commence May 1, 2017, and prices shall remain firm through April 30, 2018.

CONTACT

Quotations shall be submitted via email to Max Van de Mark, Public Works Division Manager, at mvandemark@stcharlesil.gov.

Insect/Pest Remediation & Deterrent Services Bid Sheet

Bid Opening: 2:00 PM on Friday, April 20, 2016

Company: _____

Contact: _____ Contact Phone Number: _____

Contact Email: _____

Signature of Authorized Agent: _____

Bid

LOCATION	UNIT PRICE	NUMBER OF TREATMENTS	EXTENDED PRICE
Fire Station #1/ Century Station	\$	1	\$
Walnut Ave Parking Deck	\$	2	\$
Illinois Street Parking Deck – West (5 Floor)	\$	2	\$
Illinois Street Parking Deck – East (2 Floor)	\$	2	\$
Illinois Street Bridge	\$	3	\$
Prairie Street Bridge	\$	3	\$
Pedestrian (Piano Factory) Bridge	\$	3	\$
City Hall	\$	3	\$
Main Street Bridge	\$	3	\$
Police Department	\$	3	\$
TOTAL			\$

CITY OF ST. CHARLES: PURCHASE ORDER GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Order of goods or services to which they are attached, except as specifically provided otherwise in the Order.

TAX EXEMPTION:

The City of St. Charles is tax exempt, ID # E9996-0680-07.

ACCEPTANCE OF ORDER:

The Order is the City's offer to purchase the described goods and/or services from Vendor. The City's placement of the Order is expressly conditioned on Vendor's acceptance of all terms and conditions stated herein.

AMENDMENTS:

These terms and conditions may be amended only in writing and signed by the City's authorized agent.

UNIFORM COMMERCIAL CODE:

All applicable portions of the Illinois Uniform Commercial Code govern orders with the City.

DELIVERY; TIME OF ESSENCE; CANCELLATION BY CITY:

All prices include shipping and delivery to the City unless specified otherwise. Time is of the essence on all matters related to the purchase. If work and/or deliveries are not completed at the time agreed, the City may cancel the purchase or purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor must advise the City in writing of the earliest possible shipping date.

RISK OF LOSS:

Vendor bears all risk of loss, injury, or destruction of goods ordered herein until acceptance by the City. No loss, injury, or destruction will release Vendor from any obligations hereunder.

INSPECTION:

Goods must be properly packaged, or work completed to the highest standard. Damaged final product will not be accepted. If damage is not readily apparent at the time of delivery, the goods will be returned and must be replaced, or work must be redone, at no cost to the City. Notwithstanding any conflicting provision, the City has the right to inspect the final deliverable for at least 14 days after delivery/completion.

PATENTS AND COPYRIGHTS:

If any good or service delivered to the City is protected by any patent or copyright, then Vendor must indemnify and save harmless the City against any and all suits, claims, judgments, and costs instituted or recovered against the City by any person or entity on account of the use or sale of such articles by the City in violation or right under the patent or copyright.

NON-WAIVER OF RIGHTS:

No failure of the City to exercise any power given to it hereunder or to insist on strict compliance by Vendor with its obligations hereunder, and no custom or practice of the City at variance with the terms hereof, and no payment made

constitutes a waiver of the City's right to demand exact compliance with the terms hereof.

MATERIAL SAFETY DATA SHEETS:

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communication Standard, must be provided by Vendor to the City at the time of purchase.

COMPLIANCE WITH LAWS:

Vendor, in fulfilling the order, must comply with all applicable provisions of the federal, State of Illinois, and local laws, regulations, rules, and orders.

LAWS GOVERNING:

The Order is governed by and construed according to the laws of the State of Illinois. Venue for any action related to the order will be in the Circuit Court.

PAYMENT; PAYMENT TERMS:

All invoices must be addressed to Accounts Payable, City of St. Charles, 2 E. Main Street, St. Charles, Illinois, 60174, as indicated on the front of the Order. Each invoice must include Vendor's name and telephone number, quantities, item descriptions, and units of measure. The City's payment will be due 30 days after delivery and acceptance.

WARRANTY:

Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the Order, including all drawings, specifications, and standards, and will be free of defects in materials, workmanship, and design. Vendor warrants the goods and services are suitable for and will perform in accordance with their intended purposes.

COMPLIANCE WITH LAWS:

Vendor must comply with all applicable laws, including without limitation the Illinois Human Rights Act and the Public Works Employment Discrimination Act.

It is an unlawful employment practice for Vendor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to her or his compensation, or the terms, conditions, or privileges of their employment, because of that individual's race, color, religion, sex, age, handicap, or national origin or (2) to limit, segregate, or classify Vendor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect her or his status as an employee, because of that individual's race, color, religion, sex, age, handicap, or national origin. Vendor must comply with all applicable civil rights laws.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.1

Title:

Recommendation to Award the Bid for the Lab Building Roof Rehabilitation

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$29,247.00

Budgeted Amount: \$50,000

Not Budgeted:

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

The shingled roof on the lab building at the east side wastewater treatment plant is original to the building, which was constructed in 1993. Over the last several years, the roof has been showing signs of advanced deterioration and is in need of rehabilitation to ensure the continued soundness of the structure.

The project consists of removing the existing asphalt shingles and any deteriorated plywood and replacing it with a 30-year architectural shingle.

The City received four bids for this work with Select Construction Group, LLC of Elgin, IL being the lowest responsive, responsible bidder. Select Construction has performed numerous shingle roof rehabilitation projects, and their references have provided favorable feedback.

Attachments *(please list):*

* Select Construction Bid * Lab Roof Rehab Bid Specifications * Bid Tabulation

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Lab Building Roof Rehabilitation to the lowest responsive, responsible bidder, Select Construction Group, LLC the amount of \$29,247.00.

Select Construction Group LLC

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60174

Bids Due: Monday, May 8, 2017, at 2:00 p.m.

Responder Information

Company Name: SELECT CONSTRUCTION GROUP, LLC Telephone: 224-227-6618
 Address: 361 RENNER DR Fax: _____
 City, State, Zip: ELGIN, IL, 60123 Email: JIM@SCGFIRM.COM
 Contact Person: JAMES KOPITKE

Bid Price: *Lab Building Roof Replacement*

**The pricing submitted for the below shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services, structural and civil engineering plans.*

Number	Item	Quantity	Measure	Unit Price	Extension
1.00	Roof Replacement	1	EA	\$ 28,347.00	\$ 28,347.00
2.00	Roof Sheathing Replacement	10*	EA (4x8)	\$ 90.00	\$ 900.00
TOTAL					\$ 29,247.00

**Roof sheathing shall be replaced as needed. The quantity identified is an estimate only for bid award consideration and shall in no way represent a guaranteed minimum or maximum quantity.*

Anticipated number of days to complete all work form notice to proceed: 15 Days

List any and all deviations from minimum specifications:

City of St. Charles
Lab Building Roof Replacement

PART 1 GENERAL

1.1 PROJECT DESCRIPTION

- A. The Lab Building is located in the Public Works Complex at 200 Devereaux Way. This project consists of complete shingle/underlayment tear off and sheathing, drip edge, water shield repairs as needed to provide a weather-tight roof.
- B. An optional Pre-Bid Meeting shall take place on Friday April 28th 2017 at 1:00 pm to give bidders an opportunity to review the site, access, and dimensions of the roof. Pre bid meeting will occur at the Public Works Complex, 1405 South 7th Avenue in St. Charles, IL 60174. Contact Max Van De Mark at 630-443-3684 or mvandemark@stcharlesil.gov
- C. Bids will be opened on Monday May 8, 2017 at 2:00 PM at the City Council Chambers, located at 2 E. Main Street, St. Charles, IL 60174.

1.2 SUBMITTALS

- A. Submittals will be required for the following:
 - 1. Roof Sheathing
 - 2. Underlayment
 - 3. Shingles
 - 4. Drip Edge
 - 5. Ice/Water Shield
 - 6. Caulking
 - 7. Roofing Adhesive/Tar

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

1.4 PRE-INSTALLATION CONFERENCE/MEETING

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

1.6 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed limited labor and materials warranty for a period not less than 10 years, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.

PART 2 PRODUCTS

2.1 DESCRIPTION

Contractor shall supply all labor, equipment and materials to remove the existing shingle roof materials and install the following:

- A. Thirty year architectural asphalt shingle of similar color to existing. (Style should be comparable to the Tamko Heritage style shingle.)
- B. Roof felt underlayment of 15 lb density.
- C. Roof sheathing (oriented strand board) as needed to replace damaged or water logged pieces.
- D. All necessary flashing and ice/water shield to properly seal around penetrations, windows and dormers.
- E. Gutter replacement with oversized gutters, downspouts and gutter guards installed.

PART 3 EXECUTION

3.1 EXAMINATION

- A. The existing roof is approximately 3,500 square feet. This figure is an estimate. Potential bidders shall visit the site to field verify the site, measurements, layout, access, etc. before submitting a bid.

3.2 INSTALLATION

- A. Demolition and New Roof Install:
 - 1. Contractor will be responsible for all permitting documentation, fees and inspection coordination with the City's building department. All local building department fees will be waived as part of this project.
 - 2. Contractor shall provide the proper dumpster and maintain good housekeeping during the demolition phase and for the duration of the project.
 - 3. The building is going to be in-use during the project thus proper actions shall be taken to minimize disruptions.
 - 4. Working hours are limited to 7:00am to 4:30pm Monday through Friday, and weekends as necessary and with the proper approval.

3.3 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

3.4 FIELD QUALITY CONTROL

- A. The City's project liaison will make periodic site visits during the project.

3.5 FINAL INSPECTION

- A. At completion of roofing installation and associated work, the project will undergo a final walkthrough and any items needing attention will be addressed before closeout.

3.6 PROTECTION

- A. Any openings in the building that would allow weather in shall be protected during construction until the new roof is in place.

3.7 SCHEDULES

- A. Notice to proceed will be May 15th, 2017.
- B. Substantial completion for the project will be July 21st, 2017

END OF SECTION

Lab Building Roof Rehabilitation Bid Award

GSC: 5/22/2017

Company	Bid
Select Construction Group, LLC Elgin, IL	\$ 29,247.00
Malcor Roofing of Illinois, Inc. St. Charles, IL	\$ 48,250.00
Anthony Roofing Aurora, IL	\$ 48,620.00
Filotto Construction Crest Hill, IL	\$ 59,480.00
Seal Tight Exteriors, Inc. Steger, IL	No Bid



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.m

Title:

Recommendation to Award the Bid for the FY17/18 Sidewalk Lifting Program

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$35,000.00

Budgeted Amount: \$35,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The City's sidewalk maintenance program consists of a three-pronged approach.

1. Raised sidewalks, which are most prevalent due to tree root issues, are ground to return the sidewalk to a level surface. This work is generally performed within established zones each year, as well as on an as-needed basis as conditions warrant.
2. Sunken sidewalks are lifted to meet the continuous grade.
3. Sidewalks that are significantly cracked or irreparably raised or sunken are removed and replaced.

Sidewalk lifting at the municipal level is a specialty field. While there are many companies that perform this work, there are not many that perform sidewalk lifting as a primary function of their business, and even fewer that use concrete slurry to raise the sidewalk squares.

The City recently received three qualified bids to perform this work for the FY17/18 program year. B&B Concrete Lifting and J&F Concrete Lifting each submitted the lowest qualified rates for the work. B&B Concrete Lifting is a St. Charles based company who performed this work for the City throughout last year's program. They have proven to be a responsive, reliable contractor for the City.

Attachments (please list):


* B&B Concrete Lifting Bid * Concrete Lifting Scope of Services * Bid Tabulation

Recommendation/Suggested Action (briefly explain):

Recommendation to award the bid for Sidewalk Lifting services to B&B Concrete Lifting at a rate of \$2.00 per square foot of sidewalk lifted, in the amount not to exceed \$35,000.00.

City of St. Charles 2017 Concrete Lifting Program

Bids will be accepted until 2:00 PM on Monday, April 10, 2017.

Company: B&B Concrete Lifting, Inc.
 Company Address: PO Box 3516 St Charles IL 60174
 Contact: T.J. WEINRICH Contact Phone Number: 224-629-6591
 Contact Email: tjweinrich@gmail.com
 Signature of Authorized Agent: 

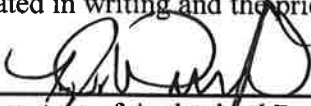
BID

Item	Bid Price
Concrete Lifting Services	\$ <u>2.00</u> /sq. foot

List any and all deviations from minimum specifications:

NONE

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

Thomas J. WEINRICH PRESIDENT
 Name of Authorized Representative Title
B & B Concrete Lifting, Inc.
 Company Name
PO Box 3516
 Street Address
St. Charles IL 60174
 City State Zip Code
224-629-6591
 (Area Code) Phone Number

INVITATION TO BID

2017 CONCRETE LIFTING PROGRAM

Overview

The City of St. Charles is accepting sealed bids for the provision of concrete lifting services to be performed on City sidewalks.

Bids will be accepted until Monday, April 10, 2017 at 2:00 PM.

Description

This work consists of the furnishing all labor, equipment, tools, and materials associated with boring, drilling, saw-cutting, pumping cementitious grout slurry for the purposes of raising existing concrete slabs (sidewalk or aprons) to their original lines and grade, or filling the void between the bottom of the existing concrete slab and the subgrade.

Materials

Fill material shall consist of sand and ground clay (both able to pass a #4 sieve) and portland cement slurry. The slurry material shall be flowable at the time of application, but completely harden once in place. No permanently flowable fill material will be accepted. Slurry material shall be mixed with potable water to a range of 3-6 inch slump and shall be a minimum of 500 PSI mix design. Material shall be applied in a timely fashion once mixed and may not be re-tempered.

All holes drilled for injection shall be repaired with an aggregate mixture to match the existing concrete surface. Holes will be patched utilizing a mixture of Portland Cement and masons sand in a 2 to 1 proportion.

All material and equipment shall be mobile and not stored in the public right of way.

Construction Requirements

The contractor shall drill holes of between 1" and 2" diameter. The holes shall be spaced at a minimum necessary to assure complete communication of slurry between the holes. The Contractor shall exercise caution to prevent cracking of the concrete slab.

Concrete slabs shall be raised to the adjacent slab elevations or as directed by the City. If required saw cuts shall be made at joints to allow free movement of the work. Saw cutting is incidental to the unit price of the concrete raising.

Holes shall be patched after cleaning the holes to full depth of the slab.

All work areas shall be cleaned on a daily basis.

Method of Measurement

Concrete lifting shall be measured on the surface of the completed in place to the neat dimensions and the quantity computed for payment per square foot. Concrete damaged or raised by the Contractor beyond the approved limits shall not be measured for payment.

Location and Duration of Work

Work for this contract shall take place throughout the corporate limits of the City of St. Charles. Work will be compiled by the Public Works Department and grouped by geographic location.

Work will begin at a time mutually agreed upon by the City and the Contractor. Once the contractor receives the list and begins work, work shall be continuous until the list is complete. As the year progresses, the City may compile several lists (up to four) that the contractor will be required to execute. Any costs incurred for mobilization are considered incidental to this contract.

This contract may be terminated at any time for any reason by the City. Work will generally cease when all identified locations for concrete lifting have been addressed by the contractor, or when the City's allocated funds have been expended.

Basis of Payment

This work shall be paid for at the contract unit price per Square Foot of concrete lifted. (The City anticipates approximately 8,000 – 12,000 square feet of concrete sidewalk to be lifted. This figure is a reference for bidders and is in no way a guaranteed minimum or maximum for this contract.)

Term of Contract

Prices shall remain fixed for a period of one-year, beginning May 1, 2017 and concluding April 30, 2018.

Compliance with Laws

The successful bidder must comply with all applicable laws, including without limitation the Illinois Human Rights Act, the Public Works Employment Discrimination Act, and the Illinois Prevailing Wage Act. Contractor's certified payroll is required to be submitted with all pay requests/invoices.

Questions may be submitted to Tony Bellafiore, Public Works Division Manager no later than Wednesday, April 5, 2017 at tbellafiore@stcharlesil.gov.

City of St. Charles 2017 Concrete Lifting Program

Bids will be accepted until 2:00 PM on Monday, April 10, 2017.

Company: _____

Company Address: _____

Contact: _____ Contact Phone Number: _____

Contact Email: _____

Signature of Authorized Agent: _____

BID

Item	Bid Price
Concrete Lifting Services	\$ /sq. foot

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

Sidewalk Lifting Bid Award
GSC: 5/22/2017

Company	Price per Square Foot	
B&B Concrete Lifting, Inc St. Charles, IL	\$	2.00
J&F Concrete Lifting Aurora, IL	\$	2.00
Raise Rite Concrete Lifting Carol Stream, IL	\$	2.60

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.n

Title:

Recommendation to Approve a Purchase Order for Concrete Materials

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$60,280.00

Budgeted Amount: \$60,280.00

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

For the past several years, concrete material providers have not responded to the City's invitations to bid on their materials, and have instead referred staff to their standard price lists. This practice was employed again for the FY18 program year.

The City received no responses to its bid for concrete materials. Pricing quotes were directly requested again from the three vendors known to be able to provide these materials to the City. Staff received two responses to this solicitation and one "no" bid.

VCNA Prairie LLC submitted the lowest unit prices per yard for 6 bag mix as well as the standard IDOT mixes. Prairie's materials will be coming from their Batavia location, which will be ideal for setup times and multiple pours from one load.

Attachments *(please list):*

* Prairie & Ozinga Price Sheets * Price Tabulation * Bid Waiver

Recommendation/Suggested Action *(briefly explain):*

Recommendation to authorize a Purchase Order with VCNA Prairie LLC for concrete materials in the submitted unit rates, not to exceed the budgeted amount of \$60,280.00.

QUOTATION

CONCRETE QUOTATION - Page 2



QUOTED: **May 4, 2017**
 REVISED: **May 4, 2017**
 REV#: **0**
 QUOTE EXPIRATION: **June 3, 2017**
 SALES REP: **Joe Nicklaus - Cell: (708) 546-9014**

PRAIRIE
VCNA Prairie LLC
 7601 W 79th St, PO Box 1123, Bridgeview, IL 60455
 Office: 708-458-0400 Dispatch: 800-649-3690
<http://www.prairie.com/>

COMPANY INFORMATION

COMPANY NAME:	City of St Charles	ATTENTION:	Tony Bellafiore
ADDRESS:	2 EAST MAIN STREET , ST CHARLES , IL	PHONE:	(630) 762-7071
EMAIL:		FAX:	

PROJECT INFORMATION

PROJECT NAME:		Project Information must be complete at delivery
ADDRESS:		

OTHER ITEMS	PRODUCT DESCRIPTION	PRICE	UOM
8431	Fibermax Fibrillated Fibers (1.5 lb bag)	\$8.00	PER YARD
8432	Fibermax Mono Fibers	\$6.50	PER YARD
8681	Superplasticizer (on mixes under 6000 psi; call for higher strength mixes)	\$10.00	PER YARD
8501	Non Chloride Accel 1.0%	\$8.75	PER YARD
8504	Non Chloride Accel 2.0%	\$17.50	PER YARD
8506	Non Chloride Accel 3.0%	\$26.25	PER YARD
8378	Calcium Chloride Accel 1.0%	\$2.75	PER YARD
8385	Calcium Chloride Accel 2.0%	\$5.50	PER YARD
8633	Retarder	\$4.30	PER YARD
Environmental Fee		\$3.00	PER YARD
Summer Service	When conditions require artificial cooling	\$25.00	PER YARD
Winter Service	Effective November 1 through March 31	\$10.00	PER YARD
Saturday Delivery	Effective all day Saturday (Subject to plant opening)	\$10.00	PER YARD
Minimum Load Fee	Under 8 yd3-\$ 20; Under 7 yd3-\$30; Under 6 yd3-\$40; Under 5 yd3-\$80; Under 4 yd3-\$120; Under 3 yd3-\$160; Under 2 yd3-\$200		
Fuel Surcharge		\$0.00	PER LOAD
Wait Time	Unloading time of sixty (60) mins per load at no additional charge. Additional unloading time charge	\$2.00	PER MINUTE
Dump & Disposal	Returned concrete greater than or equal to one (1) yard	\$230.00	PER LOAD
Clean Up Charge	Color Wash or other excess cleaning, including washing customer's equipment	\$100.00	PER LOAD
Extra Stop/ Diversion	Truck taken to multiple locations or load diverted to another location after loading	\$50.00	PER LOAD
Cancellation Fee	Cancellation of SHIP REGARDLESS or CONFIRMED order scheduled up to 9:30am. Up to 100 yd3: \$500. Over 100 yd3: \$500 + \$4/yd3 for each yd3 over 100yd3.		
Overtime Delivery (M-F)	Truck loaded outside hours of 5am - 4pm	\$10.00	PER YARD
Overtime Plant (per Order)	- 4 hour minimum when plant not otherwise operating	\$500.00	PER HOUR
Early (Mon - Sat*)	One hour before first truck due on job until 6am		
Late (Mon-Fri)	5pm until one hour after last truck empty.		
Late (Saturday*)	1pm until one hour after last truck empty		

* Note that all Saturday orders less than 100 yards are subject to plant time charges for the entire duration of the pour.
For Sunday and Holiday overtime pricing, please contact your Sales Representative.

This is a quotation on the goods named, subject to the conditions noted below:

- Not binding on Prairie unless accepted in writing within 30 days of issue, and is subject to withdrawal prior to acceptance. Prairie reserves the right to revoke this Quotation at any time up to 10 days following Buyer's acceptance.
- The pricing contained herein shall be valid until quote expiration date shown above, should you need pricing beyond date of expiration, please contact our Sales Department for further assistance.
- Terms and Conditions contained on page 3 are an integral part of this quotation.
- If you are tax-exempt you must present your tax exemption certificate before the order is shipped. Quoted prices DO NOT include tax.
- Early strength mix design performance is contingent upon a minimum sustained ambient temperature of 70 degrees.
- Prairie does its utmost to deliver materials according to the customer's requested schedule, but at times delays may occur. Prairie will not accept back charges for service issues.

To accept this quotation, sign here and return: _____ Print Name: _____

THANK YOU FOR YOUR BUSINESS!

TERMS AND CONDITIONS

Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller goods and materials, subject to all terms, conditions and provisions as set forth below or herein (hereinafter "Terms and Conditions").

1. **Advance Credit.** Seller agrees to advance credit to the Buyer by permitting the Buyer to purchase goods and materials from the Seller on an open account; provided, however, that the Seller has the absolute right to refuse Buyer any credit or additional credit at any time and retains the right to deny said credit to the Buyer based on the Seller's credit and underwriting requirements, conditions and criteria. Seller shall retain the sole and exclusive right to increase, decrease or refuse to provide credit at anytime and without notice. The acceptance or approval of this Credit Application and Sale Agreement creates no obligation on the part of Seller to sell product or extend credit to the Buyer.
2. **Governing Conditions of Sale.** All sales of goods, materials and services by the Seller are subject to these Terms and Conditions. No changes, modification or alteration of the Terms and Conditions will be effective against Seller, unless the same are in writing and signed by a duly authorized officer of the Seller. Buyer's acceptance of delivery of all part of the goods and materials to be furnished hereunder shall constitute Buyer's acceptance of the Terms and Conditions herein. To the extent any terms, conditions and provisions contained in Buyer's purchase documents, purchase orders, invoices, work orders or other writings conflict with or limit the Terms and Conditions contained herein, same shall be null and void and these Terms and Conditions shall control.
3. **Acceptance of Goods and Materials.** Acceptance of delivery of the goods and materials constitutes acknowledgment by the Buyer of its acceptance of the same. Prices quoted to the Buyer do not include cost of inspection, tests or bond. Any and all testing of goods and/or materials to be performed prior to Buyer's acceptance of the goods and/or materials and which testing is to be performed by the Buyer or Buyer's agents or at Buyer's request, must be approved in writing by the Seller prior to shipment.
4. **Warranty.** Seller warrants that the goods and materials shall conform to the description in the Delivery Ticket issued by the Seller at the time the goods and materials leave the Seller's facilities. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY IS THE REFUND OF THE PURCHASE PRICE PAID AND IS TO THE EXCLUSION OF ALL OTHER REMEDIES INCLUDING WITHOUT LIMITATION THE RECOVERY OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The remedy set forth herein is the sole and exclusive remedy and the Buyer shall have no other rights or remedies other than as set forth herein. Additionally, Seller makes no Warranties other than as set forth herein, whether expressed or implied, and shall have no responsibility whatsoever once admixtures, water or other materials are added to the goods and/or materials at the time of delivery, whether the admixtures, water or other materials are added by the Buyer or the Seller at the Buyer's request. Any Warranties that might otherwise exist shall be deemed null and void and of no further force or effect if the goods and/or materials are not received, handled, placed, furnished and or cured in accordance with applicable ACI, ASTM or specific project guidelines by certified personnel. The Buyer hereby agrees not to return to the Seller any goods and materials for the Seller's account without specific written authorization from the Seller. Buyer further agrees not to withhold any payments due, notwithstanding a pending adjustment may be necessary with respect to a claim.
5. **Charges.** Buyer shall be liable for and shall promptly pay when due, all charges set forth herein, including but not limited to, the price of goods and materials, taxes, delivery, pick-up and other charges in accordance with these Terms and Conditions. Unless otherwise agreed in writing, payment terms are Net 10 days, no retainage. Invoices and payment will be for the actual quantities at the quoted prices based on Delivery Tickets provided by the Seller. An environmental fee for concrete may be assessed per yard. The Buyer shall be responsible to pay for any goods and materials ordered and which the Buyer does not take delivery of, unless a written cancellation prior to the time that the Seller has commenced the production of the goods and materials is received by Seller. All payments due hereunder and not made in a timely manner in accordance with the terms set forth herein, shall accrue interest thereon at the rate of 1.5% per month or the maximum permitted by law. Time is of the essence with regard to payments due hereunder. Any check tendered with an endorsement purporting to be an accord and satisfaction or a partial or full release of limitation of Seller's rights or remedies shall be without effect. All sums due and payable hereunder shall be paid at any of Seller's locations.
6. **Delivery of Goods and Materials.** Buyer shall provide a minimum twenty-four (24) hours advance notice for delivery. Buyer shall schedule pours at least twenty-four (24) hours in advance stating a specific start time and a specific pour rate. Seller shall have no responsibility for goods lost due to Buyer's failure to maintain the scheduled delivery time and the curb line or enter upon public or private property, or to make delivery at a specific delivery site. The Buyer shall be responsible to provide safe and adequate access. Buyer shall be responsible for any and all costs and/or damages that may be incurred with regard to such a delivery. The Seller and Buyer further agree that (a) the Seller reserves the right to determine whether the delivery site is suitable for such a delivery and the Seller may refuse delivery to such a site, and its sole and absolute discretion; (b) Buyer shall provide reasonable facilities to allow Seller to clean delivery vehicles to avoid tracking mud, dirt, rocks, and debris onto public roads; (c) at the time of delivery, Buyer shall provide duly authorized personnel to execute a delivery ticket, and Buyer's failure or refusal to do so shall be deemed agreement with all matters set forth in the relevant delivery ticket furnished by Seller, including without limitation the price, quantity, and quality of the materials and/or goods being delivered; and (d) where Buyer requests delivery of goods and materials to an unattended site, the Seller will not be liable for any loss or damage to such goods and materials so delivered.
7. **Concrete prices are based on full legal loads of the truck making delivery, except one load of smaller quantity when required to finish a day's pour on continuous pours exceeding a full legal load. Due to mixing limitations, deliveries will not be made for less than 2 cubic yards. Concrete loads of less than a full legal load and aggregate and sand loads less than truckload quantities may be subject to standard short load fees. (MATERIAL ORDERED IN EXCESS OF REQUIREMENTS AND RETURNED WILL BE CHARGED AT SELLERS CURRENT PROCESSING CHARGE).**
8. **Guaranteed strength concrete is designated to attain the specific compressive strength per square inch at 28 days, using a water cement ratio to produce a slump not to exceed 5" when tested in accordance with rules of A.S.T.M. Where the Buyer requires concrete at greater slump, a charge will be made to cover the cost of additional cement required.**
9. **If at any time water or other material is added to the concrete by Buyer or at his request, the Seller is no longer responsible for either the slump or the strength of the concrete so treated.**
10. **A maximum time per load is allowed for the delivery of each load of material. If trucks are held beyond this period, the excess will be charged to the Buyer at the Seller's current hourly rate for the particular equipment.**
11. **Default.** Buyer shall be in default hereunder if: (a) Buyer fails to pay when due any amounts due under the Terms and Conditions; (b) Buyer shall fail to perform or observe any covenant, condition or agreement to be performed or observed under the Terms and Conditions; (c) Buyer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or elsewhere for liquidation, dissolution, readjustment, composition or reorganization, is adjudicated a bankrupt or insolvent, or files an answer admitting the material allegations of a petition filed against it and any such proceeding, consents to or acquiesces in the appointment of the trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, of if it, or its shareholders shall take any action looking to its dissolution or liquidation; or (d) within sixty (60) days after the commencement of any involuntary proceedings against Buyer seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief, such proceeding shall have not been dismissed or vacated.
12. **Remedies.** In the event of Buyer's default, or if Seller has any reason to believe that Buyer may be unable to perform its obligations hereunder, Seller, at its option, shall be entitled to exercise any and all legal rights available to Seller including, any one or more of the following remedies: (a) Seller may suspend any or all shipments to Buyer until such time as Seller has received adequate assurance, in Seller's sole and absolute discretion, of Buyer's ability to perform its obligations hereunder, or (b) bring an action to file for amounts due. Should it be necessary for the Seller to place the Buyer's account for collection, suit or other legal proceeding to enforce these Terms and Conditions, then in such event the Buyer agrees to pay all costs and expenses of collection, suit or other legal action including attorney's fees, paralegal fees, expert fees, collection agency commissions and any other fees and costs necessary to enforce any right provided herein or to collect any sums due hereunder, including but not limited to the foregoing and any appeal or bankruptcy proceedings. All rights and remedies of Seller specified hereunder are cumulative and do not exclude any other rights or remedies allowed by law or equity. Interest shall accrue on all monies due hereunder both pre-judgment and post-judgment at the rate of 18% per annum.
13. **Governing Law and Jurisdiction.** The parties hereby voluntarily and unconditionally waive trial by jury. Any and all litigation arising out of or relating in any way to this Credit Application and Sale Agreement or by virtue of the parties' relationship shall be initiated and/or maintained solely in Cook County, Illinois and not elsewhere. The Buyer hereby irrevocably, voluntarily consents and agrees to submit itself to the personal jurisdiction of the state court in Cook County, Illinois having jurisdiction over the amount in controversy. Buyer hereby waives any objections to personal jurisdiction or venue. The laws of the state of Illinois shall govern the terms of this Credit Application and Sale Agreement.
14. **Indemnification for Buyer's Negligence.** Buyer, at its own cost and expense, shall assume liability, indemnify, defend and hold harmless Seller and its officers and employees, from and against any liability and all loss, costs, damages, expenses, including court costs, reasonable attorneys' fees, reasonable appellate attorneys' fees, paralegal fees and disbursements paid or incurred by Seller, whether or not suit shall be commenced, on account of claims for whatever reason, including but not limited to, personal injury, including death, sustained by any person or persons whomsoever, including employees of Buyer, and for injury to or damage or destruction of property of a person or organization, including loss of use thereof, arising out of or resulting before, after or in connection with the performance of Buyer's work or otherwise, excepting such matters caused in whole or in part by the fault or negligence of Seller.
15. **Indemnification for Matters Caused in Whole or in Part by the Fault or Negligence of Seller.** Buyer, at its own cost and expense, shall assume liability, indemnify, defend and hold harmless Seller, and its officers and employees, from and against any liability and all loss, costs, damages, expenses, including court costs, attorneys' fees, reasonable appellate attorneys' fees, paralegal fees and disbursements paid or incurred by Seller, whether or not suit shall be commenced, on account of claims for whatever reason, including but not limited to, personal injury, including death, sustained by any person or persons whomsoever, including employees of Buyer, and for injury to or damage or destruction of property of a person or organization, including loss of use thereof, arising out of or resulting before, after or in connection with the performance of Seller's work under this Credit Application and Sale Agreement. Buyer's monetary limitation for this specific indemnity clause shall be \$1,000,000 or the maximum allowed by law.
16. **Project Information.** The Buyer agrees to furnish to the Seller, with respect to the goods and materials furnished hereunder, upon oral or written request, with copies of all payment bonds, notices of commencements, job addresses, and other information the Seller deems necessary to protect the Seller's interest. The Seller shall have the absolute right to provide any necessary notices to third parties or otherwise, required to secure lien and bond rights available to the Seller as a matter of common or statutory law.
17. **Miscellaneous.** Seller's failure at any time to require strict performance by Buyer of any of the provisions hereof shall not waive or diminish Seller's right thereafter to demand strict compliance therewith, or with any other provision. In case one or more provisions contained in these Terms and Conditions shall for any reason be held invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof and these Terms and Conditions shall be construed as if the same had not been contained herein. These Terms and Conditions shall be binding upon and inure to the benefit of respective successors and assigns and is applicable to heirs and legal representatives of the parties hereto.
18. **Entire Terms of Credit Application and Sale Agreement.** The entire terms of this Credit Application and Sale Agreement are contained herein. No verbal representations or agreements shall modify the terms hereof. It is anticipated that materials or labor supplied by Seller to Buyer may be initiated through the use of invoices, purchase orders, work orders or written direction for Buyer to Seller. It is expressly agreed and understood that the terms of this Credit Application and Sale Agreement shall apply to all such purchase orders, work orders, invoices or other writings placed by Buyer to seller. To the extent there is any inconsistency between the Buyers invoice, purchase order, work order or other writing, the Terms and Conditions shall govern.



Ozinga Ready Mix Concrete, Inc.
 19001 Old LaGrange Road, Suite 300
 Mokena, IL 60448
 P (708) 326-4200 F (708) 326-4201

Quote # 48851008

Illinois South Division

Customer:	CITY OF ST. CHARLES	Project:	Area Pricing 2017
Attention:	Unknown Contact	Quote Date:	12/02/2016
Address:	Area Pricing 2017	Quoted By:	Jim Myers
		Sales Phone:	(847) 209-9842
		Sales Email:	JimMyers@ozinga.com
Job PO:		Estimated Yards:	25

Mix	Usage	(Qty)	Price
3000PSI	3000 PSI PRICE GROUP		\$122.00 per CYD
4000PSI	4000 PSI PRICE GROUP		\$130.00 per CYD

Environmental Charge		\$3.00 per CYD	
Additional Charge	Price / Rate	Additional Charge	Price / Rate
Integral Fiber - Fibermesh	\$9.00 per CYD	Hot Weather Cooling	\$25.00 per CYD
NCA (Non Chloride Accelerator)	\$9.00 per % per CYD	Overtime Delivery (plant charge may apply)	\$10.00 per CYD
Saturday Delivery	\$80.00 per Load	Integral Fiber - Stealth	\$8.00 per CYD
High Range Water Reducer	\$9.00 per CYD	Waiting Time - after 60 minutes	\$2.50 per Minute
Fuel Surcharge	A fuel surcharge will be effective when the price of diesel fuel exceeds \$3.75 per gallon. Ask your salesman for details.		
Minimum Load Charge	<7CY \$20 <6CY \$40 <5CY \$80 <4CY \$120 <3CY \$160 <2CY \$200		
Winter Service	\$10.00 per CYD from Nov 01 to Mar 31		

Notes

Please read all charges, dates, and terms below.

Prices firm through: 12/31/2017	No Escalation for this Quote.
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HOURS OF OPERATION: MON-FRI 6:00 AM - 5:00 PM SAT 6:00 AM - 12:00 PM

Terms and Conditions

Any unpaid balance at 45 days may have liens placed to secure payment - All prices on quote are applicable if used. Taxes not included. Prices subject to change after 60 days; additionally, prices subject to change based on change in scope of Project. Payment Terms: Net 30 (outstanding balances shall incur a late payment fee of 1.5% per month). Ozinga does not warrant the performance of concrete which is not adequately cured, is improperly handled and/or finished. Tests for slump and air content shall be made in accordance with procedures listed in the current ASTM C94 and by certified field inspectors. Any water added shall be at Customer's risk. Ozinga will always strive to deliver materials in a timely manner but at times delays may occur. Ozinga will not accept back charges for service issues. This quote is solely for the Customer's own internal use and is not to be published or disseminated to any third party.

Customer Signature

Signature: _____ Date: _____

19001 Old LaGrange Road
Mokena, IL 60448

March 10, 2017

To Our Valued Customers:

Over the past year, we continued to expand our delivery capacity and capabilities, expanded our geographic reach, and source from more locations than ever.

For those of you who have been taking material out of our Crestwood project location – this will be our final season processing material at that location. Our fill dirt has been certified TACO Tier 1 quality, and is available **for free** in large or small quantities.

Whether we're providing aggregates and materials, mobile crushing services, or transportation/hauling services, we look forward to serving you in 2017. I encourage you to visit our website at logistics.ozinga.com for a full overview of all our products, services, and locations.

For larger projects, please call your material solutions representative, or call our dispatch office at 800-Stone-80.

We've included pricing for our Illinois locations with this mailing. However, if you would like pricing for any of our Wisconsin or Indiana locations, please contact Julee Chalmers at (708) 326-4268 or JuleeChalmers@ozinga.com.

If there's anything we can do to help, please give us a call. On behalf of the Ozinga family, I hope you have a safe and prosperous season.



Steve King
Executive Vice President
Sales & Business Development
Ozinga Materials & Logistics

The per-ton "list" prices listed below are effective at the following locations as of April 1, 2017.

	ALSIP	CAL PARK	CHANNAHON	CHINATOWN	CRESTWOOD	LEMONT	MOKENA	TORRENCE	64TH STREET
SAND									
FM 01 SAND, #2 TORP		\$24.35	\$12.00	\$26.35		\$24.35			
FM 02 SAND, #2 TORP	\$24.35			\$26.35		\$24.35	\$24.35		\$26.35
STONE									
CM 16, 3/8"CHIP									
CM 13, 1/2" CHIP	\$34.75			\$35.75			\$34.75		\$35.75
CM 07, CM 11, 3/4" STONE	\$26.50			\$30.50	\$14.50	\$26.50	\$26.50		\$30.50
CM 05, 1 1/2" STONE				\$30.50					\$30.50
TRENCH BACKFILL					\$3.00				
GRAVEL									
CM 16, 3/8" PEA GRAVEL	\$18.15	\$18.15	\$14.50	\$22.25		\$18.15	\$18.15	\$22.25	\$22.25
CM 16, 3/8" CRUSHED GRAVEL			\$13.25						
CM 11, 3/4" ROUND GRAVEL	\$17.00	\$17.00	\$12.50			\$17.00	\$17.00	\$17.00	
CM 07 3/4" CRUSHED GRAVEL			\$14.00						
CM 06 GRADE 9 CRUSHED GRAVEL			\$9.00						
1 1/4" GRAVEL								\$27.30	
CA 05 1 1/2" GRAVEL		\$30.00	\$32.00			\$30.00	\$30.00		
2" - 6" GRAVEL			\$17.00						
RECYCLED MATERIALS									
CM 06 (R) - IDOT 019CM06	\$9.50			\$9.15					\$9.90
CM 06 (R) - IDOT 059CM06	\$10.00		Call	\$10.25		\$10.00			\$11.00
GRADE 8 CM 06 RECYCLED		\$9.00			\$4.00		\$10.25		
4" - 2" (R)*				\$11.15					
BLOCKS									
2x2x2 BLOCK	\$30.00			\$30.00		\$30.00	\$30.00		\$30.00
2x2x3 BLOCK	\$40.00			\$40.00		\$40.00	\$40.00		\$40.00
2x2x4 BLOCK	\$50.00			\$50.00		\$50.00	\$50.00		\$50.00
2x2x5 BLOCK	\$60.00			\$60.00		\$60.00	\$60.00		\$60.00
2x2x5 CORNER	\$60.00			\$60.00		\$60.00	\$60.00		\$60.00
2x2x6 BLOCK	\$65.00			\$65.00		\$65.00	\$65.00		\$65.00
2x2x6 DECORATIVE BLOCK	\$85.00			\$85.00		\$85.00	\$85.00		
4x4x4 BLOCK				\$125.00		\$125.00			\$125.00
18x18x18 BLOCK	\$20.00						\$20.00		
MISCELLANEOUS									
TACO TIER 1 APPROVED FILL DIRT					Free				
MERRIMAC, 1/2" & 1 1/2"		\$61.00							
2" AREMA #3 TRAP ROCK								\$36.50	
1" AREMA #5 TRAP ROCK								\$37.50	
CANADIAN HERITAGE, 1 1/4" x 1/2"								\$28.00	
8" x 18" COBBLESTONE								\$67.00	
CLEAN CONCRETE DUMP SEMI		Free							

*Call on availability prior to any pick-up or delivered order.

materials.ozinga.com
 19001 Old LaGrange Road
 Mokena, IL 60448
 P: 708.326.4300
 F: 708.326.4301
 E: materials@ozinga.com

To place an order, call:
Central Dispatch
 P: 800.STONE.80
 800.786.6380

All materials are subject to availability at the specified terminals. Special pricing available for larger quantities. Prices are quoted FOB, delivered pricing is available; please call sales office for inquiries. All material invoiced at scaled weights unless noted otherwise. No deductions for moisture. All prices are subject to change without notice.
 Updated March 2017



The per-ton "list" prices listed below are effective at the following locations as of April 1, 2017.

	NORTHSIDE	PLAINFIELD	ROCKFORD	ROSCOE	SOUTH ELGIN	STREAMWOOD	SYCAMORE	WHEELING
SAND								
FM 01 SAND, #2 TORP								
FM 02 SAND, #2 TORP						\$23.00	\$16.00	\$23.00
STONE								
CM 16, 3/8" CHIP							\$21.50	\$31.50
CM 13, 1/2" CHIP								
CM 07, CM 11, 3/4" STONE						\$24.50	\$19.50	\$30.50
CM 05, 1 1/2" STONE								
TRENCH BACKFILL								
GRAVEL								
CM 16, 3/8" PEA GRAVEL								\$23.00
CM 16, 3/8" CRUSHED GRAVEL								
CM 11, 3/4" ROUND GRAVEL								\$30.50
CM 07 3/4" CRUSHED GRAVEL								
CM 06 GRADE 9 CRUSHED GRAVEL								
1 1/4" GRAVEL								
CA 05 1 1/2" GRAVEL								
2" - 6" GRAVEL								
RECYCLED MATERIALS								
CM 06 (R) - IDOT 019CM06								
CM 06 (R) - IDOT 059CM06								
GRADE 8 CM 06 RECYCLED		\$9.00						
4" - 2" (R)*								
BLOCKS								
2x2x2 BLOCK	\$30.00	\$30.00	\$20.00	\$20.00	\$30.00	\$30.00	\$20.00	\$30.00
2x2x3 BLOCK	\$40.00	\$40.00	\$30.00	\$30.00	\$40.00	\$40.00	\$30.00	\$40.00
2x2x4 BLOCK	\$50.00	\$50.00	\$40.00	\$40.00	\$50.00	\$50.00	\$40.00	\$50.00
2x2x5 BLOCK	\$60.00	\$60.00	\$45.00	\$45.00	\$60.00	\$60.00	\$45.00	\$60.00
2x2x5 CORNER	\$60.00	\$60.00	\$45.00	\$45.00	\$60.00	\$60.00	\$45.00	\$60.00
2x2x6 BLOCK	\$65.00	\$65.00	\$50.00	\$50.00	\$65.00	\$65.00	\$50.00	\$65.00
2x2x6 DECORATIVE BLOCK								
4x4x4 BLOCK								
18x18x18 BLOCK								
MISCELLANEOUS								
TACO TIER 1 APPROVED FILL DIRT								
MERRIMAC, 1/2" & 1 1/2"								
2" AREMA #3 TRAP ROCK								
1" AREMA #5 TRAP ROCK								
CANADIAN HERITAGE, 1 1/4" x 1/2"								
8" x 18" COBBLESTONE								
CLEAN CONCRETE DUMP SEMI								

*Call on availability prior to any pick-up or delivered order.

materials.ozinga.com
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 Mokena, IL 60448
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To place an order, call:
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 800.786.6380

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 Updated March 2017

Concrete Pricing
Quote Tabulation

5/11/2017

*Prices for mix are per CYD

Materials

Prairie Concrete

6 Bag	\$110
IDOT 6.1	\$110
IDOT 4.6	\$105
4000 PSI	\$110
Redi-Pave	\$124
7 Bag	No-Bid

Ozinga Redi-Mix

6 Bag	\$122.00	3000 PSI Group
IDOT 6.1	\$132.80	
IDOT 4.6	\$130	
4000 PSI	\$130	
Redi-Pave	No-Bid	
7 Bag	\$142	

Additional Charges

Fibermax Fibers (1.5 lb bag)	\$8 Per CYD	Intergral Fiber - Fibermesh	9 Per CYD
Fibermax Mono Fibers	\$6.50 Per CYD	NCA	9 Per CYD
Superplasticizer	\$10 Per CYD	Saturday Delivery	80 Per Load
Non Chloride Accel 1.0%	8.75 Per CYD	High Range Water Reducer	9 Per CYD
2.00%	\$17.50 Per CYD	Fuel Surcharge	If diesel goes over \$3.75 gal
3.00%	\$26.25 Per CYD	Minimum Load Charge	<7CY \$20/<6CY \$40/<5CY \$80/<4CY \$120/<3CY \$160<2CY \$200
Calcium Chloride Accel 1.0%	\$2.75 Per CYD	Winter Service	\$10 per CYD Nov 1 to Mar 31
2.00%	\$5.50 Per CYD	Hot Weather Cooling	\$25 per CYD
Retarder	\$4.30 Per CYD	Overtime Delivery	\$10 per CYD
Environmental Fee	\$3 Per CYD	Intergral Fiber - Stealth	\$8 Per CYD
Summer Service	\$25 Per CYD	Waiting Time - After 60 Min	\$2.50 Per Min
Winter Service	\$10 Per CYD	Environmental Fee	\$3 Per CYD
Saturday Delivery	\$10 Per CYD		
Minimum Load Fee	<8CY\$20/<7CY\$30/<6CY\$40/5CY\$80/4CY\$120/3CY\$160/2CY\$200		
Wait Time after 60 Min	\$2 Per Min		
Dump and Disposal	Returned Concrete greater than 1CYD \$230		
Overtime Delivery	\$10 Per CYD		

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:

VCNA Prairie, LLC
7601 W. 79th St.
PO Box 1123
Bridgeview, IL 60455

For the purchase of: Concrete Materials

At a cost not to exceed: \$60,280

Reason for the request to waive the bid procedure: Prairie and Ozinga have strategically acquired most of the nearby concrete plants. Neither company responded to the City's recent invitation to bid. Prairie submitted price quotes that were more advantageous to the City than those quotes received by Ozinga, and have indicated that they can provide material to the City from their Batavia location.

Other Quotations Received: One (Ozinga)

Date: 05/22/17

Requested by: AJ Reineking _____

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

Agenda Item number: 5.o

Title:

Recommendation to Approve Design Engineering Agreement for the 7th Avenue Creek Culvert Replacement at John Deutsch Drive and Culvert Repairs at 7th Avenue

Presenter:

Karen Young

Meeting: Government Services Committee

Date: May 22, 2017

Proposed Cost: \$131,221

Budgeted Amount: \$138,706

Not Budgeted:

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

As part of the development of the Master Plan for the 7th Avenue Creek project, HR Green identified two locations within our existing infrastructure system that require significant maintenance. The existing culverts located at John Deutsch Drive (Public Works Entrance off of 7th Avenue) and the culverts located under 7th Avenue just north of Fern Avenue are in poor condition and are in need of repair and/or replacement. This work was identified as the first design and construction priority in the 7th Avenue Creek Master Plan and is considered a maintenance project that needs to be completed regardless of the other improvements proposed in the Master Plan being constructed.

The work included in this agreement generally includes field surveying, geotechnical investigations, engineering design and alternatives analysis, contract plans and specifications, permitting and bidding assistance. HR Green was selected as the City's consultant for the 7th Avenue Creek project and this work will be a continuation of the services based on the original consultant selection process. Staff has been pleased with the work completed by HR Green thus far. The scope of work and fee were negotiated with HR Green in the amount of \$131,221.

The City has received unofficial word that this project is being recommended to receive approximately \$71,000 in Kane County Riverboat Grant Funds for the design engineering work.

Attachments *(please list):*

None

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve Design Engineering Agreement with HR Green for the 7th Avenue Creek Culvert Replacement at John Deutsch Drive and Culvert Repairs at 7th Avenue in the amount of \$131,221.