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

MONDAY, NOVEMBER 26, 2018, 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.** Natural Resources Commission Minutes Information only.
- **d.** Phosphorus Removal and Digester Improvements Project Update Information only.

4. OMNIBUS VOTE

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

5. PUBLIC WORKS DEPARTMENT

- *a. Presentation of Proposed 2019 Street Program.
- *b. Recommendation to approve a Design Engineering Agreement with WBK Engineering, LLC for the North 2nd and Delnor Avenues Project.
- *c. Recommendation to approve a Design Engineering Agreement with HR Green, Inc. for Phase 1 of the 7th Avenue Creek Project.
- *d. Recommendation to approve Easement from Rookies at 1545 W. Main Street.

- *e. Recommendation to approve Phosphorus Removal and Digester Improvements Project Change Order No. 5 to IHC.
- *f. Recommendation to award the Bid for the Dunham Road Force Main Replacement Project.
- *g. Recommendation to award Proposal for Construction Engineering Contract for Dunham Road Force Main Replacement.
- *h. Recommendation to approve Notice of Intent for the South 7th and Division Avenues Lift Station Construction Project.
- *i. Recommendation to Waive the Formal Bid Procedure for the Purchase of UV Disinfection Parts.
- *j. Recommendation to approve the Sale of Items of Personal Property owned by the City of St. Charles via an Online Auction to the Highest Bidder.
- *k Recommendation to approve the Purchase of 2018/2019 Treated Rock Salt from Compass Minerals through the State of Illinois Joint Purchasing Program.
- **l.** Recommendation to approve the Award of One 2019 Ford F-250 Supercab to Hawk Ford and to Sell the Replacement Vehicle #1700, a 2008 Ford F-350.
- **m.** Recommendation to approve the Award of One 2019 Ford F-250 Supercab to Hawk Ford and Sell the Replacement Vehicle #1832, a 2007 Ford F-550.
- *n. Recommendation to approve Land Acquisition Easement Agreement Between the City of St. Charles and Medical Building Located at 110 S. 17th Street.

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

Government Services Committee Meeting Monday, November 26, 2018 Page 3

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).

	AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 3.a
	Title:	Electric Reliability Report – Infor	rmation Only
ST. CHARLES	Presenter:	Tom Bruhl	
Meeting: Governm	nent Services	Committee Date: November	26, 2018
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted:
Executive Summa	ary (if not bu	dgeted please explain):	
For Information O	nly.		
* October 2018 Ou		* October 2018 Streetlight	Repair Report
	/Suggested A	Action (briefly explain):	
For information on	ıly.		

City of St. Charles October 2018 Outages

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	10/5/2018	4:25 PM	85	Moore Ave., 3rd Pl., 4th Pl., 5th Pl., Division St.	311	Large (private) tree limb ripped down primary, secondary, and services to several houses on Moore Ave., between 2nd Pl. and 3rd Pl. Removed tree and put primary back in air. Reenergized.	86	7,310	Tree	Large Branch/Tree
1	10/5/2018	4:25 PM	110	1800 block of 2nd Pl. and 3rd Pl.	311	Large (private) tree limb ripped down primary, secondary, and services to several houses on Moore Ave., between 2nd Pl. and 3rd Pl. Removed tree and put primary back in air. Reenergized.	10	1,100	Tree	Large Branch/Tree
1	10/5/2018	4:25 PM	140	112, 118, 205, 211 Moore Ave.	311	Large (private) tree limb ripped down primary, secondary, and services to several houses on Moore Ave., between 2nd Pl. and 3rd Pl. Removed tree and put primary back in air. Reenergized.	6	840	Tree	Large Branch/Tree
2	10/8/2018	9:32 AM	0	E. Main St., Warwick, SaveWay, St. Charles Place, Amli	534	Switchgear flash at 2580 W. Main St. (SaveWay). Removed flashed barrier board. No action taken - breaker closed. Instantaneous operation.	49	0	Equipment	Switchgear
3	10/14/2018	10:46 AM	0	Sub 5, transformer 3, Dukane Dr., Ohio Ave., 37th Ave., Illinois Ave., Production Ave., Kautz Rd., Cumberland Green Dr., Patricia Ln., Kirk Rd., Via Veneto Dr., Chandler Ave.	13156	Loss of ComEd 13156. ComEd and City Staff patrolled fault zone and could not determine cause. No visual damage found.	557	0	ComEd	13156
4	10/20/2018	1:25 PM	540	1600-1700 S. 13th Ave., 1307 Jewel Ave., 1600-1700 Lucylle Ave., 1700 block of Pleasant Ave.	311	Private tree in back of 1638 Pleasant Ave. tore down 4 spans- primary/secondary. Removed tree, pulled in 4 spans, new secondary, repaired primary, cut over houses to new wire.	20	10,800	Weather	Wind
5	10/20/2018	1:25 PM	305	S. 6th St., S. 7th St., Cutler St.	624	Tree from 802 S. 7th St. blew over at 615 Cutler St., breaking pole. Isolated primary and secondary, set new pole, removed tree, and transferred primary, secondary, and services to new pole. Re-energized.	10	3,050	Weather	Wind
6	10/20/2018	2:42 PM	228	Forrest Blvd., Pleasant Ave., Jay Ln., Lucylle Ave., Moore Ave., 7th Ave., S. 13th Ave.	311	Tree/wind at the rear of 1747 Pleasant Ave. Removed tree, braced leaning pole, put primary back in the air, spliced, and re-energized primary.	44	10,032	Weather	Wind
7	10/20/2018	2:42 PM	348	800-900 block of Munhall Ave.	316	15 kV cutout failure. Replaced cutout and re-energized.	4	1,392	Equipment	Switch
8	10/20/2018	2:45 PM	18	Ohio Ave., 37th Ave., Illinois Ave., Production, Kautz Rd., Cumberland Green, Patricia Ln., Equity Dr., Enterprise, Swenson, Commerce, southeast quadrant of town.	13156	Storm/wind caused loss of ComEd line 13156. Isolated 13156 and transferred load to 13155. Cause was tree on riser pole at Kirk Road and the bike path. ComEd removed tree and submitted area to their vegetation management.	557	10,026	ComEd	13156
						Total of Interrupted Minutes		44,550		
						Total SAIDI*			2.842	
						Total of ComEd Interrupted Minutes		10,026		
						Total SAIDI without ComEd			2.202	
						*System Average Interruption Duration Index (SAIDI)				

Streetlight Repair Report

Expectation: Streetlights will be repaired within 10 days of notification

Streetlight Repair Statistics

Fiscal Year	Number of Lights Repaired	Average Days to Repair
2018	801	5.3
	2019	
Month Light Was Repaired	Number of Lights Repaired	Average Days to Repair
May	66	4.4
June	27	3.0
July	38	3.3
August	47	6.2
September	46	3.0
October	167	7.9
November		
December		
January		
February		
March		
April		

October Notes:

Temperature changes and fluctuations of colder weather seasons induces more lamp failures.

	AGEND	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 3.b					
	Title:	Title: Active River Project Update – Information Only					
ST. CHARLES	Presenter:	Chris Adesso					
Meeting: Government Services Committee Date: November 26, 2018							
Proposed Cost: \$ N/A Budgeted Amount: \$ N/A Not Budgeted:							
Executive Summa	ry (if not bu	dgeted 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 (plea	usa list)•						
_							
* October, 2018 –	Task Force	Meeting Minutes					
Recommendation	/Suggested A	Action (briefly explain):					
None – For inform	ation only.						

MINUTES ACTIVE RIVER TASK FORCE MEETING ST. CHARLES JOHN RABCHUK, CHAIRMAN OCTOBER 1, 2018

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

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

Others Present: Tom Anderson, Jon Hull, Tony Zehnder, Isabel Soderlind

1. Call Meeting to Order

The meeting was convened by John Rabchuk at 8:04 a.m.

2. Minutes Review and Approval

Motion was made by Trish Beckjord and seconded by Jim Enck to accept and place on file the minutes of the August 6, 2018 Active River Task Force meeting as revised.

A voice vote was taken. Ayes – unanimous; Nays – none; Absent – C. Adesso, M. Meyers, J. Wessel

The motion carried at 8:06 a.m.

3. ARP Funding Issues & Discussions

a) 2018 City of St. Charles Budget

Demographic Studies: Holly Cabel updated the committee on the professional consultant interviews for the Economic Impact and Cost Benefit Analysis for the Fox River Corridor Master Plan conducted by the City of St. Charles (hereinafter referred to as "City").

The City staff just finished interviewing three consultant companies last week. The companies covered the following items during their interviews:

- > the economic impact that may occur due to the development
- > the fiscal impact or total impact including "softer" costs
- > their process conducting the study
- ➤ the time line of the process which would take up to approximately 12 weeks to complete

The interviewing team will review all the information from the presentations and a final recommendation will be made. The recommendation will then be presented at one of the City's committee meetings and then presented at a City Council meeting for final approval.

Active River Project Task Force members asked specific questions regarding the interviews:

- Have the consulting companies conducted studies on similar projects and were their projections accurate?
 They did indicate that these projects have moved forward but some of these projects have not been completed yet. Their projections therefore are still uncertain.
- ➤ How many companies responded to the Request for Quote (RFQ)? The City did have 4-5 companies that responded to the RFQ, but only three were interviewed.
- Were the economic and demographic information from the Master Plan used for the RFQ?
 Holly Cabel indicated the information for the RFQ was reference from the Master Plan.

John Rabchuk indicated everything will be on "hold", including budget monies allocated to the project, until the results of this study is completed. Since the study will take approximately 3 months to complete, the results of the study will not be completed until after the new calendar year. Depending on the results of the study, the City will make decisions on next steps, which may include preliminary drilling/engineering studies of the river.

The City is funding the entire study, but they have the St. Charles Park District involved in the process. The City appears to be making these types of decisions with the assistance of the Park District; the Active River Project Task Force will not be involved.

b) Update on constructing Inter-Governmental Agreement (IGA) between City and Park District

Per Holly Cabel, the City of St. Charles and St. Charles Park District have no update on this at this time. The organizations will continue to discuss the intergovernmental agreement in order to outline roles: the IGA is one of the next steps of the plan.

4. Marketing, Publicity and Community Outreach

- a) River Corridor and Active River websites were not discussed.
- b) Other: none.

5. Member organization updates

a) Park District

Holly Cabel informed the group that the Golf Shore Stabilization Project has been postponed. Bids were opened approximately two weeks ago and all of them were well over the estimate. The Park District rejected all bids. They do plan to rebid the project come the beginning of the year; they however will not start the project until October / November of 2019 when it will impact golf operations less. Holly Cabel reminded everyone that this is scheduled to be a four stage project and this is only the first stage.

In addition, Holly Cabel mentioned the St. Charles Park District has found a very hearty native species hedge that has survived well in the heat and in flooding conditions. A few weeks ago, several volunteers transplanted some of these in non-playing areas of the golf-course. This is believed to be a cost savings measure as the areas will no longer need to be reseeded every time the area floods.

b) Boy Scout Parking Lot

The bid for this project was approved at the last board meeting with the permitting completed. Holly Cabel explained that this will be an expansion and traffic flow improvement of the Boy Scout Parking lot and it is scheduled to begin in a couple of weeks. The project includes additional boat parking and a few more standing areas. The expansion will be just to the north of the current site.

In addition the St. Charles Park District has discussed various other projects in the Boy Scout Island area, e.g., a marsh, floating gardens, etc. but there are no additional plans at this time.

c) City of St. Charles

Chris Adesso was not present at the meeting. No discussion.

d) River Corridor Foundation

The River Corridor Foundation (RCF) has begun the process of identifying and evaluating a variety of new river front enhancement projects that would be affordable and have a high impact on the area. The focus has been on smaller project elements that could be designed and completed within a year. One of the areas identified has been Route 25 from the Lift Station to the Prairie Street Bridge, the south gateway of St. Charles where you have a full view of the river and the downtown area. The following elements are some examples of various projects being considered:

i. Creating a bio-swale on the east side of Route 25, at the base of Langum Park that tends to flood frequently. The RCF does not have the funds to do the entire stretch, but instead are considering creating test areas.

The Task Force discussed the long term maintenance of the project. Trish Beckjord mentioned this type of project would need to be managed as a "natural" area and recommended looking at writing management

guidelines. If this project were to move forward, Holly Cabel indicated the lease agreement would need to be reviewed i.e., who would manage this area.

The Task Force discussed the effectiveness of "burns" in these naturalized area. The City could consider paying the Park District for these services. Overall, it would be more effective than mowing the existing property.

ii. Rock out cropping west of Route 25 just north of the Lift Station. This project would create steps down to the water front for those fishing in the area. This project would also include restoring the eroded area around the existing bench. This project would be similar to the Bob Leonard Walk, located on the west side of the river, but as in any project along the river, it would require permits from the state, IDNR. If the estimate for this project was too high, the RCF will consider installing a bench pad and re-seeding or placing rock around the bench area. A perennial bed similar to the one across the street, at the Jones Law Office, could also be designed near the bench, bringing some color to the area.

If these small projects are successful and there is positive feedback from the community, the RFC can plan for another project just further north in the future.

Jim Enck has been out looking at this area to create a base map. At this point, the RCF is looking at getting an estimate from WBK on the bioswale and a fishing area down by the river.

Trish Beckjord again mentioned the importance to plan for the proper support and maintenance of these natural, native plantings and bio-swales.

- iii. Separate or isolating cycling traffic from pedestrian traffic along Route 25.
- iv. Creating a new crosswalk across on Route 25 north of the Lift Station, where the pedestrian/bicyclist would be more visible instead of being hidden by the Lift Station. Another option would be installing flashing signs as people are approaching the crosswalk to cross Route 25.

Another alternative project idea by First Street was also discussed. Trish Beckjord recommended looking at a small contained project on the east side of First Street in the new plaza area. It would be the perfect strategic place to manage storm water off the roof of the buildings. Discussion.

At the moment, the River Corridor Foundation is still brainstorming potential projects. John Rabchuk added they will create some sketches identifying all these potential project areas and present it to the RCF. Once the RCF makes a decision on a project, they will approach the City.

Trish Beckjord offered to gather the data on the long-term cost savings on the maintenance of natural areas versus mowing. These areas however still need to be maintained.

6. New business

A. Water Trail Conference on October 15 in Channahon, Illinois

John Rabchuk distributed a flyer of the Water Trail Conference being held on October 15, in Channahon, Illinois. The registration fee is \$40-\$50. A few people on the Task Force expressed some interest in attending. They will be discussing some of the trails and projects around the city that are being proposed. One of them is the Kankakee River Water Trail that Hitchcock has worked on with the City of Kankakee. This is a major economic development improvement plan running through the middle of the downtown, costing \$100,000,000. (See attached handout.)

Jim Enck, John Rabchuk and Rick Brems are interested in attending; Trish Beckjord is also interested in attending but will need to look at her schedule.

B. Nachusa Grasslands in Forest Grove, Illinois

John Rabchuk recently visited the Nachusa Grasslands in Forest Grove, Illinois. The Nachusa Grasslands is a mix of tallgrass prairie, savanna and woodlands that covers 4,000 acres, currently owned by the Nature Conservancy. There is approximately 130 buffalo on the land and tours were being conducted. They are looking for volunteers for photography, maintenance and to "hand-heard" the buffalo for inoculation toward the end of October. They will also be restoring the oak-savannahs over the next few years. It was a very interesting place and Mr. Rabchuk hopes to go back soon.

C. Fox River Ecosystem website.

Trish Beckjord mentioned Fox River Ecosystem homepage and suggested to those present to view the funding information on the site. The site is still posting the information from the "Show Me the Money" funding presentation. You may view the information at: http://www.foxriverecosystem.org/presentations.htm "Show Me the Money". Trish Beckjord handed out printed version of the handouts from both the IEPA and the IDNR and they emphasize the need to have an existing watershed plan to qualify for a grant. (See attached.) According to the map, our area does not have a watershed plan.

If the St. Charles does not have a watershed plan, we will limit our eligibility to receive some funding. It this group is proposing projects shouldn't this committee be looking and applying for grants?

John Rabchuk indicated the River Corridor Foundation is the group planning the projects. This particular Task Force is comprised of representatives from the Park

Active River Project Meeting October 1, 2018 Page 6

District, River Corridor and the Forest Preserve. This group per se doesn't have any authority or a funding source to conduct any projects.

The group discussed the potential to research funding sources for the River Corridor Improvement projects and how a watershed plan could be completed cost-effectively. The Task Force discussed the funding of previous completed projects i.e., Bob Leonard Walk, North Gateway, etc.

Trish Beckjord recommended identifying alternative funding opportunities for the projects this committee is discussing. Budgets are limited, so she recommended the budgeted monies could go towards requesting matching grants for the various respective City and RFC projects. Trish Beckjord indicated she would conduct further research on which grants require watershed plans and why for the River Corridor Foundation. What is the tipping point?

7. Adjournment

The next meeting will be held on Monday, January 7, 2019.

A motion to adjourn was made by Ms. Beckjord and seconded by Rick Brens.

A voice vote was taken. Ayes – unanimous; Nays – none; Absent— C. Adesso, M. Meyers, J. Wessel

The motion carried and the meeting adjourned at 9:14 a.m.

We are grateful to our Financial Sponsors

Our Key Sponsor:

Our Event Sponsor:





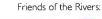
Bringing People and Nature Together

Our Lunch Sponsors:

Our Refreshment Sponsor:













We also appreciate the promotional support from the following organizations:

American Rivers - americanrivers.org Illinois Dept. of Natural Resources - dnrillinois.gov National Park Service - nps.gov River Management Society - river-management.org River Network - rivernetwork.org

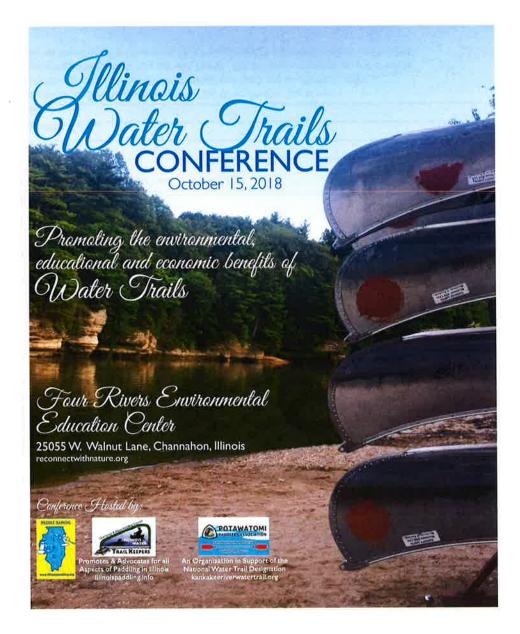


Layout, design & photos of lower Fox River Dells, shot from Ayers Landing in Aug 2018 - except dog paddlers, by Lynda Wallis, Freelancelliustrations com

Potawatomi Paddlers Association P.O. Box 503 Kankakee, IL 6090 I



Everything is better when you're paddling. Paddle more. Worry less.



Conference Program

9:00 am - Networking, coffee and continental breakfast provided

9:30 am - Introductions and Conference Purpose, Tom Eckels, President, Illinois Paddling Council

9:45 am - Conference Welcome, Here, Where Water Trails Meet, Ralph Schultz, Forest Preserves of Will Co.

10:00 am - What is a Water Trail and the Paddling Environment, Creeks, Rivers, Streams and Lakes Sigrid Pilgrim, Director, Illinois Paddling Council

10:10 - Introduction to Illinois Water Trails

Lake Michigan Water Trail in Illinois - Dave Longo

Northeastern Illinois Regional Water Trails – Brief history and summary - Laura Barghusen

Pecatonica River Water Trail & Friends of the Pecatonica Foundation - Joe Ginger

Lincoln Heritage Water Trail - Scott Hewitt

Kankakee River Water Trail - Hitchcock Design Group

Wisconsin-Illinois Fox River Water Trail Initiative - Karen Miller

Noon - LUNCH BREAK and Networking

1:00 pm - Keynote address: Diane Banta,

The Importance of Water Trails: Close to Home to National Water Trails PANEL DISCUSSIONS

1:30 pm - How to Establish a Water Trail - from A, B, C and all the way to Z

Topics include: Planning, Access, Navigability Laws, Working with Multiple Stakeholders: State, County, Local,

Private Landowners

2:15pm - Making Your Water Trail Happen - Tips and Tools

Topics include: Finding Funding,

Organizing the Organization,

Publicity/Publications,

Promotion and Outreach

3:00 pm - Break

3:15 pm - The Living Water Trail

Topics Include: Attracting Volunteers, Creating Stewards, Operating Water Trail Basics; Signs, Camp Sites & Cleanup, Planning for Safety & Avoiding Pitfalls, Organizing & Holding Water Trail Events

4:00 pm - Celebrating the 50th Anniversary Wild and Scenic River Program, Carol Hays

4:15 pm – Q & A, Networking / Adjourn



Diane Banta, National Park Service, Rivers, Trails and Conservation Assistance Program nps.gov/orgs/rtca/index.htm

Laura Barghusen, Aquatic Ecologist, Openlands and author of A Field Guide to Fresh Water Mussels of Chicago Wilderness - openlands.org

loe Ginger, President, Friends of the Pecatonica River Foundation, pecriver.org

Carol Hays, Executive Director, Prairie Rivers Network, prairierivers.org

Scott Hays, Secretary, Upper Sangamon River Conservancy and Commissioner Champaign County Forest Preserve District sangamonriver.org

Scott Hewitt, Vice President, Lincoln Heritage Water Trail Association & VP Director of Education and Safety, Illinois Paddling Council lincolnheritagewatertrail.org

Dave Longo, Regional Greenways & Trails Planner, Illinois Dept. of Natural Resources dnr.illinois.gov

Karen Ann Miller, Executive Planner, Kane County Development Department, Wisconsin-Illinois Fox River Water Trail Initiative foxriverecosystem.org/trail.htm

Holel Special Water Trails Conference Rate: \$95 + taxes.

Call Daniel Jacobsen: 815-216-9964 for this special rate.

If you reserve directly with the hotel, you will pay more.

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Clip here to mail.

Name	
(Print so someone other than your mother can read it.)	
Company/Organization	
Address	
City, State, Zip	
Email	

Registration Fee: \$40.00 by mail or online, \$50.00 at the door day of event. Registration fee includes: Continental breakfast, box lunch and an afternoon snack. www.illinoispaddling.info/WTC - pay with PayPal - OR SEND your registration and check to: Treasurer, Illinois Paddling Council c/o Don Mueggenborg 9 E Peiffer Drive, Lemont, IL 60439

IDNR Suspended Grant Programs

- Grant programs suspended until further notice:
 OSLAD, Boat Access, Bicycle Path, Off Highway
 Vehicle, PARC, Museum Capital, SNOW and STEF.
- Illinois DNR Coastal Management Program
 Though federally funded, currently paused in 2017, anticipated re-open unknown

IDNR 2018 Funding Opportunities



Nancy Williamson

Illinois Department of Natural Resources
Private Lands Division

Federally Funded Grant programs

- Land and Water Conservation Fund (LWCF)
 (2018 funding level approx 2.5M will vary yearly)
- Recreational Trails Program
 (2018 funding level approx 1.5M will vary yearly)
- Other grants:
 - Habitat/Pheasant/other grants
 - Schoolyard Habitat grants

Grants - Illinois DNR



- Office of Grant Management and Assistance, One Natural Resources Way, Springfield, IL 62702-1272.
- Telephone: 217-782-7481
- email: dnr.grants@illinois.gov

LWCF

- NEW LWCF Manual
- Requires GATA registration
- Cannot match other federally funded grants(e.g. IEPA 319)

LWCF Eligible Projects

- Areas providing frontage on public surface waters or land for creating public water impoundments to promote water-based recreation opportunities.
- Areas of outstanding natural quality where the objective is to preserve the scenic or natural values, including areas of physical or biological importance such as pristine natural areas, sites protecting threatened or endangered species, flood plains, wetlands, geological features, wildlife habitats, or scenic waters, etc.
- Areas for general purpose, public outdoor recreation use such as neighborhood and community park areas, play fields and competitive, non-professional sports facilities, as well as public parklands for passive recreation uses.
- Additions to existing parks, wildlife areas, nature preserves, beaches, and greenways or parkways for public outdoor recreation purposes.
- Linear greenway corridors and abandoned rights-of-way for outdoor recreation purposes.

Recreational Trails Program - \$1.5M

Examples of eligible project activities include:

- Trail construction and rehabilitation
- Restoration of areas adjacent to trails damaged by unauthorized trail uses
- Construction of trail-related support facilities and amenities
- Acquisition from willing sellers of trail corridors through easements or fee simple title.

Land and Water Conservation Fund (LWCF) 2.5M

- Offered annually
- Provides up to 50% funding assistance
- To eligible local units of government
- For ACQUISTION public outdoor recreation/natural areas
- Current policy
 - Maximum of \$750,000 per acquisition;
 - Counties exceeding 2.0 million pop. \$1.15M;
 - Municipalities exceeding 2M pop. \$2.3M
- Applications must be received by the IDNR no sooner than May 1 and no later than July 1 of each year







Recreational Trails Program

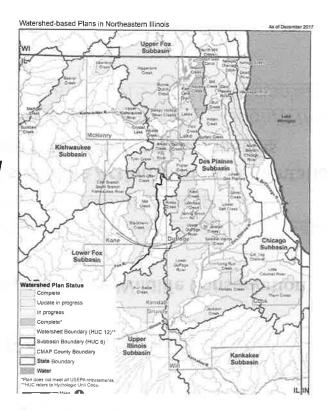
- NEW RTP Manual
- Requires GATA registration
- Cannot match other federally funded grants(e.g. - Federal Coastal grants)

Recreational Trails Program

- <u>By law</u>, 30% of each states' RTP funding must be earmarked for motorized trail projects, 30% for non-motorized trail projects, and 40% for multi-use (diversified) motorized and non-motorized trails or a combination of either.
- Can provide up to 80% federal funding requires a minimum 20% nonfederal funding match.
- Maximum \$200,000 awarded per application for nonmotorized projects.
- No maximum grant award amount is set for acquisition projects and for motorized projects.
- Announcement generally 180 days following the application deadline date.

12

Status of Watershed Based Plans in Northeastern Illinois



Recreational Trails Program

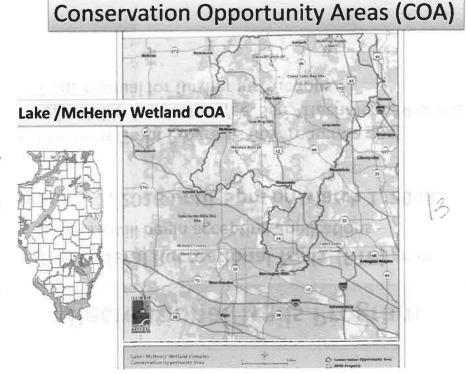
• The Federal Recreational Trails (RTP) grant program will begin accepting applications -

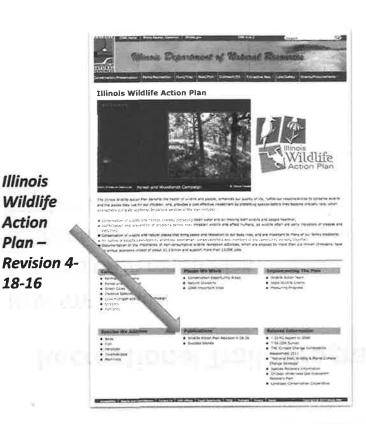
January 1, 2018 until 5pm on March 1, 2018.

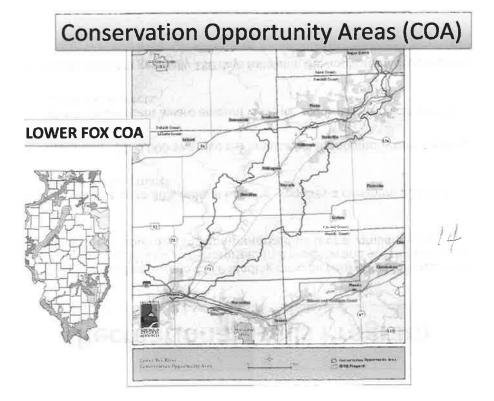
 The Trails Grant Programs now require a <u>non-</u> <u>refundable Application fee</u>. See Attachment #4 of the Trails manual for further instructions.

Google following:

- Illinois Comprehensive Wildlife Conservation Plan 2005
- https://www.dnr.illinois.gov/conservation/iwap/d ocuments/wildlifeactionplanfinal.pdf
- 2015 Illinois Wildlife Action Plan Implementation Guide: Green Cities & Streams Campaigns
- https://www.dnr.illinois.gov/conservation/IWAP/ Documents/FinalDraft2015 FINAL Revision%204 -18-16.pdf









Illinois Wildlife Action Plan -

18-16

Grants - Illinois DNR

LLINOIS



NATURAL RESOURCES Office of Grant Management and Assistance, One Natural Resources Way, Springfield, IL 62702-1272.

• Telephone: 217-782-7481

• email: dnr.grants@illinois.gov





NATURAL RESOURCES Nancy Williamson

Nancy.Williamson@illinois.gov

815-263-9857

8

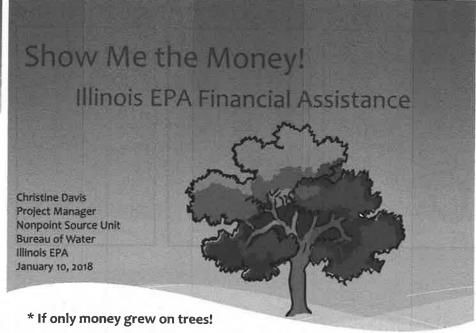
Stormwater-related (WPCLP) projects that benefit water quality

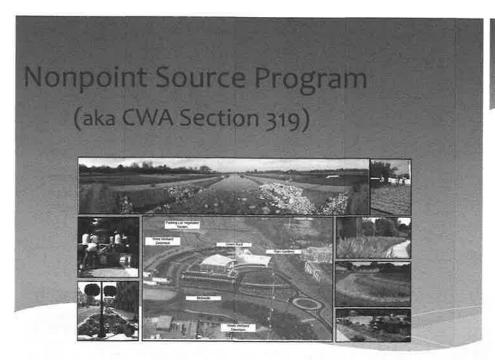


- * Normal recipient is local government
 - * own, operate & maintain the assets
- * Projects (design and construction services)
 - * Green infrastructure (to date: rain gardens, streambank stabilization, permeable pavement & bioretention)
 - * Water and energy efficiency improvements
 - Other environmentally innovative activities as directed by federal law (check out 33 U.S. Code 1274 – Watershed pilot projects)

First Step ~ Talk to Illinois EPA Infrastructure Financial Assistance Section Next Step ~ Project Plan (environmental sign-offs) and Funding Nomination Form

http://www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/index





The Loan Program

(State Revolving Fund)

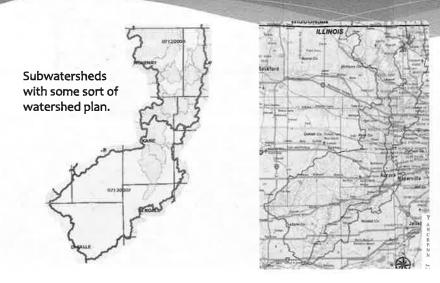


- * Water Pollution Control Loans (WCPLC)
 - * Wastewater/Stormwater* Projects
- * Public Water Supply Loans (PWSLP)
 - * Drinking Water Projects

Design and construction of a wide variety of projects for water quality in terms of human health and failing water infrastructure.

Through June 30, 2018 – Rate is 1.76 % Simple Interest 2

Show Me the Watershed-Based Plans!



Section 319 Grant Program

Applications due by COB on August 1, 2018

Statewide/Priority Watersheds Location Watershed-Based Planning Areas \$100,000 - \$1.2 Million **Grant Range** Maximum Grant \$1.5 Million (~\$3.6 available for projects statewide) Minimum Match 40% Normally 24 Months Project Length **Eligible Projects** Watershed-Based Planning (WBP) or WBP Implementation (TMDLs Too!) **NPS Pollution Control BMPs Practices**



Administration & Planning Design & Engineering Construction/Planting Construction Oversight Education/Outreach Monitoring

Watershed-Based Plans...

Include:

- 1. Identification of WQ impairments (point and nonpoint source)
- 2. Critical areas to protect and the BMPs needed to protect them
- 3. Estimate of BMP's load reduction
- 4. Technical/financial assistance needed
- 5. Information and education component
- 6. Implementation schedule
- 7. Interim measurable milestones
- 8. Criteria to measure accomplishments
- 9. Monitoring component



Illinois EPA Section 319 Watershed Priorities

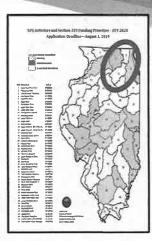
FY 19

(not required by state or federal law)

FY 21

PLANNING





NYLAmbier and horizon \$17 Facility Processor—FYT 2813 Application Deadline—August 1, 2329



http://www.epa.illinois.gov/Assets/iepa/water-quality/watershed-management/Priority%20Watersheds%202016.pdf

Illinois Office of Management and Budget Grant Accountability and Transparency Act (GATA).

Applicants may not apply for a grant until the applicant has pre-qualified through the GATA portal!

grants.illinois.gov

Five pre-award requirements

- 1. Authentication
- **Grantee Registration**
- Grantee Pre-qualification
- Fiscal and Administrative Risk Assessment (ICQ)
- Programmatic Risk Assessment

















Uniform Application for State Grant Assistance & Uniform Budget Template

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- * Uniform Application requires
 - * Federal Employee Identification Number
 - * Data Universal Numbering System (DUNS) Number
 - * SAM Cage Code
- * Uniform Budget Template
 - * New Budget Expenditure Categories
 - * Broken out by year & grant vs. match
 - * Indirect Costs (negotiated federal IDC, negotiate a rate, or 10% de minimis rate, if qualified)

Streambank Cleanup And Lakeshore Enhancement

SCALE

SCALE's mission...

Support local community and citizen-organized lake and river litter collection events for water quality.

Administrative Changes:

- **GATA** compliant
- Two year contracts
- Two applicant levels

Application Deadline - TBD









http://www.epa.lllinois.gov/topics/water-quality/surface-water/scale/index





Questions?

Thank You!

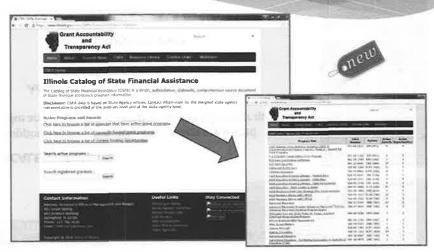




Christine Davis Nonpoint Source Unit Illinois EPA, Bureau of Water

217.782.3362 christine.davis@illinois.gov www.epa.illinois.gov Illinois Office of Management and Budget Grant Accountability and Transparency Act (GATA).

GATA Can Show You the Money; or at least where it is!



OTHER Potential Sources of Funding



- * State & federal organizations
- * Local government and organizations
- * Utility companies
- * Private foundations
- * Private companies
- * Stormwater utilities
- * Special service area
- * Big box stores
- * Watershed Stakeholders

Consider In-kind service and partnerships

10

14

	AGEND	DA ITEM EXECUTIVE SUMMARY Agenda Item number: 3.c						
	Title:	Nat	ural Resources Commission M	Minutes – Information only				
ST. CHARLES	Presenter:	AJ F	AJ Reineking					
Meeting: Government Services Committee Date: November 26, 2018								
Proposed Cost: \$ N/A Budgeted Amount: \$ N/A Not Budgeted:								
Executive Summary (if not budgeted please explain):								
A duty of the Natural Resources Commission is to advise and consult with the Government Services Committee. The October 11, 2018 Natural Resources Commission meeting minutes are attached.								
Attachments (plea	se list):							
* Natural Resources Commission Minutes – October 2018 meeting minutes.								
Recommendation/Suggested Action (briefly explain):								
For information onl	ly.							

MINUTES CITY OF ST. CHARLES NATURAL RESOURCES COMMISSION MEETING RALPH GRATHOFF, CHAIRMAN SEPTEMBER 13, 2018

Members Present: Chairman Ralph Grathoff, Valerie Blaine, Kathy Brens, Jon Duerr, Heather Goudreau, Lee Haggas, Ray Hauser, Suzi Myers, Loren Nagy, Pam Otto, Caroline Wilfong

Members Absent: None

Others Present: Jeremy Craft, AJ Reineking

Visitors Present: None

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 August 9, 2018 Natural Resources Commission [NRC] meeting. Motion by Comm. Duerr, second by Comm. Brens to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:03 p.m.

3. Old Business

A. Pumpkin Composting Event

Comm. Goudreau confirmed the NRC's pumpkin composting event will be held on Saturday, November 3rd from 8:00 a.m. to 12:00 p.m. in the City's Public Works parking lot. Lakeshore Recycling Systems will drop off a container on Friday, November 2nd. The event will be publicized via flyers and on social media; the City's Communications Division will assist with publicity. Chair. Grathoff thanked Comm. Goudreau for coordinating this event.

B. Storm Drain Stenciling/Medallions

Comm. Goudreau provided a sample of one of the storm drain medallions obtained by SCARCE [School and Community Assistance for Recycling and Composting] via grant funding. The medallions are placed on top of storm drains or on the curb next to the storm drain with adhesive supplied with the medallions. Comm. Otto noted some of the storm drains in the City have the wording "No Dumping Drains to River" cast into the metal drains. The subject of storm drain stenciling was brought up by America in Bloom (AIB) judges during their visit to the City in July. Comm. Otto explained the medallions are generally made from plastic, aluminum or brass at a cost of \$4 - \$7 each. Comm. Blaine added that educating the public on where storm drain water drains would be an important part of this initiative. Mr. Reineking suggested the NRC may consider posting a short article on the City's website and/or blog with a link to additional information about the storm drain placards. Comm. Myers suggested using a diagram of the storm sewer system so residents can see where the water actually goes. Chair. Grathoff summarized by requesting the City obtain cost information including installation for 50 – 100 storm drain placards to determine if this would be budgetable or if a grant should be pursued. In the meantime, the NRC can utilize its social media presence for storm drain education.

C. Social Media Presence Memorandum of Understanding

Mr. Reineking explained the content of NRC's Facebook page is required to adhere to certain standards based on the "Memorandum of Understanding, The City of St. Charles and St. Charles Boards and Commissions, Maintaining a Board or Commission Social Media

Presence." The NRC is the first City Commission to utilize social media. The City's Communications Division Manager is the administrator of the NRC's Facebook page, but any member of the NRC may have editing rights within the parameters of the above-referenced memo. Several Commissioners have photos to post. Chair. Grathoff requested a link to the NRC's Facebook page from the City's website; Mr. Reineking will find out how this is handled. A copy of the memo of understanding is attached to and made a part of these minutes.

4. New Business

A. Urban Forestry Management Plan Review

The following amendments will be made:

- Wording with the [former] Tree Commission will be amended to reflect the Natural Resources Commission.
- Reference and links to the Morton Arboretum website with regard to recommended trees species for planting by residents will be included in the Plan and on the NRC's Facebook page.

Comm. Nagy requested clarification and provided suggestions regarding:

- Mulching timing, completion City-wide, ongoing mulching.
- Preservation of private trees in construction zones Mr. Reineking confirmed this is accurate and set forth in City Code.
- Invasive trees versus recommended tree species and the number of these types of trees to be planted in the City specifically Callery Pear trees, Amur Cork trees, Mountain Ash trees and Fringe trees.
- Amend to include revised OSHA standards that require electric line clearing and arboriculture certifications for work done by arborists and contractors.

Chair Grathoff requested the inclusion of photos taken by Graf Tree Care into the Plan.

Chair. Grathoff noted none of the amendments to the UFMP are substantive as to require review or approval by City Council and/or Government Services Committee.

B. Retention Pond Clean-Up

Comm. Otto explained this topic is also related to AIB's visit to the City. The site at the southwest corner of Route 38 and Randall Road is the location of a future Wahlburgers restaurant. There is a retention pond at this location that needs clean-up as there are overgrown reeds, the seeds of which are a concern as they may be drawn into the adjacent storm drains; stigmite plants and buckthorn are also overgrown.

Comm. Duerr expressed concern regarding adherence to City Code with regard to storm water retention. Mr. Reineking noted the development plans were approved by City Council; the restaurant building will be on the west side of the pond facing east toward Randall Road. Comm. Duerr stated the owner of the land should be responsible for pond clean-up. Comm. Brens suggested the NRC's role could be advisory to the property owners with regard to pond clean-up. Comm. Otto asked if the City has any jurisdiction in terms of requiring clean-up of the retention pond. Mr. Reineking explained the City's Community Development was involved in the project. Chair. Grathoff and Comm. Duerr noted the City's construction permitting process will include stormwater management, etc., and the City's Building and Code Enforcement Division will ensure the project adheres to City Code standards.

Comm. Otto restated there appears to be an opportunity for the NRC to ensure the retention pond area is cleaned-up and the right mix of plants are included in the plantings around the pond. Mr. Reineking will contact the City's Community Development Department to obtain additional information on the formal plans for the retention pond in connection with the restaurant project. This topic will be further discussed at the October NRC meeting.

5. Committee Reports

A. Education Committee

Comm. Myers reported she and Comm. Haggas attended a presentation regarding bioreactors; a copy of informational materials was distributed to all present. The Kane County Farm Bureau is interested in nutrient loss reduction, specifically nitrate loss. A bioreactor was installed on Silver Glen Road, and processes water through wood chips to retain nutrients. The bioreactor requires gravity, not electricity, and is buried underground so no crop acreage is lost. A copy of the informational materials are attached to and made a part of these minutes.

In connection with the City's solar plant, Comm. Myers provided information on a type of no-maintenance landscape grass specifically for solar plants called "solar farm mix." Perhaps these grasses can be included with the City's landscaping around the solar plant. The Kane County chapter of Pheasants Forever may be willing to partner with the NRC on a possible initiative for solar landscaping.

B. Langum Woods Clean-Up Committee

Comm. Otto – no information reported.

6. Public Services Division Tree Activity Reports July 2018

Motion by Comm. Nagy to approve the Public Services Division Tree Activity Reports and place into the public record, second by Comm. Brens. Voice vote: unanimous; nays – none. Motion carried at 8:06 p.m.

7. Additional Items

A. Commissioners

Comm. Hauser commented on the importance of milkweed in relation to the monarch butterfly. Comm. Blaine noted there will be a monarchs and milkweed event held by the Forest Preserve District of Kane County on June 2, 2019.

Comm. Goudreau informed the NRC there will be a green fair at the DuPage County fairgrounds this weekend, which will include monarch information, an enviroscape watershed model and a recycling event.

Comm. Blaine shared information and recommended a book entitled *The American Canopy* – *Trees, Forests and the Making of a Nation*. Comm. Blaine will give a talk on this book in November at the Batavia Public Library.

Comm. Nagy shared information on the second annual Impact Conference on Building Sustainable Landscapes. The event will be held October 16, 2018, at the Chicago Botanic Garden.

Comm. Brens shared information on an upcoming St. Charles History Museum event, Grave Reminders, which will be held October 6, 2018.

The NRC thanked Mr. Craft for the removal work and tree trimming recently completed.

B. City Staff

None.

8.

AdjournmentMotion by Comm. Brens to adjourn the meeting, second by Comm. Myers. Voice vote: unanimous; nays – none. Motion carried at 8:12 p.m.

	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 3.d						
A CO	Title:		osphorus Rer date – Inforn	noval and Digest	er Imp	rovements Proj	ect
ST. CHARLES	Presenter:	Tim	Wilson	_			
Meeting: Governm	ent Services	Con	nmittee	Date: Novembe	er 26, 20	18	
Proposed Cost: n/a	,		Budgeted Ar	nount: n/a		Not Budgeted:	
Executive Summa	ry (if not bu	dgete	d please expla	in):			
to provide the Cour	ncil Commit	tee an	update on the			·	
				ble at each of the Go that the Council Co			nittee
A 44 1 4 4 7	1: \(\(\)						
Attachments (plea	se list):						
* Information only	project repo	rt					
Recommendation/	Suggested A	Actio	n (briefly explo	uin):			
None							

Phosphorus Removal and Digester Improvements Project

November 2018
Construction Update Report

Construction Update

- Construction Contractor: IHC Construction Companies
- Project Schedule:
 - Commence Construction : September 27, 2017
 - Chemical Feed System Online : June 1, 2018
 - Substantial Completion : April 3, 2019
 - Final Completion : May 3, 2019
- Construction Contract : \$13,294,896
- Approved Contract Change Orders : \$7,954.43
- Pending Contract Change Order : \$10,102.25
- Amount Billed to Date : \$9,957,376
- Construction Percent Billed :70 %

Construction Update

Current Construction Activity

- North Anaerobic Digester
- AD Control Building
- Digested Sludge Tank
- Fermenter
- IR Pump Station
- Chemical Storage Building
- Blowers
- Biological Aeration Tanks
- Underground Piping



Construction Update Topic #1

North Digester Paint Coating and Steel Inspections

– Concern:

 The third party review of the North digester included the internal coating and steel inspections. The preliminary report was completed 10.10.2018. The report provided some recommendations on the coating replacement and steel repairs.

– Impacts:

- Review third party recommendation determine scope that is included in the contract and new scope work to be completed by contractor
- Contractor will provide estimates for any changes in scope
- Overall project schedule will be reviewed

– Solution:

- Contractor is currently sand blasting the inside of the tank so all parties can see the needed repairs
- Awaiting on sand blasting to determine what is included in the contract vs new scope
- Awaiting on contractor to provide cost and schedule impacts

– Council Action:

None

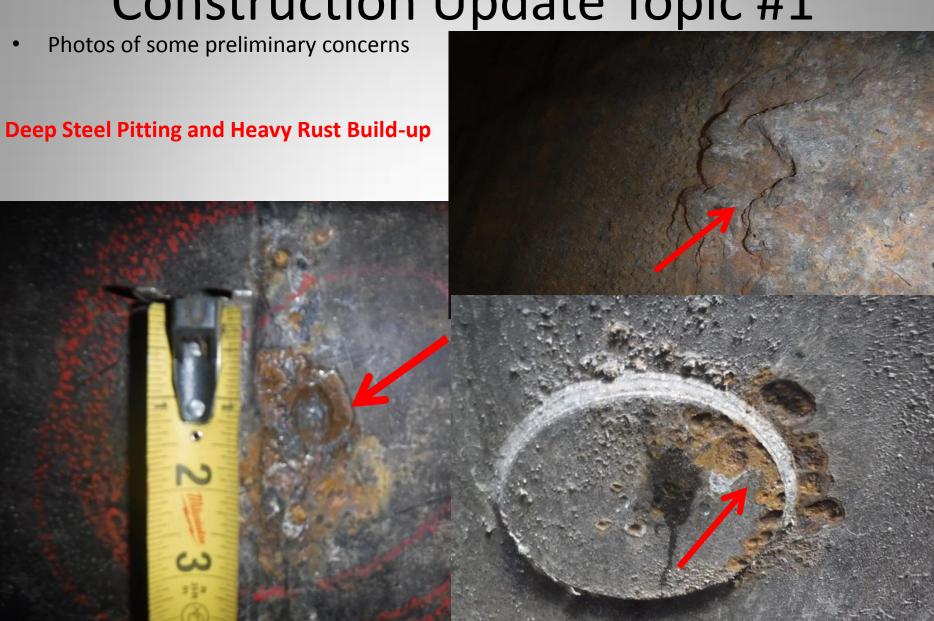
Construction Update Topic #1

Photos of some preliminary concerns

I-Beam holes in effluent box



Construction Update Topic #1



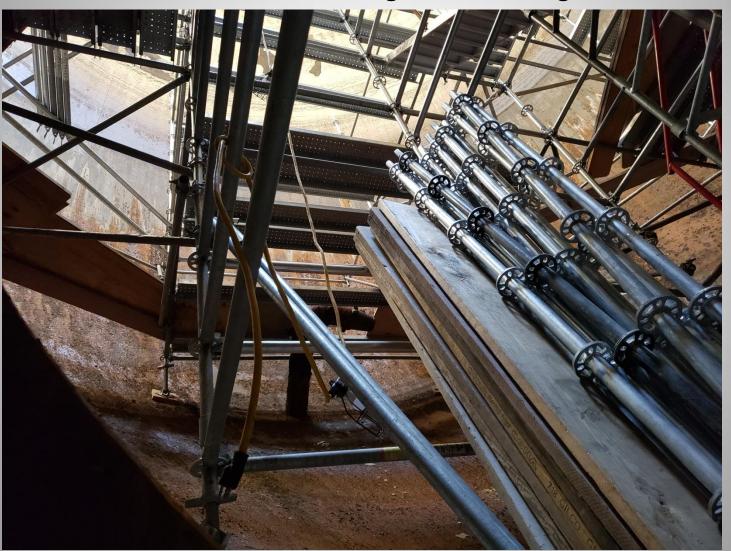
North Anaerobic Digester

Removal of the roof on the digester; Scaffolding being assembled in tank



North Anaerobic Digester

Has been drained and working on scaffolding installation



Digesters

Stairs and Platforms



Digester Stair Tower & Walkway

Sandblasting and final coating

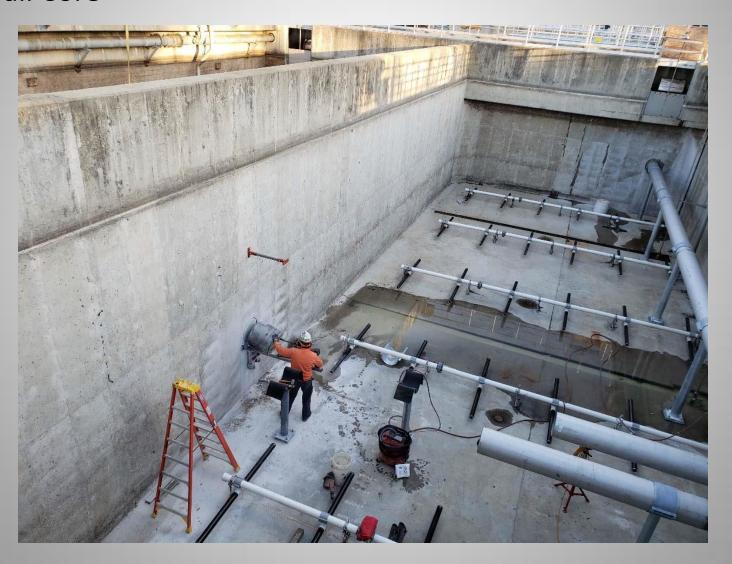


Upper Aeration Tanks

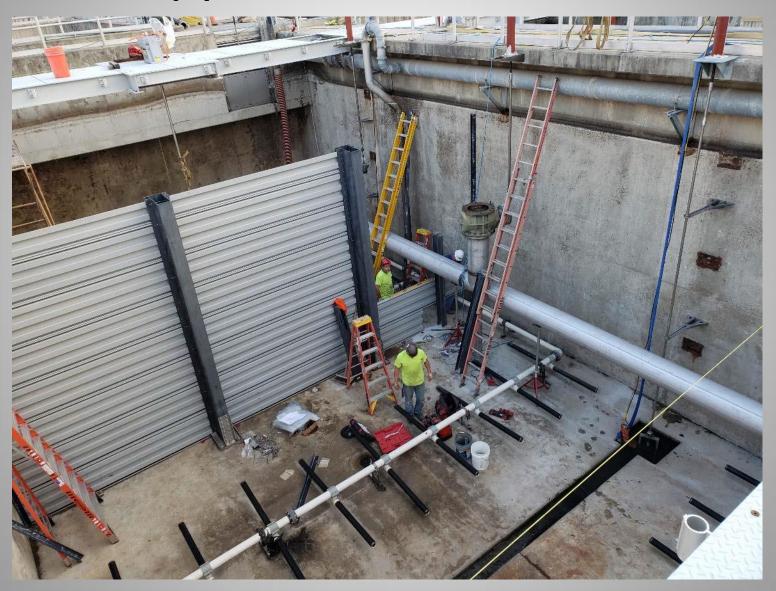


Upper Aeration Tanks

Wall Core



Upper Aeration Tanks



Site Work

Curbs and Sidewalks



Sludge Storage Tank





Blower Building

Wiring of Motor Controls



Site Page

- Phosphorus Removal & Digester Improvements Project Page-
 - https://www.stcharlesil.gov/projects/2017 phosphorus-removal-and-digester-improvements

	AGEND	A IT	EM EXECUTIVE SUMMARY	Agen	da Item number:	*5.a			
	Title:	Pres	Presentation of Proposed 2019 MFT Street Program						
ST. CHARLES	Presenter:	Ken	Jay						
Meeting: Governm	ent Services	Com	mittee Date: November	26, 20)18				
Proposed Cost: n/a			Budgeted Amount: \$1,420,000		Not Budgeted:				

Executive Summary (if not budgeted please explain):

The following roadways are being recommended for resurfacing in 2019 as part of the City's MFT Street Rehab Program, pending approval in the FY 19/20 fiscal year budget. The locations are also shown on the attached location map.

MFT STREET PROGRAM

	Roadway	From	To	Improvements
1	Cedar Avenue	N. Riverside Avenue	N. 5 th Avenue	Resurfacing
2	Deville Lane	Picasso Drive	St. Germain Place	Resurfacing
3	Fieldgate Road	Foxfield Road	E. Main Street	Resurfacing
4	Gray Street	West End/S. 12 th St.	S. 6 th Street	Resurfacing
5	Illinois Street	S. 1 st Street	Illinois Bridge	Resurfacing
6	Majestic Oaks Drive	E. Francis Circle	Queen Elizabeth Lane	Resurfacing
7	Meadow View Drive	Red Gate Road	N. Meadow View Drive	Resurfacing
8	Moody Street	S. 4 th Street	S. 3 rd Street	Reconstruction
9	N. Meadow View Drive	Meadow View Drive	Prairie Crossing Drive	Resurfacing
10	S. 11 th Street	Oak Street	Prairie Street	Resurfacing
11	State Avenue	N. Riverside Avenue	N. 2 nd Avenue	Resurfacing

All improvement locations will include repairs to sidewalks, curbs, driveways and utilities, as well as replacement of pavement markings and landscape restoration. Resurfacing improvements will typically include removal of the top layer of pavement surface and replacement with a new driving surface. Moody Street will have the entire concrete pavement section removed and be replaced with a new asphalt pavement section. A total of 2.49 miles of roadway are proposed to be improved. All work will be funded through Motor Fuel Tax (MFT) funds and associated utility funds.

Attachments	(pl	lease	list)	:
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*Location Map

Recommendation/Suggested Action (briefly explain):

For information only

	AGEND	A IT	EM EXECUTIVE SUMMARY	Agen	da Item number:	*5.b
ST. CHARLES SINCE 1834	Title:	Recommendation to approve a Design Engineering Agreement with WBK Engineering, LLC for the and Delnor Avenues Project				
SIN C E 1834	Presenter:	Ken	Jay			
Meeting: Govern	ment Services	Com	mittee Date: Novembe	r 26, 20)18	
Proposed Cost: \$	139,185		Budgeted Amount: \$158,000.00		Not Budgeted:	
Executive Summ	ary (if not but	dgete	d please explain):			
and portions of Do Pottawatomie Par The existing road	elnor Avenue k, creating a v way width and	(see a ery d l geon	ade the roadway and utility infrastructached location map). This neight esirable location with some newer metry is non-standard and has deverges and retain the character of the	borhoo homes cloped o	od backs up to with large footpr over the years to s	ints.
construction opera conditions, staff for	ations and honelt it would be	neow	n terms of the existing conditions, ner access during construction. Do appropriate to kick-off the projection a full scale design. The City	ue to so t with a	ome of these unique formal concept	ie

Staff recommends awarding final engineering services to WBK Engineering, LLC. of St. Charles. WBK Engineering provided full engineering design qualifications during the concept phase consultant selection process and is distinctively positioned to assist the City with this project due to their professional relationship with the St. Charles Park District.

The final engineering design services contract is on a fixed fee basis, in an amount not to exceed \$139,185.

concept study and is preparing to begin final engineering design, which will include pavement reconstruction, full sanitary sewer and water main replacements as well as minor storm sewer

Attachments (please list):

* Location Map

improvements.

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Design Engineering Agreement with WBK Engineering, LLC for the North 2nd and Delnor Avenues Project in the amount of \$139,185.



	AGENDA ITEM EXECUTIVE SUMMARY			IMARY	Agenda Item number: *5.c				
Recommendation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green, Inc. for Foundation to approve a Design Agreement with HR Green and Inc. for Foundation to approve a Design Agreement with HR Green and Inc. for Foundation to approve a Design Agreement with HR Green and Inc. for Foundation to approve a Design Agreement with HR Green and Inc. for Foundation to approve a Design Agreement with HR Green and Inc. for Foundation to approve a Design Agreement with HR Green and Inc. for Foundation to approve a Design Agreement with HR Green and Inc. for Foundation to approve a Design Agreement with HR Green and Inc. for Fou									
S I N C E 1834	Presenter:	Ken Jay							
Meeting: Government Services Committee Date: November 26, 2018									
Proposed Cost: \$369,576			Budgeted Amount: \$	100,000		Not Budgeted:			

At the November 5th, 2018 City Council Meeting, the City approved acceptance of a \$1,210,600 IEPA Section 319 Grant for the first phase of the 7th Avenue Creek project, which spans from Washington Avenue to S. 10th Avenue. Phase 1 will include property acquisition, removal of a portion of S. 9th Avenue, re-establishment of a meandering creek with a buffer of native plantings, a park-like setting with walking path, replacement of storm culverts underneath Illinois Avenue, Indiana Avenue and South Avenue, and lowering of the 100-year floodplain within the project limits.

With the IEPA grant agreement in place, staff recommends commencing engineering design and permitting for Phase 1, which will begin immediately and span three fiscal years. Upon approval of the design engineering agreement, staff anticipates approving \$95,025 of the contract at this time, with the remaining funds being separately budgeted in subsequent fiscal years, as outlined in the following table (with grant reimbursements shown for additional information):

Design Engineering Costs and Grant Reimbursement

	FY 18/19		FY 19/20		FY 20/21	
Design Engineering	\$	95,025	\$	218,060	\$	56,490.80
Grant						
Reimbursement	\$	(24,540)	\$	(58,897)	\$	(261,932)

(FY 20/21 Grant Reimbursement includes Construction Costs)

Staff recommends awarding final engineering services to HR Green, Inc. of McHenry, IL. HR Green was selected upon the origination of the 7th Avenue Creek project and has inherent knowledge and understanding of the project due to the engineering efforts required to create hydraulic models of the watershed, assist with the watershed master plan and development of the concept plan for improvements along 7th Avenue Creek from Tyler Road to the Fox River.

The final engineering design services contract is on a fixed fee basis, in an amount not to exceed \$369,576.*

*Funds above and beyond the \$100,000 budgeted in fiscal year 18/19 are subject to budget allocation approvals for fiscal years 19/20 and 20/21 as outlined in the chart above.

Attachments (please list):

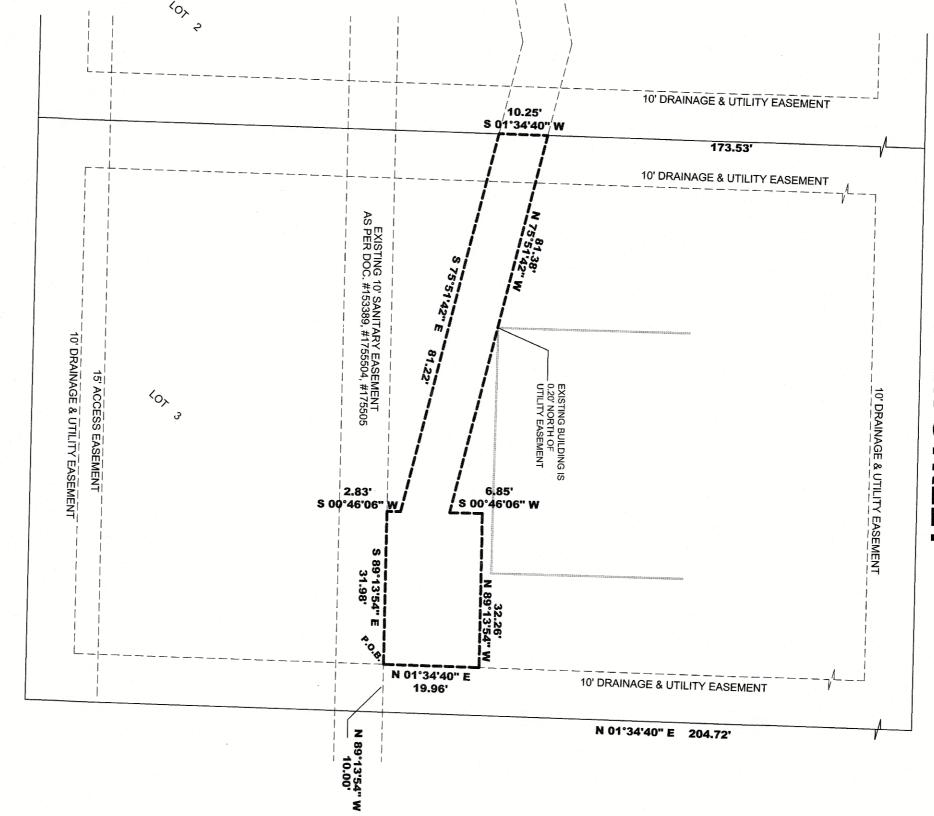
None

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Design Engineering Agreement with HR Green, Inc. for Phase 1 of the 7th Avenue Creek project in the amount of \$369,576.

	AGEND	Agenda Item number: *	5.d					
	Title:		Recommendation to Approve Easement from Rookies at 545 W. Main Street					
ST. CHARLES	Presenter:	Ton	n Bruhl					
Meeting: Governm	ent Services	Con	mittee Date: November	26, 2018				
Proposed Cost: \$0			Budgeted Amount: \$0	Not Budgeted:				
Executive Summa	ry (if not bu	dgete	d please explain):					
Rookies and the ad City Staff worked v	jacent buildi with the own er; which all	ng to er of	ey Shopping Center, the existing el the east were overlooked and not p Rookies to obtain easement rights f the City to combine this system in v	rotected by any easement or the existing undergrou	i. ind			
Attachments (plea	se list):							
* Plat of Easement								
Recommendation	Suggested A	Action	n (briefly explain):					
Recommendation to Main Street (Rooki		Mayo	or and City Clerk to Execute Electri	c Utility Easement at 154	5 W.			

MAZ 5 -R М



STATE OF ILLINOIS S.S.

WE, DALE FLOYD LAND SURVEYING L.L.C., A PROFESSIONAL DESIGN FIRM, LICENSE NO. 184-007094 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

GENEVA. ILLINOIS 10-12 A.D. 2018



ILLINOIS PROFESSIONAL LAND SURVEYOR

License expiration date 11-30-2018

REVISED 10-12-2018: ELEC. DEPT. COMMENTS REVISED 10-3-2018: ELEC. DEPT. COMMENTS

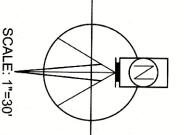
218-7 ROOKIES EASEMENT

PREPARED FOR

CITY OF ST. CHARLES

PLAT 9 U EASEMENT

DALE FLOYD LAN 2600 KESLING GENEVA, I PHONE:630-232-7 E-MAIL: DFLS (AND SURVEYING L.L.C.
NGER ROAD SUITE A
A, ILLINOIS 60134
-7705 FAX:630-232-7725
S @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 R 1 Building Group, LLC (hereinafter referred to as "CORPORATION") 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").

WITNESSED: That CORPORATION 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 transformers, cables, communication lines and equipment, 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 CORPORATION for shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights.

UBLIC UTILITY EASEMENT ON THAT PART OF LOT 3 IN VALLEY SHOPPING CENTER RESUBDIVISION, BEING A ESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 28 AND PART OF THE NORTHWEST UARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE ITY OF ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2018 AS DOCUMENT NUMBER 318K016459, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE OUTH 1° 34' 40" WEST ALONG THE EAST LINE OF LOT 3, TO THE NORTH LINE OF AN EASEMENT HERETOFORE ECORDED AS DOCUMENT NUMBERS 163389, 1755504, 1755505, 204.72 FEET; THENCE NORTH 89° 13' 54" WEST LONG SAID EASEMENT, 10.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 1° 34' 40" EAST 20.00 FEET; HENCE NORTH 89° 13' 59" WEST 32.06 FEET; THENCE SOUTH 0° 46' 06" WEST 6.90 FEET; HENCE NORTH 89° 13' 59" WEST LINE OF SAID LOT 3, 81.38 FEET; THENCE SOUTH 1° 34' 40" WEST, ALONG THE WEST LINE OF SAID EXISTING EASEMENT, 2.83 FEET; THENCE SOUTH 89° 13' 54" EAST, ALONG THE NORTH LINE OF SAID EXISTING EASEMENT, 2.83 FEET; THENCE SOUTH 89° 13' 54" EAST, ALONG THE NORTH LINE F SAID EASEMENT, 31.98 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, LINOIS. THE EXISTING BUILDINGS LOCATION, AS OF TODAY, IS 0.20' NORTH OF SAID UTILITY EASEMENT.

Property is commonly known as: 45 W. MAIN STREET

20 10

R 1 BUILDING GROUP, LLC

NAME OF

CORPORATION R 1 BUILDING GROUP, LLC

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 personally known to me to be the President of the Corporation personally known to me to be the Secretary of be the same persons whose names are subscribed to the f person and severally acknowledge that as such President be the Secretary of said corporation, and personally known to me to subscribed to the foregoing instrument, appeared before me this day in as such President of said seal of said corporation to be affixed thereto, pursuant to so of said corporation as their free and transparent to said corporation as their free and set and deed of said corporation, for the uses and purposes therein HARRY B. KARAS, President R 1 BUILDING GROUP, LLC

Given under my hand and 25k _day of_ 20

NOTARY PUBLIC traven 60 Che Co

OFFICIAL SEAL
ANOUSONE S EAKIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/28/20

CONSENT OF MORTGAGEE

TBK 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 July 2, 2018 and recorded July 6, 2018 as Document No. 2018K032492 made by R 1 Building Group, LLC to secure a note for \$900,000.00, this 251 day of 2018 PC _____, 2018.

ATTEST: Muhalle 2

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public within and for said county certify that

Michkal Shown _ respectively, of TBK Bank, who is personally

Notary Public TOURSE 7 Ede

STATE OF ILLINOIS) OFFICIAL SEAL
ANOUSONE S EAKIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/28/20

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 Charles Amenta 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
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CITY CLERK

) SS COUNTY OF KANE)

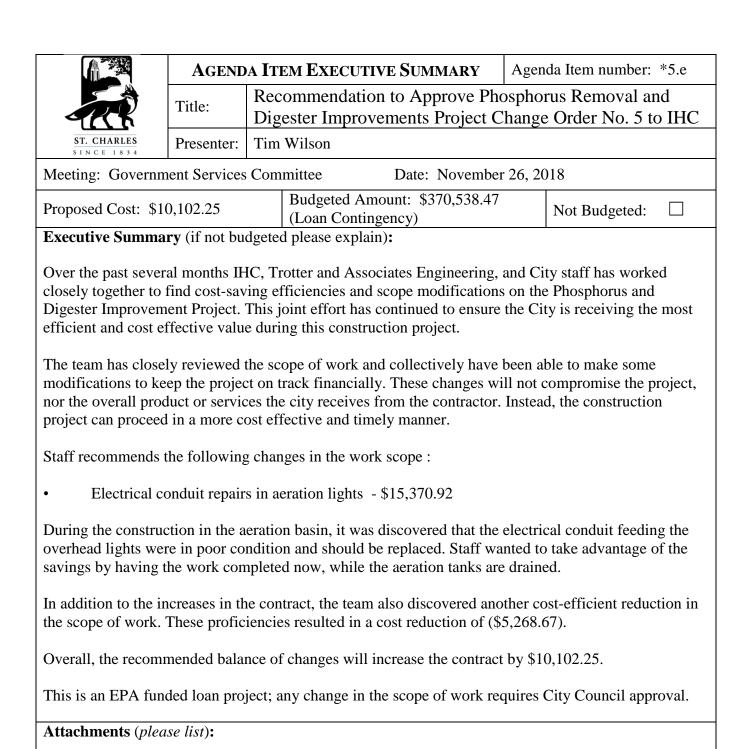
STATE OF ILLINOIS)

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 Charles Amenta 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. Charles Amenta

Given under my hand and seal this	
day of	
20	
•	

NOTARY PUBLIC



* Change Order No. 5

Recommendation/Suggested Action (briefly explain):

Recommendation to Award Change Order No. 5 to IHC in the amount of \$10,102.25.

CHANGE ORDER NO. 5

Date:	November 8, 2018	Dat	te of Ag	Agreement: September 25, 2017			
Project:	City of St. Charles 2017 Phosphorus Removal and Digester Improvements						
Job Number:	STC-100						
Owner:	xecutive I	nstruction Companies, LLC secutive Drive Ilinois 60123					
_	g changes are hereby made to the Modification Request (CMR) #				S: Work associated		
Justification:	See attached CMR's.						
Original Con Amount of Pr Current Cont Change in Co Contract Pric Original Con Previous Cha Current Cont	530 56 586	\$13,294,896.00 \$7,954.43 \$13,302,850.43 \$10,102.25 \$13,312,952.68 Calendar Days Calendar Days Calendar Days					
	ontract Time Due to this Change e Including this Change Order	e Order		0 586	Calendar Days Calendar Days		
Approvals:							
Requested by:		Recommended		7' 3 \$7'1			
	Jerry Ruth, P.E. Project Engineer Trotter and Associates, Inc.		F	Tim Wilso Environme Manager City of St.	ental Services		
Ordered by:	Hon. Raymond Rogina Mayor City of St. Charles	Accepted	E P	Brian Raus Project Ma HC Const LLC			



AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: *5.f Recommendation to Award the Bid for the Dunham Road Force Main Replacement Project Presenter: Tim Wilson

Meeting: Government Services Committee Date: November 26, 2018

Proposed Cost: \$532,676 Budgeted Amount: \$700,000 Not Budgeted:

Executive Summary (if not budgeted please explain):

The Dunham Road Sanitary Sewer Force Main has experienced 3 pipe line breaks due to pipe corrosion over the last three years. The force main starts at Royal Fox Lift Station #2 near Muirfield Ct and runs south crossing Dunham Road to the east. The main then transitions to a gravity line in front of St. Charles East High School. In this year's approved budget the City has planned the full replacement of this force main.

The City received bids on Tuesday, October 23rd, 2018 in accordance with the advertisement for bids. Three bids were received for the project and these bids were opened and read aloud in Council Chambers. The following is a tabulation of the bids received:

Company	Base Bid Amount	Alternate Bid Amount
Mid-America Underground, LLC	541,816.00	532,676.00
IHC Construction Companies, LLC	797,770.00	768,880.00
Archon Construction Company, Inc.	799,330.00	746,480.00

Mid-America Underground, LLC (MAU) of Aurora, Illinois is the low bidder. The project engineer and staff have reviewed the bidding documents and required certifications and confirmed that MAU has provided a complete bid package. Staff also requested MAU to confirm their bid amount, which they did. MAU also provided a list of municipal references, in which staff checked and confirmed the work quality.

Staff recommends that the council award the contract to the low bidder of Mid-America Underground, LLC for the alternate bid amount of \$532,676.

Attachments (please list):

* Project Site Map * MAU References

Recommendation/Suggested Action (briefly explain):

Recommendation to Award the Bid for Construction of the Dunham Road Force Main Replacement to Mid-American Underground in the amount of \$532,676.



Dunham Road Sanitary Force Main Replace

Construction Easement Exhibit



November 9th, 2018

Trotter & Associates, Inc. Engineers & Surveyors 40w201 Wasco Road, Suite D Saint Charles, IL 60175

RE: STC111- Municipal References

Dear Mr. Jerry Ruth, P.E.,

We respectfully submit the following Horizontal Directional Drill references for your review:

8" - 14" Diameter

- 430' of 8" Steel petroleum pipeline, Archer Avenue, Lemont, IL for BP Amoco Pipeline
- 600' of 8" Steel petroleum pipeline, Calumet Avenue, IN for Buckeye Partners
- 730' of 8" Steel petroleum pipeline, Boat Yard, IN, for Buckeye Partners
- 300' of 8" Steel petroleum pipeline, West of Boat Yard, IN for Buckeye Partners
- 300' of 8" Steel petroleum pipeline, Railroad Tracks East of Torrence Avenue, IN for Buckeye Partners
- 355' of 8" Steel petroleum pipeline, Torrence Avenue, IN for Buckeye Partners
- 300' of 8" Steel petroleum pipeline, Between Calumet Avenue & 213th Street, IN for Buckeye Partners
- 800' of 8" Steel petroleum pipeline, I394 Crossing, IN for Buckeye Partners
- 250' of 8" Steel Petroleum pipeline, East of Cottage Grove RR Spur, IN for Buckeye Partners
- 725' of 8" Steel Petroleum pipeline, 213th Street, IN for Buckeye Partners
- 430' of 8" Steel petroleum pipeline, Archer Avenue, Lemont, IL for BP Amoco
- 1,150' of 10" Steel petroleum pipeline in rock, DuPage River, Shorewood, IL for BP Amoco
- 1,100' of 12" Steel natural gas in rock, Belvidere, IL for NiCor
- 467' of 12"DIP, 16" Bell, Restrained Joint DIP Water main, Homer Glen, IL for Illinois America Water
- 300' of 12" HDPE, on grade sanitary, Oak Brook, IL for Flagg Creek Sanitary District
- 1,740' of 14" Steel petroleum pipeline, silty sandy clay, Hammond, IN for BP Amoco
- 1,550' of 14" Steel petroleum pipeline, silty sandy clay, Hammond, IN for BP Amoco
- 926' of 14" Steel Pipeline in rock, Schuylkill River, Chester County, PA for NiSource
- 15" 30" Diameter
- 2,307' of 20" Steel petroleum pipeline in rock, Fox River LaSalle County, IL for Enbridge Energy



- 2,270' of 20" Steel petroleum pipeline in rock, Turtle Creek, WI for Enbridge Energy
- 2,400' of 20" Steel petroleum pipeline in Rock Illinois River, LaSalle County, IL for Enbridge Energy
- 1,750' of 22" Steel Petroleum pipeline in cobble, Mississinewa River, IN for Panhandle Eastern Pipeline
- 850' of 24" RJDIP, 32.54" O.D., Water main, Homer Glen, IL for Illinois America Water
- 1,656' of 28" Steel Petroleum Pipeline in gneiss rock, Pirai River, Brazil for Petrobras
- 1,312' of 28" Steel Petroleum Pipeline in gneiss rock Guandu River, Brazil for Petrobras
- 1,656' of 28" Steel Petroleum Pipeline in gneiss rock Ribeirao das Lajes River, Brazil for Petrobras
- 1,524' of 24" RJDIP, 32" O.D., in rock, Dunkard, PA, for Gen Power/AMD Reclamation
- 1,150 of 30" DIPS HDPE in rock, Water Main, City of Alsip, IL
- 550' of 16" HDPE on grade Sanitary sewer, Spring Valley, IL

For information on specific project details, you may call Jim Fucilla 630-392-6341 at Illinois American Water. We have teamed with Airy's on numerous water/sewer HDD projects from 8" to 24".

Additionally, you may speak to Gary Drikow 314-533-2200 with DEI. We completed a 1150' rock HDD of 30" for Alsip, IL. We were the prime.

We have successfully completed a HDD of 2,351 of (1) 16" and (1) 6" HDPE Force main for the City of McHenry, IL, however our contact at time of install could not be reached. I believe the current PW Director would have details as to the installation.

Sincerely,

James Sparks Vice President

	AGEND	A IT	EM EXECUTIVE SUMMARY	Agen	Agenda Item number: *5.g			
ST. CHARLES	Title:	Eng	Recommendation to Award Proposal for Construction Engineering Contract for Dunham Road Force Main Replacement					
SIN C E 1834	Presenter:	Tim	Tim Wilson					
Meeting: Governm	Meeting: Government Services Committee Date: November 26, 2018							
Proposed Cost: \$63,000			Budgeted Amount: \$90,000		Not Budgeted:			
Executive Summary (if not budgeted please explain):								

The Dunham Road Sanitary Sewer Force Main has experienced three pipe line breaks due to pipe corrosion over the last three years. The force main starts at Royal Fox Lift Station #2 near Muirfield Court and runs south, crossing Dunham Road to the east. The main then transitions to a gravity line in front of St. Charles East High School.

A complete evaluation of the force main was conducted in August 2016 by Crawford, Murphy and Tilly (CMT). The study listed several options for maintenance and replacement of the force main. Due to the cost and the expected life of each option, it was determined a full line replacement was the most cost efficient solution for the City. The project will abandon approximately 2,800 feet of 8" force main, currently located within the Dunham Road right-of-way.

In September 2017, the City conducted an RFP for the engineering of this project. The City received six responses for the project. The proposals submitted were equal in scope of work and met all the criteria of the project timeline. Upon review, Trotter and Associates submitted the lowest proposal for the project. The services provided in this portion of the project will be construction contract documents, project management and construction oversite.

Attachments (please list):

* Trotter and Associates Proposal

Recommendation/Suggested Action (briefly explain):

Recommendation to award the Proposal for Construction Engineering for the Dunham Road Force Main Replacement to Trotter and Associates in an amount not to exceed \$63,000.



October 4, 2018

Honorable Raymond Rogina Mayor of St. Charles City of St. Charles 2 E. Main Street St. Charles, Illinois 60174

Re: Dunham Road Sanitary Force Main Replacement Project

Professional Services Agreement

Dear Mayor Rogina:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Jerry Ruth, P.E. Project Engineer

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October 4, 2018

Honorable Raymond Rogina Mayor of St. Charles City of St. Charles 2 E. Main Street St. Charles, Illinois 60174

Re: Dunham Road Sanitary Force Main Replacement Project

Professional Services Letter, Agreement and Exhibits

Dear Mayor Rogina,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the City of St. Charles, IL (CLIENT) for the Dunham Road Sanitary Force Main Replacement Project (hereinafter referred to as the "PROJECT").

Project Background

In 2011, Trotter and Associates, Inc. completed a Facility Plan Update which included a summary of the City's wastewater infrastructure, including the sixteen lift stations. In the 2011 Facility Plan Update, Royal Fox Lift Stations I and II were recommended for future rehabilitation or replacement due to their declining condition. In May of 2012, the City requested further evaluation of the existing infrastructure, more specifically Royal Fox Lift Stations I and II. These lift stations were rehabilitated in 2013 and 2014, respectively.

The service area for Royal Fox Lift Station II contains approximately 1,884 PE and also receives the discharge from Royal Fox Lift Station I. The original lift station was located where the cul-de-sac for Muirfield Court now resides – directly west of the Royal Fox II Lift Station.

Within the last four years, the 8" ductile iron pipe force main from this lift station that runs on the west side of Dunham Road has had several main breaks. Two of these breaks occurred directly west of the back entrance to Wredling Middle School within twenty feet of each other. A third break occurred last July 4th at the entrance to the Norris Cultural Arts Center. Investigation of the pipe completed by the City in 2016 after the main breaks showed deterioration primarily due to external corrosion.

Project Understanding

The proposed improvements include replacement of the existing force main. The City requested several items to be considered in the design. This list has been included and expanded upon below. Special attention will be given to determining which if any of the alternatives below will be implemented in design:

1. Replace all or portions of the force main using directional drilling. This would involve use of a low disturbance means of replacing the force main. TAI has utilized this technology for small-diameter services, gas lines, water mains and force mains using this approach. This method would be desirable for the road crossings on Dunham Road, Fox Chase and Dunham Place / Fighting Saint Lane, as well as in areas of the right-of-way where existing utilities or trees would make an open-cut installation difficult. *TAI will pre-qualify contractors for this work if it is determined to be the best method of construction.*

- 2. Extend the length of the force main to a different receiving manhole. In discussions with City staff, the current receiving manhole conveys flow to a 12" sewer that is flat or back-pitched. This causes the gravity lines that flow into the manhole to surcharge, namely the sewer from the St. Charles East High School to the east. *TAI will extend the force main south to alleviate this issue*.
- 3. Modify the route of the force main to stay mostly on the east side of the roadway within a new utility easement from the St. Charles Community School District 303. *This was incorporated into the design*.
- 4. Add clean-out structures along the force main. The City has issues with not being able to clean this force main, and ideally would have a clean-out every 500-600 feet of the force main. The addition of clean-outs to the force main will increase capital costs but provide the City the ability to maintain this asset. *This was incorporated into the design*.
- 5. Avoid bypass pumping entirely. The design team recognizes that the City is requesting a bypass pumping plan in this proposal. Bypass pumping is expensive, especially if it must be in place and monitored for an extended period of time. In our experience with this lift station, the system may be bypassed using vacuum trucks in rotation between the lift station wet well and the downstream manhole. The existing force main may be removed south of the new force main, turned up and provided with a flanged connection. This could be utilized during the transition to the new force main with the existing lift station pumps. This was incorporated into the design.
- 6. Running adjacent to the active DIP force main is an abandoned 8" PVC force main that has been partially investigated by the City. 1,800 linear feet has been televised from just north of Dunham Place to the north side of Fox Chase. The investigation determined that this segment of the abandoned force main is in excellent shape and could be considered for incorporation into this design. However, this would leave the force main on the west side where there are a number of issues such as natural gas, trees, and very little space for maintenance and was therefore not utilized.

Project Schedule

The City and TAI are currently in the final design / permitting phase. The IEPA acknowledged receipt of the application for permit to construct on July 25th, 2018. TAI anticipates receiving this permit and advertising for bids at the end of October 2018. Construction is scheduled to commence in January of 2019 and completed in May of 2019.

Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

- 1. Preliminary Engineering Report Completed
- 2. Preparation of IEPA Low Interest Loan Application N/A
- 3. Preliminary Design Phase Completed
- 4. Final Design Phase Completed

5. Bidding and Negotiating Phase - 46 hours

- a. Prepare for review and approval by City, contract agreement forms, general conditions and supplemental general conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- b. Attend a pre-bid meeting with City and prospective bidders.
- c. Respond to questions about bid documents. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- d. Attend bid opening, prepare bid tabulation, and assist the City in reviewing the bids, participate in any negotiations or clarification discussion and awarding contracts.
- e. Furnish and supply drawings and project specification copies as required.

BIDDING AND NEGOTIATING MANPOWER ESTIMATE AND FEE SUMMARY

TASK	QC	PM	EIT	CAD	PLS	sc	TOTAL MANHOURS
Prepare forms		8					8
Attend pre-bid meeting	1	4					5
Respond to questions and issue addenda	1	12		12			25
Attend bid opening, review, recommend award	1	3					4
Furnish drawings and specifications		4					4
TOTAL - PRELIMINARY DESIGN	3	31	0	12	0	0	46

^{*}QC = Scott Trotter; PM = Jerry Ruth; EIT = Elizabeth Bohne; CAD = Gary Cooper or Mike Davison; PLS = James McKenzie, SC = John Pfortmiller

6. Construction Phase – 450 hours

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall

- a. Consult with the City and act as the City's representative during execution of construction.
 - i. Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth at the end of this Exhibit A. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement. If additional field services are required and authorized by the City Administration, Trotter and Associates shall be compensated for the additional services. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
 - Make visits to the Site at intervals appropriate to the various stages of
 construction, as ENGINEER deems necessary, in order to observe as an
 experienced and qualified design professional the progress and quality of
 the Work. Such visits and observations by ENGINEER, and the Resident
 Project Representative, if any, are not intended to be exhaustive or to
 extend to every aspect of Contractor's work in progress or to involve

- detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
- 2. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- ii. Assist the City in the selection of an independent testing laboratory to perform all necessary testing and inspections required during construction.
- iii. Make additional visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as and experienced and qualified design professional the progress and quality of the Work.
- b. Project coordination and management:
 - i. Prepare and participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - ii. Recommend to the City, if necessary, that Contractor's work be disapproved and rejected while it is in progress.
 - iii. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.

- iv. Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
- v. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- vi. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- vii. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
- viii. Provide weekly reports to City staff on status of construction, hours spent on site.
- ix. Schedule and conduct construction meetings every other week during construction phase.
- c. As appropriate, establish baselines and benchmarks for locating the work, which in Engineer's judgment are necessary to enable Contractor to proceed.
- d. Prepare to the City Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

CONSTRUCTION MANPOWER ESTIMATE AND FEE SUMMARY

TASK	QC	PM	EIT	CAD	PLS	sc	TOTAL MANHOURS
Act as City's representative during construction			320				320
Project coordination and management	4	56	42			2	104
Establish baselines and benchmarks						4	4
Prepare record drawings		2	4	8	4	4	22
TOTAL - PRELIMINARY DESIGN	4	58	366	8	4	10	450

^{*}QC = Scott Trotter; PM = Jerry Ruth; EIT = Elizabeth Bohne; CAD = Gary Cooper or Mike Davison; PLS = James McKenzie, SC = John Pfortmiller

7. Contractor's Completion Documents – Not Included

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. The total compensation for services is estimated to be \$30,300.00 based on the following assumed distribution of compensation:

Bidding & Negotiation Phase		\$7,100
Construction Phase		\$55,900
	Not to Exceed:	\$63,000

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges.

The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Reimbursable Expenses. OWNER should budget \$1,000 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated for based on actual cost as a pass-through without mark-up.

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language.

Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

CLIENT:	Trotter and Associates, Inc.:
By:	
Title:	Title:
Effective Date:	Date Signed:
Address for giving notices:	Address for giving notices:
Designated Representative	Designated Representative
Title:	Title:
Phone Number:	Phone Number:
Facsimile Number:	Facsimile Number:
E-Mail Address:	E-Mail Address:
ATTACHMENTS:	
EXHIBT A – STANDARD TERMS AND CONDITIONS	
EXHIBIT B – SCHEDULE OF HOURLY RATES AND I	REIMBURSIBLE EXPENSES



CLIENT Initial	
TAI Initial	

EXHIBIT A - STANDARD TERMS AND CONDITIONS

Table of Contents

ARTICLE 1 - SER	VICES OF ENGINEER	1
1.01	Scope	1
ARTICLE 2 - CLIE	ENT'S RESPONSIBILITIES	1
2.01	General	1
ARTICLE 3 - TIM	ES FOR RENDERING SERVICES	11
3.01	General	11
3.02	Suspension	11
ADTICLE 4 DAY	MENTS TO ENGINEER	12
4.01		12
4.01	Methods of Payment for Services	12
4.02	and Reimbursable Expenses of ENGINEER	
4.02	Other Provisions Concerning Payments	12
ARTICLE 5 - OPIN	JIONS OF COST	12
5.01	Opinions of Probable Construction Cost	12
5.02	Designing to Construction Cost Limit	12
5.03	Opinions of Total Project Costs	12
5.05	Opinions of Total Project Costs	12
ARTICLE 6 - GEN	ERAL CONSIDERATIONS	12
6.01	Standards of Performance	12
6.02	Authorized Project Representatives	13
6.03	Design without Construction Phase Services	13
6.04	Use of Documents	13
6.05	Insurance	14
6.06	Termination	15
6.07	Controlling Law	15
6.08	Successors, Assigns, and Beneficiaries	15
6.09	Dispute Resolution	15
6.10	Hazardous Environmental Condition	15
6.11	Allocation of Risks	16
6.12	Notices	16
6.13	Survival	16
6.14	Severability	16
6.15	Waiver	16
6.16	Headings	16
6.16	Definitions	16

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's

- services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.

- Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation

Exhibit A Standard Terms and Conditions Page 12

provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- For Basic Services. CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- For Additional Services. CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D
- C. For Reimbursable Expenses. CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. Preparation of Invoices. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. Payments Upon Termination.
 - In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

- practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. Legislative Actions. In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

 ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this

Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions

of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

Exhibit A Standard Terms and Conditions Page 14

- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability

a. Each Occurrence: \$1,000,000

2. General Liability

a. Each Occurrence: \$1,000,000 b. General Aggregate: \$2,000,000

3. Excess or Umbrella Liability

a. Each Occurrence: \$5,000,000b. General Aggregate: \$5,000,000

4. Automobile Liability

 Combined Single Limit (Bodily Injury and Property Damage):

Each Accident \$1,000,000

Professional Liability

a. Each Occurrence: \$2,000,000b. General Aggregate: \$2,000,000

- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss

- or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience,
 - By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of

- such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

- 1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
- 2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
- 3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
- In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity

- from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

 Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition) Exhibit A Standard Terms and Conditions Page 1

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CLIENT Initial	
TAI Initial	

EXHIBIT B

SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

2018 Schedule of Hourly Rates

2018 Schedule of Hourly	**Rates will be escalated for Over	ime & Holid	lay Pay to	
Classification	Billing Rate	adjust for Premium Time based on Department of Labor Rules		
Principal Engineer	\$225.00	Note: On January 1 st of each year,	the fees and	l hourly rates
Engineer VIII	\$219.00	may be escalated by an amount not		
Engineer VII	\$193.00	2018 Reimbursabl	e Expense	es
Engineer Level VI	\$183.00	Item	Unit	Unit Price
Engineer Level V	\$158.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer Level IV	\$138.00	1- 249 Sq. Ft.		
Engineer Level III	\$125.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineer Level II	\$113.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer Level I	\$100.00	1000-3999 Sq. Ft.		
Engineering Intern	\$52.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Senior Technician	\$155.00	Mylar Engineering Copies	Each	\$8.00
Technician Level IV	\$138.00	up to 24" by 36"		
Technician Level III	\$125.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Technician Level II	\$109.00	Comb Binding > 120 Sheets	Each	\$4.75
Technician Level I	\$98.00	Comb Binding < 120 Sheets	Each	\$3.50
GIS Specialist III	\$143.00	Binding Strips (Engineering Plans) Each	\$1.00
GIS Specialist II	\$109.00	5 Mil Laminating	Each	\$1.25
GIS Specialist I	\$98.00	Copy 11" x 17"	Each	\$0.50
Clerical Level III	\$88.00	- Color		
Clerical Level II	\$76.00	Copy 11" x 17" - Black and White	Each	\$0.25
Clerical Level I	\$64.00	Copy 8.5" x 11"	Each	\$0.25
Professional Land Surveyor	\$183.00	- Color		
Survey Crew Chief	\$155.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Survey Technician Level II	\$79.00	Recorded Documents	Each	\$25.00
Survey Technician Level I	\$66.00	Plat Research	Tim	e and Material
Department Director	\$183.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Foreman**	\$181.00	Field / Survey Truck	Each Day	\$45.00
Prevailing Wage Survey Worker**	\$176.00	Postage and Freight		Cost
Sub Consultants	Cost Plus 5%	Mileage	Per Mile	Federal Rate

Exhibit B Schedule of Hourly Rates & Reimbursable Expenses Page 2

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CLIENT Initial	
TAI Initial	

EXHIBIT C SUPPLEMENTAL CONDITIONS

None at this time



CLIENT Initial	
TAI Initial	

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CLIENT Initial	
TAI Initial	

EXHIBIT D CONTRACT ADDENDUM

Project Name: Dunham Road Sanitary Force Main Repl	acement
Project No. STC-111E	
Addendum No	
for modification of scope and compensation for the PRO	rporated by reference into the Agreement between CLIENT and ENGINEER OJECT. All other terms and conditions of the original Agreement between act Addendum and shall remain in full force and effect and shall govern the g obligations created by this Contract Addendum.
The contract modifications are described below:	
1.	
2.	
3.	
CONTRACT SUMMARY	
Original Contract Amount	\$
Changes Prior to This Change	\$
Amount of This Change	\$
Amount of This Change	<u> </u>
Revised Contract Amount:	\$
For purposes of expediency, ENGINEER and CLIENT suffice. The original of this Contract Addendum shall be	agree that an executed electronic version of this Contract Addendum shall be returned to ENGINEER after execution.
CLIENT:	Engineer:
CITY OF ST. CHARLES	TROTTER AND ASSOCIATES, INC.
SIGNED:	
TITLE	TITLE

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AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: *5.h	
Title:	Recommendation to Approve Notice of Intent for the South 7 th and Division Avenues Lift Station Construction Project		
Presenter:	Tim Wilson		

Meeting: Government Services Committee Date: November 26, 2018

Proposed Cost: \$642,500 | Budgeted Amount: \$724,000 | Not Budgeted: \square

Executive Summary (if not budgeted please explain):

The Lift Station located at 7th and Division Avenues was originally constructed in 1974 with a wet well/dry well configuration. Since its construction, the dry well has been converted to a second wet well with submersible pumps. The design life for this type of lift station is 25 years. This station has now reached the end of its life and is in need of replacement. The service area is generally bound by Moore Avenue on the north, Division Street on the south, 7th Avenue on the west and Kirk Road on the east.

Funding for the lift station replacement was approved with the Phosphorus and Digester construction EPA low-interest loan. As part of the loan application process, the EPA has pre-approved the funding for this project.

The City received bids on Tuesday, October 23rd, 2018, in accordance with the advertisement for the bids. Five bids were received for the project and these bids were opened and read aloud in the Council Chambers. The following is a tabulation of the bids received:

Company	Base Bid Amount
Marc Kresmery Construction, LLC	\$ 642,500
Cecchin Plumbing & Heating, Inc.	\$ 720,000
V3 Construction Group	\$ 745,000
Martam Construction, Inc.	\$ 805,288
Bolder Contractors, Inc.	\$ 848,430

Marc Kresmery Construction, LLC (MKC) of Elgin, Illinois is the apparent low bidder. Engineering and staff have reviewed the bidding documents and required certifications and confirmed that MKC has provided a complete bid package. Staff requested MKC to confirm their bid amount which they did. MKC also provided a reference list and has completed several successful projects for the City of St. Charles in the past.

As part of the IEPA Loan Program process, the Notice of Intent to Award along with the bid packet will be submitted to IEPA for review. Once the documents are reviewed and approved by IEPA, a Notice of Award and a Notice to Proceed will be issued by City Council at a later date.

Attachments (please list):

* IEPA - Notice of Intent to Award

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve Notice of Intent to Marc Kresmery Construction, LLC for the 7th and Division Avenues Lift Station Construction Project in the amount of \$642,500 and a Resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

SECTION 00 51 00.10 - NOTICE OF INTENT TO AWARD

Date: October 29, 2018

To: Marc Kresmery Construction, LLC

1725 Weld Road Elgin, IL 60123 847-429-0909

Project: S. 7th Avenue & Division Street Lift Station – City of St. Charles, Illinois

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

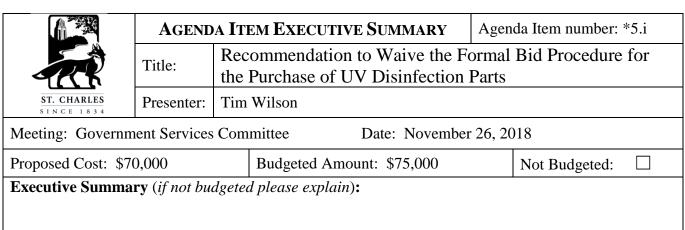
You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of **Six Hundred Forty-Two Thousand Five Hundred dollars and zero cents (\$642,500.00)**.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days of the final Notice of Award to be sent upon IEPA approval, to you.

Dated this	day of	 		
			Raymond Rogina, Mayor	

END OF SECTION 00 51 00.10

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The ultraviolet (UV) disinfection equipment is a vital part of the wastewater treatment plant operation. The system is an environmentally friendly method of disinfecting wastewater. In addition, the UV system is also a cost effective operating system, lowering the day to day cost compared to other forms of disinfection. Overall, the process is used to disrupt microorganisms, including viruses prior to the final wastewater discharge to the public streams. The EPA requires the City to use UV disinfection between the months of May through November.

The city's current UV system operating at both wastewater treatment plants is manufactured by Trojan Technologies. The replacement parts to continue operating the system are only available from the original manufacturer and both systems, at the main (east) and the west wastewater treatment plants, are in need of maintenance. To remain EPA compliant, staff needs to complete the repairs to the UV system prior to the disinfection season in May.

Since all the repairs to the UV system need to occur during the upcoming winter months and the manufacturer is the sole source of the replacement parts, staff is requesting City Council to formally waive the bid procedure and accept the quotes provided by the current manufacturer.

Attachments (*please list*):

* Bid Waiver Form * Trojan UV Quotes

Recommendation/Suggested Action (briefly explain):

Recommendation to Waive the Formal Bid Procedure for purchase of UV replacement parts from Trojan Technologies in the amount of \$70,000.

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:

(NAME AND ADDRESS OF VENDOR)

Trojan UV 320 Gore Road London, Ontario. Canada N5V4T7 Phone – 519.457,3400

For the purchase of: (ITEM TO BE PURCHASED).

UV replacement parts and supplies

At a cost not to exceed: (PRICING INFORMATION).

\$ 70,000

Reason for the request to waive the bid procedure: (EXPLANATION OF WHY YOU ARE REQUESTING THE WAIVER.)

All parts and supplies for the UV system can only be purchased from the original manufacture of the equipment of Trojan Technologies.

Other Quotations Received: (LIST OTHER QUOTES)

None

Date: 11.09.2018

Requested by: Tim Wilson

Department Director:

Purchasing Managent

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.



QUOTE

A division of Trojan Technologies Group ULC 3020 GORE ROAD LONDON, ONTARIO, CANADA N5V 4T7 T 519.457.3400 F 519.457.3030 www.trojanuv.com

Original

QUOTE FOR: CITY OF ST. CHARLES

ACCOUNT'S PAYABLE 2 EAST MAIN ST., ST.CHARLES, IL 60174

UNITED STATES

SHIP TO: CITY OF ST. CHARLES

ATTN: INVENTORY CONTROL 4095 DEVEREAUX WAY PH: 630-377-4449 ST.CHARLES, IL 60174

UNITED STATES

FOR CUSTOMER SERVICE, CONTACT JUDY GEORGIJEV

VOICE - 1-800-291-0218/1-800-291-0213 FAX - 1-800-291-0083/1-800-290-6193 EMAIL - westernus@trojanuv.com

FORWARD AGENT: **CUSTOMER #: 485600**

QUOTE #: 121825

QUOTE DATE: 11-02-2018

REFERENCE: FORMAL QUOTATION LOB: W97 AFTERMARKET PARTS

We thank you for your inquiry.

QTY	דומט ץ	ITEM	PRICE UNIT		AMOUNT
		PROJ 420013 ST.CHAR			
24.00	EΑ	441143-024	406.98EA	0	9767.52
24.00	EA	SLEEVE, PACKAGED 0 441169+024	442.59EA	0	10622.16
20.00	EA	LAMP ASSY, PKGD 24 445039 SEAL KIT, WIPER W/	236.60EA	Q	4732.00
4.00	EA	490291	1210.99EA	Ö	4843.96
1.00	F.A	BALLAST, REPLACEME FREIGHT	191.94EA	0	191.94

GOODS	COSTS	TOTAL USD
29965.64	191.94	30157.58

DELIVERY TERMS: NO URGENCY FOR DELIVERY

PAYMENT TERMS:

FREIGHT MAY BE ADDED TO THE TOTAL OF THIS QUOTE ONLY IF REQUESTED.

SUBJECT TO SALES TAX, WHERE APPLICABLE. Tax to be included if not tax exempt.

THIS QUOTE EXPIRES: 01-31-2019

GST# R105405385

U.S. CUSTOMERS MUST PROVIDE SHIP TO'S FEDERAL I.D. #'s FOR SHIPPING PURPOSES UPON RECEIPT OF A FORMAL PURCHASE ORDER.

SQLD:

SHIP:



QUOTE

A division of Trojan Technologies Group ULC 3020 GORE ROAD LONDON, ONTARIO, CANADA N5V 4T7 T 519.457.3400 F 519.457.3030 www.trojanuv.com

Original

QUOTE FOR: CITY OF ST. CHARLES

ACCOUNT'S PAYABLE 2 EAST MAIN ST., ST.CHARLES, IL 60174 UNITED STATES SHIP TO: CITY OF ST. CHARLES

ATTN: INVENTORY CONTROL 4095 DEVEREAUX WAY PH: 630-377-4449 ST.CHARLES, IL 60174

00174

UNITED STATES

FOR CUSTOMER SERVICE, CONTACT JUDY GEORGIJEV

VOICE - 1-800-291-0218/1-800-291-0213 FAX - 1-800-291-0083/1-800-290-6193 EMAIL - westeraus@trojenuv.com FORWARD AGENT: CUSTOMER #: 485600

QUOTE #: 121824

QUOTE DATE: 11-02-2018

REFERENCE: FORMAL QUOTATION LOB: W97 AFTERMARKET PARTS

We thank you for your inquiry.

QΤ.	YUNUT	ITEM	PRICE UNIT		AMOUNT
		r quote id# 3647 si Proj 410970 st. chi		E	
30.00	EA	441169-028	439.62EA	0	13188.6
6.00	EA	LAMP ASSY, PKGD 2 490291	8" UV 4000 G2 1210.99EA	0	7265.9
30.00	ĽΑ	BALLAST, REPLACEM 445067-001	ENT KIT UV4G2 251.00EA	0	7530.0
20.00	EA	SEAL KIT, UV4000+441143-028		0	8139.6
4.00	CS	SLEEVE, PACKAGED	UV4000 28" 182.00CS	0	728.0
		CLEANER, ACTICLEA	N GEL 4X4L	-	
1.00	EA	FREIGHT & HANDLIN	332.14EA G	Û	332.1



QUOTE

A division of Trojan Technologies Group ULC 3020 GORE ROAD LONDON, ONTARIO, CANADA N5V 4T7 T 519.457.3400 F 519.457.3030 www.trojanuv.com

Original

QUOTE FOR: CITY OF ST. CHARLES
ACCOUNTS PAYABLE
2 EAST MAIN ST.,

ST.CHARLES, IL 60174

UNITED STATES

SHIP TO: CITY OF ST. CHARLES

ATTN: INVENTORY CONTROL 4095 DEVEREAUX WAY PH: 630-377-4449 ST.CHARLES, IL 60174

UNITED STATES

FOR CUSTOMER SERVICE, CONTACT JUDY GEORGIJEV

VOICE - 1-800-291-0218/1-800-291-0213 FAX - 1-800-291-0083/1-800-290-6193 EMAIL - westernus@trojanuv.com 0.11.120

CUSTOMER #: 485600 QUOTE #: 121824

FORWARD AGENT:

QUOTE DATE: 11-02-2018
REFERENCE: FORMAL QUOTATION

LOB: W97 AFTERMARKET PARTS

We thank you for your inquiry.

OTY UNIT ITEM

PRICE UNIT

AMOUNT

FREIGHT QUOTE ID# 3647 SKID/YRC STD SERVICE TAG: PROJ 410970 ST. CHARLES (MAIN), IL

GOODS

COSTS

36852.14

332.14

TOTAL USD

37184.28

DELIVERY TERMS: NO URGENCY FOR DELIVERY

PAYMENT TERMS:

FREIGHT MAY BE ADDED TO THE TOTAL OF THIS QUOTE ONLY IF REQUESTED.

SUBJECT TO SALES TAX, WHERE APPLICABLE. Tax to be included if not tax exempt.

THIS QUOTE EXPIRES: 01-31-2019

GST# R105405385

U.S. CUSTOMERS MUST PROVIDE SHIP TO'S FEDERAL (.D. #'9 FOR SHIPPING PURPOSES UPON RECEIPT OF A FORMAL PURCHASE ORDER.

SOLD:

SHIP:

	AGEND	A IT	EM EXECUTIVE SUMMARY	Agenda Item number: *5.j	
	Title:	Recommendation to Approve the Sale of Items of Personal Property owned by the City of St. Charles via an online auction to the highest bidder.			
ST. CHARLES SINCE 1834	Presenter:	Mic	hael Shortall, Inventory Control D	ivision Manager	
Meeting: Governm	ent Services	Com	mittee Date: November	26, 2018	
Proposed Cost: \$			Budgeted Amount: \$	Not Budgeted:	
Executive Summa	ry (if not bu	dgete	d please explain):		
We are seeking app online auction site.	roval to sell	items	s of personal property owned by the	e City of St. Charles via an	
Attachments (plea	se list):				
* List of auction ite	ems				
Recommendation/	Suggested A	Action	n (briefly explain):		
Recommendation to via an online auction	1 1		e of Items of Personal Property own idder.	ned by the City of St. Charles	

Auction List

#2008 - 1999 BELSH Trailer Vin - 16JF01824X1033048 #2195 – Addco Dot Sign #105 – Addco Dot Sign #2020 - 2002 BELSH Trailer Vin - 16JF0202421037031 #1759 – 2005 Ford Explorer #2011 - JJ trailer VIN - 4DSUA0816YS000364 Waste oil tank Police seized vehicles -2000 Ford Expedition 1999 Ford Econoline van 2008 Nissan Versa 1996 Toyota Camry 2005 Mercury Mariner Grand Am Pace Trailer Junk Boat Jeep Liberty Hyundai XG350 Hyundai Santa Fe PT Cruser Mitsubishi Lancer 1 lot of suction hoses Miscellaneous used Tools

Necklace with pedant

	AGEND	A IT	EM EXECUTIV	E SUMMARY	Agen	da Item number:	*5.k
ST. CHARLES	Title:	Recommendation to Approve the Purchase of 2018/2019 Treated Rock Salt from Compass Minerals through the State of Illinois Joint Purchasing Program					
SINCE 1834	Presenter:	Micl	hael Shortall, In	ventory Control D	ivision	Manager	
Meeting: Governm	ent Services	Com	mittee	Date: Novembe	r 26, 20	018	
Proposed Cost: \$23	34,640		Budgeted Amo	ount: \$289,340		Not Budgeted:	
Executive Summar	ry (if not bud	dgeted	d please explain) :			
The City was recently notified that we are eligible to purchase rock salt through the State of Illinois' Joint Purchasing Program. The State's 2018/2019 contract for white rock salt was awarded to Compass Minerals America Inc. of Overland Park, Kansas at a price of \$45.91 per ton. Our order is for 4,000 tons. As in prior years, we will have an obligation to purchase 80% of the order quantity and the supplier is obligated to sell the City a maximum 120% of our order. Additionally, the City has desired to use a treated salt mixture that includes a liquid deicer. The cost for the treated salt is an additional \$17.00 per ton, for a total cost of \$62.91 per ton. The budgeted allotment for salt purchased in FY 18/19 is \$289,340.							
Attachments (plea	se list):						
* State of Illinois L	etter of Inter	nt * C	ompass Mineral	Letter of Intent			
Recommendation/	Suggested A	Action	n (briefly explain	n):			

Recommendation to Approve Purchase of 2018/2019 Treated Rock Salt From Compass Minerals through the State of Illinois Joint Purchasing Program.



ILLINOIS

JOINT PURCHASING REQUISITION CY'18-'19 New Purchase Commitment

PLEASE RETURN TO: Illinois Department of **Central Management Services** 801 Wm. G. Stratton Building 401 S. Spring Street Springfield, IL 62706

Email Address for submission: CMS.BOSS.EC@illinois.gov

	But keep on mailing list.	Opt-Out-> Out Notice:-> Plea	r unit does not want to participate ase complete and return the Contac	e in the at infor	CY' 2018	3-2019 C ow to ren	ontract Procurement. nain on the mailing list.
	Joint Purchasing #:	#L517	Ø-517Ø	_	Date:	_3_	120 / 2018
	Government Unit:	CITY OF S	STCHARUES	_ [very Point
	Mailing Address:	2 EAST 1	REAST MAIN STREET				Details To Contract) Of Order Placement)
	City / State / Zip:	STCHAR	STCHARLES IL 60174				
	County:	KANE			:		
	Contact Person:	MICHAEL	SHORTALL				
CLEAN STREET	Telephone Number:	1-630-3	1-630-377-4471				
	Fax Number:	1-630-3	77-4431		M SHOR	ZT4110.	STOMARUES IL. GOU
***************************************	Contact Email:	MSHORTA	LL @STCHARLES iL.	SOU	<- Please	provide I	Email Address
	** * * * * * * * * Participant, Complete Only One - Either "Table-A" or "Table-B" Below * * * * * * * * * * * * * * * * * * *						
ſ	7.0		e to have the State "SOLICIT BI				
ľ	ITEM DESCRIF		BID QUANTITY			JNIT ME	
	AASHTO M143 Road Sa	ilt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)			
	Rock Salt, Bul	k				Ton	a s
	Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one): OPTION 1						
_	* * * * * * * * Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below * * * * * * * * *						
			have the State "RENEW" Requir				
	ITEM DESCRI		QUANTITY			JNIT ME	
ſ	AASHTO M143 Road Sa	ilt or Equivalent	(Total Tonnage)	(22 – 25 Ton / Truck)			
l	Rock Salt, Bul	k	4000			Tor	15 / 1 0 /

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

Note: Renewal is available ONLY under Contracts PSD 4018455, 4018456, and 4018457 for prior CY' 2017-2018. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10.% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below:

Note Your Current CMS Contract: PSD 4018455 (-or- PSD 4018456) -or- PSD 4018457 (

n addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services. INVENTORY CONTROL MANAGER. SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Printed on Recycled Paper

October 1, 2019

Dear Joint Purchasing Participant:

Subject: 2018 - 2019 Rock Salt, Bulk Contract Information

In completing the 2018 – 2019 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in previous seasons. We have made every effort to secure Road Salt at the best available price for participants in our contract solicitation, and gladly report that the State was able to obtain an offer for your location and its requirements through the State's procurement efforts.

In accordance with your response on "Table B: Complete to have the State RENEW for your Governmental Entity" from the seasonal participation survey, we have secured your revised REQUISITION QUANTITY with the previous season's contract vendor.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including the purchase commitment, can be used to submit your requirements to this year's contract vendor:

CMS Contract: PSD 4018456 BidBuy PO# 18-416CMS-BOSS4-P-401 Term: October 2018 – September 2019

FEIN Number: 48-1047632

Compass Minerals America Inc. 9900 West 109-th. Street Overland Park, KS 66210

Phone (800) 323-1641 or (913) 344-9330 Contact Name: Sean Lierz

Your unit is CMS Contract Line#: _ 146 _ BidBuy PO Item# _ 61 _

Your unit Renewal Price per ton F.O.B. destination, is \$45.91

Emergency pickup of salt from vendor's warehouse is not made available in this contract.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors was not provided for by this vendor in this season's procurement process.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. *You are strongly encouraged to order and store as much salt as possible in order to help prevent potential salt shortages this winter.* Also, you must place orders in full truckload (typically 22-25 tons) delivery quantities or multiples of such.

Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2019. The vendor is required to furnish not less than 120 percent (if needed) of the contract quantity by March 1, 2019. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2018 through April 1, 2019 shall not exceed seven working days, unless as modified in the Order Guidelines herein.

For orders placed between December 1, 2018 and April 1, 2019, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain as liquidated damages, not as a penalty, 5.% per working-day on the undelivered portion of the order, but not to exceed 50.%. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven-day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton (20.%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still has failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2018, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2019 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced Rock Salt 2018 - 2019 season availability from Compass Minerals America Inc:

The Department of Central Management Services surveyed vendors for availability of an enhanced rock salt option in the invitation for bid, and received an offering from North American Salt Company. Locations interested in this enhanced salt option must call the vendor for availability information and to facilitate potential ordering arrangements.

Their product is made available to any joint purchasing participant awarded in the Compass Minerals America Inc. Contract as an up-charge per ton option and would be added to your order as a separate line item. Contact Sean Lierz at 913-344-9330 for the details.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer Bureau of Strategic Sourcing

GovSalt.doc

Joint Purchasing Participant.

BidBuy is the new procurement system implemented by the State Of Illinois, in which this Master Blanket Purchase Order (Master Contract) was re-established.

As a municipality, you do not need to register in BidBuy. To access master contracts you only need to follow the steps outlined in the following document.

Locating State Wide Master Contracts (without registration in BidBuy) (To begin you just click on the 'Contract & Bid Search' as shown below.)

	- 1
Screen	Task
To BidBuy	☐ https://www.bidbuy.illinois.gov/bso/
Homepage	
BidBuy	Click Contract & Bid Search at bottom of screen
Homepage	
Advanced Search	Select radio dial next to Contracts/Blankets
Advanced Search	☐ Enter Search Criteria or enter nothing to receive all
	contracts
	Click Find It
Advanced Search	Click on Contract/Blanket# (underlined) to show contract information
Master Blanket	Verify Field "Master Contract?" = Yes
Purchase Order	Click on Copy of contract (underlined) next to Agency
Under Header	Attachment field to download contract document
Information	
To Exit	In BidBuy
	⚠ Click Exit at bottom of screen
Advanced Search	Click Exit at bottom of screen to return to BidBuy homepage



Sold-To ("Purchaser"):

St Charles, IL 60174-1984

Accounts Payable

City of St. Charles

2 E Main St

Date: October 22, 2018

Document: 149641

Tel: (630) 377-4429 **Fax**: (630) 377-4432

Email: mshortall@stcharlesil.gov

Customer #: H705421
Preferred: Fax

Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
1,000 Reserve: 0	City of St Charles - S 7Th Ave 1405 S 7Th Ave St Charles, IL 60174-1984 Destination #: H969655 Delivery Lead Time: 7 days	62,91 Deliver	Depot: Chicago - Calumet Product: THAWROX - TREATED SALT (6602) Mode of Transport: DUMP (END OR BOTTOM) Distance: 48.5 Miles
1,000 Reserve: 0	City of St Charles-Kane CO-Lincoln Hw 3805 Lincoln Hwy St Charles, IL 60174	y 62.91 Deliver	Depot: Chicago - Calumet Product: THAWROX - TREATED SALT (6602) Mode of Transport: DUMP (END OR
Subject to t	terms and conditions of St of Illino	ois Solicitation# 228529	

Price(s) effective through Monday, 30 Sep 2019

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).

Terms are NET 30 days from shipment with approved credit.

- * This proposal is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- * Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bu	Accepted By;	
	Signature:	
	Title:	
Sean Lierz	Name:	
Senior Sales Manager 1-800-323-1641 x2 Compass Minerals America Inc.	Date:	

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.



Sold-To ("Purchaser"):

Accounts Payable City of St. Charles 2 E Main St

St Charles, IL 60174-1984

Date: October 22, 2018

Document: 149641

Tel: (630) 377-4429 Fax: (630) 377-4432

Email: mshortall@stcharlesil.gov

Customer #: H705421 Preferred: Fax

Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
	Destination #: H811622 Delivery Lead Time: 7 days		BOTTOM) Distance: 48.5 Miles
1,000 Reserve: 0	City of St. Charles-Kane CO-Devereaux WA 200 Devereaux Way St Charles, IL 60174 Destination #: H761606 Delivery Lead Time: 7 days	x 62,91 Deliver	Depot: Chicago - Calumet Product: THAWROX - TREATED SALT (6602) Mode of Transport: DUMP (END OR BOTTOM) Distance: 48.5 Miles

Subject to terms and conditions of St of Illinois Solicitation# 228529

Price(s) effective through Monday, 30 Sep 2019

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).

Terms are NET 30 days from shipment with approved credit.

- * This proposal is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- * Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

I hank you for the opportunity to quote on your bu	Accepted By;	
	Signature:	
	Title:	
Sean Lierz	Name:	
Senior Sales Manager 1-800-323-1641 x2 Compass Minerals America Inc.	Date:	

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

- 1. PARTIES, "Seller" is identified in the "Remit To" section and "Buyer" in the "Sold To" section of an invoice to which these Terms and Conditions of Sale ("Agreement") relate or are attached,
- 2. OFFER, No terms in Buyer's bid, purchase order or other form shall be binding upon Seller, Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
- 3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ORDERS WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT, Prices on the invoicing document are net of all applicable discounts and promotional allowances, References to "tons" means short tons (2000 lbs.) unless otherwise specified, Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold are not included in Seller's price and will be charged to and paid by Buyer.
- 4. CANCELLATION, Orders may be canceled by Buyer only upon (1) written or oral notice to Seller and accepted in writing by Seller and (2) payment to Seller of reasonable cancellation charges to be solely determined by Seller. Except as otherwise agreed in writing, until the products identified in Buyer's purchase order as accepted by Seller ("Products") are shipped, Seller has no obligation under any order submitted by Buyer (and may cancel the order at any time prior to shipment).
- 5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respects to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery for future deliveries or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, the unfilled portion of Buyer's order. A finance charge of the lesser of 1.5% per month (18% APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer with where there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
- 6. DELAYS. All orders are subject to Seller's ability to make delivery at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments. Seller shall not be liable for delays or defaults in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, partial or total failure of Seller's intended production, transportation or delivery facilities, etc., floods, fires, storms, or other acts of God, war or act of public enemy (or civil disturbance), strikes, lock-outs, shortages of labor or raw materials and supplies (including fuel), acts or omissions of Buyer, action of any governmental authority, or other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from order changes by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
- 7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, but not limited to, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document, On passage of title, Buyer is then responsible for proper protection of Products and compliance with all regulations and ordinances and will indemnify Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such Products. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. Upon transfer of the Products' risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars used to deliver the Products until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees/agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such Seller's approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalities, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
- 8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Products and that, at the time of shipment, the Products will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to Products, warranty, or any other claim under this Agreement within thirty (30) days of Seller's delivery of Products or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Products shall be limited to the replacement of such defective Products by Seller. In the event the remedy provided herein shall be deemed to have falled its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller for such defective Products. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to Products will be commenced more than one (1) year after the accrual of the cause of action thereto.
- 9. LIMITATION OF LIABILITY, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE PRODUCTS INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. Buyer assumes all risks and liability for any damage to persons or property resulting from the use of the Products delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
- 10. INDEMNIFICATION. BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER OR ITS EMPLOYEES), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, INTENTIONAL MISCONDUCT, OR FAULT OF ANY KIND, AND EVEN IF THE RESULT OR ALLEGED RESULT OF THE CONDUCT, NEGLIGENCE, ERROR, OMISSION, OR BREACH OF THIS AGREEMENT OR NON-COMPLIANCE WITH APPLICABLE LAWS BY ANY INDEMNIFIED PARTIES. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
- 11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in all Products furnished by Seller and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
- 12. LEGAL COMPLIANCE. Buyer and its employees/agents (1) will comply with all applicable U.S. federal, state, local and foreign laws and regulations, including the U.S. Export Administration Regulations, the U.S. Foreign Corrupt Practices Act, and the U.S. Patriot Act, as amended from time to time (collectively, "Laws"); (2) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (3) will cooperate with Seller in any auditifinspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Products as represented to Seller.
- 13. MISCELLANEOUS. Matters arising out of or in connection with a sale hereunder will be governed by Kansas laws without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment/acceptance of purchase order forms containing different/additional terms shall have force or effect. Seller's failure to enforce any provision will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any unenforceable provision shall be enforced to the extent it is enforceable. Any provision intended to survive shall survive this Agreement's termination/expiration and the consummation of the transactions contemplated hereunder.

	AGEND	A ITEM EXECUTIVE SUMMAR	Y Ager	nda Item number: 5.1	
	Title:	Recommendation to Approve the Award of One 2019 Ford F-250 Supercab to Hawk Ford and to Sell the Replacement Vehicle #1700, a 2008 Ford F-350			
ST. CHARLES	Presenter:	Michael Shortall, Inventory Contr	rol Division	n Manager	
Meeting: Governn	nent Services	Committee Date: Nove	ember 26, 20	018	
Proposed Cost: \$ 5	51,876	Budgeted Amount: \$ 51,87	6	Not Budgeted:	
Executive Summa	ry (if not bu	dgeted please explain):			
		rices were obtained from two differankfort. Prices are summarized as \$51.876		s: Hawk Ford of St	
Currie Motors		\$52,020			
budget.	. 1	ugh the Public Services Fleet comm		, and the second	
budget.	g approval to	agh the Public Services Fleet common sell the replacement vehicle #170		Ü	
Staff is also seekin auction to the high	g approval to			Ü	
budget. Staff is also seekin	g approval to est bidder. use list):	sell the replacement vehicle #170		Ü	

Recommendation to Approve the Award of One 2019 Ford F-250 Supercab to Hawk Ford and to Sell the replacement vehicle #1700, a 2008 Ford F-350.



Currie Commercial Center 10125 W. Laraway, Frankfort, Illinois, 60423 Office: 815-464-9200

Customer Proposal

Prepared for:

Mr. Mike Shortall
Purchasing Director, City of St. Charles
2 E. Main St.
St. Charles, IL 60174
Office: 630-377-4471
Fax: 630-377-4431

Email: mshortall@stcharlesil.gov

Prepared by:

THOMAS SULLIVAN Office: 815-464-9200

Date: 09/18/2018

Vehicle: 2019 F-250 XL

4x4 SD Super Cab 8' box 164" WB SRW

Quote ID: stch5002





Currie Commercial Center 10125 W. Laraway, Frankfort, Illinois, 60423 Office: 815-464-9200 2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Major Equipment		Selected Options	MSRP
(Based on selected options, shown at right)		STANDARD VEHICLE PRICE	\$38,490.00
6.2L V-8 SOHC w/SMPI 385hp	Exterior: Oxford White	Order Code 600A	N/C
TorqShift-G 6 speed automatic w/OD	Interior:Medium Earth Gray	164" Wheelbase	STD
* Rear locking differential driver selectable	* 4-wheel ABS		
* Brake assistance	* Traction control	Monotone Paint Application	STD
* LT 245/75R17 E BSW AS S-rated tires	* Battery with run down protection	50-State Emissions System	STD
* Firm suspension	* Advance Trac w/Roll Stability Control	Oxford White	N/C
* Air conditioning	* Tinted glass	Medium Earth Gray	N/C
 AM/FM stereo with seek-scan, external memory control 	* Bluetooth streaming audio	Cloth 40/20/40 Split Bench Seat	\$100,00
* Daytime running	 Dual power remote heated mirrors 	Pickup Box Delete	-\$625.00
 Variable intermittent wipers 	* 17 x 7.5 steel wheels	Electronic-Locking w/3,73 Axle Ratio	\$390.00
* Dual front airbags w/passenger cancel	 Driver and front passenger seat mounted side airbags 	LED Roof Clearance Lights	\$95.00
* SecuriLock immobilizer	* Tachometer	•	- 61
* Message Center	* Underseat ducts	Trailer Brake Controller	\$270.00
* Reclining front split-bench seats	* 60-40 folding rear split-bench	XL Value Package	\$1,000.00
* Running boards	* Audio control on steering wheel	Power Equipment Group	\$915.00
* Class V hitch	* Front axie capacity: 6000 lbs.	Snow Plow Prep Package	\$185,00
* Rear axle capacity: 6200 lbs.	* Front spring rating: 5600 lbs.	Upfitter Switches (6)	\$165.00
 Rear spring rating: 6340 lbs. 	 Frame section modulus: 10.7 cu.in. 	, , ,	22
* Frame Yield Strength 50000 psi	* Cab to axle: 56.1"	Rear View Camera & Prep Kit (Fleet)	\$415.00
* Axle to end of frame: 47,6"		Platform Running Boards	\$445.00
Fuel Economy		Daytime Running Lamps (DRL) (LPO)	\$45.00
City	Hwy	Exterior Backup Alarm (Pre-Installed)	\$140.00
N/A	N/A	Engine: 6,2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Mike Shortall, Purchasing Director, City of St. Charles By: THOMAS SULLIVAN Date: 09/18/2018



2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Transmission: TorqShift-G 6-Spd Auto w/SelectShift Included GVWR: 10,000 lb Payload Package Included Tires: LT245/75Rx17E BSW A/S (4) Included Wheels: 17" Argent Painted Steel Included Rear Bumper Delete Included Spare Wheel, Tire, Carrier & Jack Delete Included 4.2" Center-Stack Screen Included Radio: AM/FM Stereo/MP3 Player Included SYNC Communications & Entertainment System Included Bright Chrome Hub Covers & Center Ornaments Included Chrome Front Bumper Included Steering Wheel-Mounted Cruise Control Included Accessory Delay Included Manual Telescoping/Folding Trailer Tow Mirrors Included Advanced Security Pack Included Power Locks Included Power Tailgate Lock Included Power Front & Rear Seat Windows Included Remote Keyless Entry Included Extra Heavy-Duty 200 Amp Alternator Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

\$1,495.00
42,030.00

XL(X2B)
Price Level: 925 Quote ID: stch5002

Selected Options

Code	Description	MSRP
Base Vehicle		
X2B	Base Vehicle Price (X2B)	\$38,490.00
Packages		
600A	Order Code 600A	N/C
	Includes: - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar Radio: AM/FM Stereo Includes digital clock and 6 speakers.	
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
	Flex-Fuel badge on fleet orders only.	
44 S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included
64A	Wheels: 17" Argent Painted Steel	Included
	Includes painted hub covers/center ornaments,	
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat	\$100.00
	Includes center armrest, cupholder, storage and driver's side manual lumbar.	
Other Options		
164WB	164" Wheelbase	STD
96V	XL Value Package	\$1,000.00

XL(X2B)
Price Level: 925 Quote ID: stch5002

Selected Options (cont'd)

Code	Description	MSRP
	Includes: - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player Includes 6 speakers SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack smart-charging USB port and steering wheel audio controls Bright Chrome Hub Covers & Center Ornaments	cscreen, AppLink, 1
	- Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	
90L	Power Equipment Group	\$915.00
	Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes: - Accessory Delay - Manual Telescoping/Folding Trailer Tow Mirrors Includes power heated glass, heated convex spotter mirror and integrated cluturn signal indicators. - Advanced Security Pack Includes Securitlock Passive Anti-Theft System (PATS) and inclination/intrus - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows Includes 1-touch up/down driver/passenger window Remote Keyless Entry	Ů
473	Snow Plow Prep Package	\$185.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when order Switches (66S) and 110V/400W Outlet (43C).	•
	Includes computer selected springs for snowplow application. NOTE 1: Restric Supplemental Reference or Body Builders Layout Book for details. NOTE 2: N deterioration of ride quality when vehicle is not equipped with snowplow. Includes: - Extra Heavy-Duty 200 Amp Alternator	tions apply; see lay result in
66D	Pickup Box Delete	-\$625.00
	Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and cent lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR). Incomplete vehicle if further manufacture and certification by a final stage manufacture. In addition, manufactures to follow the recommendations of the Ford Incomplete Vehicle Truck Body Builder's Layout Book (and applicable supplements). Includes: - Rear Bumper Delete - Spare Wheel, Tire, Carrier & Jack Delete	oackage - requires Ford urges
52B	Trailer Brake Controller	\$270.00
	Verified to be compatible with select electric over hydraulic brakes. Includes sr connector.	nart trailer tow
18B	Platform Running Boards	\$445.00
592	LED Roof Clearance Lights	\$95.00
PAINT	Monotone Paint Application	STD
66S	Upfitter Switches (6)	\$165.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when order 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Pkg. (47B).	ered with low/Camper
	Located in overhead console. Includes: - Extra Heavy-Duty 200 Amp Alternator	
585_	Radio: AM/FM Stereo/MP3 Player	included
		moladea

2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Selected Options (cont'd)

Code	Description	MSRP
-	Includes 6 speakers Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center smart-charging USB port and steering wheel audio controls.	stack screen, AppLink, 1
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00
	Custom accessory.	
Fleet Options		
942	Daytime Running Lamps (DRL) (LPO)	\$45.00
	Requires valid FIN code.	
	The non-controllable 942 Daytime Running Lamps (DRL) replace the st Lamps (DRL), Includes on/off cluster controllable.	andard Daytime Running
872	Rear View Camera & Prep Kit (Fleet)	\$415.00
	Pre-installed content includes cab wiring, frame wiring to the rear most of display with electronic mirror and 4" display. Upfitters kit includes came jumper wire and camera mounting and aiming instructions.	
Emissions		
425	50-State Emissions System	STD
Interior Colors		
18_02	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
Upfit Options		
A-01	4-Corner LED Strobes	\$895.00
D-001	Delivery	\$175.00
P-01	Municpal Plates/Title-Shipped	\$203.00
SP-02	7'- 6 "BOSS SNOW PLOW	\$5,557.00
	Hand Held Controller Snow Deflector	
F-0012	8' Steel Service Body Model 796-2	\$10,971.00
	standard shelving consisting of 2 divider shelves for front verticals, one in rear vertical, one in curbside horizontal compartment, surface-mot Lined rear bumper,compartment. Tommygate G541340EA38 Tommygate, 1300# capacity, 49"X38"+6" rar bracket if needed. Auxiliary Tail Lights for Tommy Gate Bedliner Material on floor and compartment tops	
L-01	1300 LB Tommy G-2 Liftgate	\$3,994.00
	Tommy Gate for Service Body Aluminum Platform	

2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Selected Options (cont'd)

Code	Description	MSRP
SUBTOTAL		\$63,825.00
Destination Charge		\$1,495.00
TOTAL		\$65,320.00

2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Warranty - Standard Equipment & Specs

Warranty

Basic Distance	36000 miles	Months	36 months
Powertrain Distance	60000 miles	Months	60 months
Corrosion Perforation Distance	Unlimited miles	Months	60 months
Roadside Assistance Distance	60000 miles	Months	60 months

XL(X2B) Price Level: 925 Quote ID: stch5002

Pricing - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	\$38,490.00
Options & Colors	\$3,540.00
Upfitting	\$21,795.00
Destination Charge	\$1,495.00
Discount Adjustments	
Discount	-\$13,300.00
Total	\$52,020.00
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Customer Signature	Acceptance Date



Currie Commercial Center 10125 W. Laraway, Frankfort, Illinois, 60423 Office: 815-464-9200

Customer Proposal

Prepared for:

Mr. Mike Shortall
Purchasing Director, City of St. Charles
2 E. Main St.
St. Charles, IL 60174
Office: 630-377-4471
Fax: 630-377-4431

Email: mshortall@stcharlesil.gov

Prepared by:

THOMAS SULLIVAN Office: 815-464-9200

Date: 09/18/2018

Vehicle: 2019 F-250 XL

4x4 SD Super Cab 8' box 164" WB SRW

Quote ID: stch5002





Currie Commercial Center 10125 W. Laraway, Frankfort, Illinois, 60423 Office: 815-464-9200 2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Major Equipment		Selected Options	MSRP
(Based on selected options, shown at right)		STANDARD VEHICLE PRICE	\$38,490.00
6.2L V-8 SOHC w/SMPI 385hp	Exterior: Oxford White	Order Code 600A	N/C
TorqShift-G 6 speed automatic w/OD	Interior:Medium Earth Gray	164" Wheelbase	STD
* Rear locking differential driver selectable	* 4-wheel ABS		
* Brake assistance	* Traction control	Monotone Paint Application	STD
* LT 245/75R17 E BSW AS S-rated tires	* Battery with run down protection	50-State Emissions System	STD
* Firm suspension	* Advance Trac w/Roll Stability Control	Oxford White	N/C
* Air conditioning	* Tinted glass	Medium Earth Gray	N/C
 AM/FM stereo with seek-scan, external memory control 	* Bluetooth streaming audio	Cloth 40/20/40 Split Bench Seat	\$100,00
* Daytime running	 Dual power remote heated mirrors 	Pickup Box Delete	-\$625.00
 Variable intermittent wipers 	* 17 x 7.5 steel wheels	Electronic-Locking w/3,73 Axle Ratio	\$390.00
* Dual front airbags w/passenger cancel	 Driver and front passenger seat mounted side airbags 	LED Roof Clearance Lights	\$95.00
* SecuriLock immobilizer	* Tachometer	Trailer Brake Controller	\$270.00
* Message Center	* Underseat ducts		*
 Reclining front split-bench seats 	* 60-40 folding rear split-bench	XL Value Package	\$1,000.00
* Running boards	 Audio control on steering wheel 	Power Equipment Group	\$915.00
* Class V hitch	* Front axie capacity: 6000 lbs.	Snow Plow Prep Package	\$185,00
* Rear axle capacity: 6200 lbs.	* Front spring rating: 5600 lbs.	Upfitter Switches (6)	\$165.00
 Rear spring rating: 6340 lbs. 	 Frame section modulus: 10.7 cu.in. 	, , ,	22
* Frame Yield Strength 50000 psi	* Cab to axle: 56.1"	Rear View Camera & Prep Kit (Fleet)	\$415.00
 Axle to end of frame: 47,6" 		Platform Running Boards	\$445.00
Fuel Economy		Daytime Running Lamps (DRL) (LPO)	\$45.00
City	Hwy	Exterior Backup Alarm (Pre-Installed)	\$140.00
N/A	N/A	Engine: 6,2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Mike Shortall, Purchasing Director, City of St. Charles By: THOMAS SULLIVAN Date: 09/18/2018



2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Transmission: TorqShift-G 6-Spd Auto w/SelectShift Included GVWR: 10,000 lb Payload Package Included Tires: LT245/75Rx17E BSW A/S (4) Included Wheels: 17" Argent Painted Steel Included Rear Bumper Delete Included Spare Wheel, Tire, Carrier & Jack Delete Included 4.2" Center-Stack Screen Included Radio: AM/FM Stereo/MP3 Player Included SYNC Communications & Entertainment System Included Bright Chrome Hub Covers & Center Ornaments Included Chrome Front Bumper Included Steering Wheel-Mounted Cruise Control Included Accessory Delay Included Manual Telescoping/Folding Trailer Tow Mirrors Included Advanced Security Pack Included Power Locks Included Power Tailgate Lock Included Power Front & Rear Seat Windows Included Remote Keyless Entry Included Extra Heavy-Duty 200 Amp Alternator Included



2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

\$1,495.00
42,030.00

XL(X2B)
Price Level: 925 Quote ID: stch5002

Selected Options

Code	Description	MSRP
Base Vehicle		
X2B	Base Vehicle Price (X2B)	\$38,490.00
Packages		
600A	Order Code 600A	N/C
	Includes: - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar Radio: AM/FM Stereo Includes digital clock and 6 speakers.	
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
	Flex-Fuel badge on fleet orders only.	
44 S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included
64A	Wheels: 17" Argent Painted Steel	Included
	Includes painted hub covers/center ornaments,	
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat	\$100.00
	Includes center armrest, cupholder, storage and driver's side manual lumbar.	
Other Options		
164WB	164" Wheelbase	STD
96V	XL Value Package	\$1,000.00

XL(X2B)
Price Level: 925 Quote ID: stch5002

Selected Options (cont'd)

Code	Description	MSRP
	Includes: - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player Includes 6 speakers SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack smart-charging USB port and steering wheel audio controls Bright Chrome Hub Covers & Center Ornaments	cscreen, AppLink, 1
	- Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	
90L	Power Equipment Group	\$915.00
	Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes: - Accessory Delay - Manual Telescoping/Folding Trailer Tow Mirrors Includes power heated glass, heated convex spotter mirror and integrated cluturn signal indicators. - Advanced Security Pack Includes Securitlock Passive Anti-Theft System (PATS) and inclination/intrus - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows Includes 1-touch up/down driver/passenger window Remote Keyless Entry	Ů
473	Snow Plow Prep Package	\$185.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when order Switches (66S) and 110V/400W Outlet (43C).	•
	Includes computer selected springs for snowplow application. NOTE 1: Restric Supplemental Reference or Body Builders Layout Book for details. NOTE 2: N deterioration of ride quality when vehicle is not equipped with snowplow. Includes: - Extra Heavy-Duty 200 Amp Alternator	tions apply; see lay result in
66D	Pickup Box Delete	-\$625.00
	Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and cent lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR). Incomplete vehicle if further manufacture and certification by a final stage manufacture. In addition, manufactures to follow the recommendations of the Ford Incomplete Vehicle Truck Body Builder's Layout Book (and applicable supplements). Includes: - Rear Bumper Delete - Spare Wheel, Tire, Carrier & Jack Delete	oackage - requires Ford urges
52B	Trailer Brake Controller	\$270.00
	Verified to be compatible with select electric over hydraulic brakes. Includes sr connector.	nart trailer tow
18B	Platform Running Boards	\$445.00
592	LED Roof Clearance Lights	\$95.00
PAINT	Monotone Paint Application	STD
66S	Upfitter Switches (6)	\$165.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when order 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Pkg. (47B).	ered with low/Camper
	Located in overhead console. Includes: - Extra Heavy-Duty 200 Amp Alternator	
585_	Radio: AM/FM Stereo/MP3 Player	included
		moladea

2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Selected Options (cont'd)

Code	Description	MSRP
-	Includes 6 speakers Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center smart-charging USB port and steering wheel audio controls.	stack screen, AppLink, 1
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00
	Custom accessory.	
Fleet Options		
942	Daytime Running Lamps (DRL) (LPO)	\$45.00
	Requires valid FIN code.	
	The non-controllable 942 Daytime Running Lamps (DRL) replace the st Lamps (DRL), Includes on/off cluster controllable.	andard Daytime Running
872	Rear View Camera & Prep Kit (Fleet)	\$415.00
	Pre-installed content includes cab wiring, frame wiring to the rear most of display with electronic mirror and 4" display. Upfitters kit includes came jumper wire and camera mounting and aiming instructions.	
Emissions		
425	50-State Emissions System	STD
Interior Colors		
18_02	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
Upfit Options		
A-01	4-Corner LED Strobes	\$895.00
D-001	Delivery	\$175.00
P-01	Municpal Plates/Title-Shipped	\$203.00
SP-02	7'- 6 "BOSS SNOW PLOW	\$5,557.00
	Hand Held Controller Snow Deflector	
F-0012	8' Steel Service Body Model 796-2	\$10,971.00
	standard shelving consisting of 2 divider shelves for front verticals, one in rear vertical, one in curbside horizontal compartment, surface-mot Lined rear bumper,compartment. Tommygate G541340EA38 Tommygate, 1300# capacity, 49"X38"+6" rar bracket if needed. Auxiliary Tail Lights for Tommy Gate Bedliner Material on floor and compartment tops	
L-01	1300 LB Tommy G-2 Liftgate	\$3,994.00
	Tommy Gate for Service Body Aluminum Platform	

2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Selected Options (cont'd)

Code	Description	MSRP
SUBTOTAL		\$63,825.00
Destination Charge		\$1,495.00
TOTAL		\$65,320,00

2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Warranty - Standard Equipment & Specs

Warranty

Basic Distance	36000 miles	Months	36 months
Powertrain Distance	60000 miles	Months	60 months
Corrosion Perforation Distance	Unlimited miles	Months	60 months
Roadside Assistance Distance	60000 miles	Months	60 months

XL(X2B) Price Level: 925 Quote ID: stch5002

Pricing - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	\$38,490.00
Options & Colors	\$3,540.00
Upfitting	\$21,795.00
Destination Charge	\$1,495.00
Discount Adjustments	
Discount	-\$13,300.00
Total	\$52,020.00
ž i –	
Customer Signature	Acceptance Date

	AGEND	A ITEM EXECUTIVE SUMMARY	Agenda Item number: 5.m		
	Title:	Recommendation to Approve the Award of One 2019 Ford F-250 Supercab to Hawk Ford and to Sell the replacement vehicle #1832, a 2007 Ford F-550			
ST. CHARLES	Presenter:	Michael Shortall, Inventory Control	Division Manager		
Meeting: Governm	ent Services	Committee Date: Novem	per 26, 2018		
Proposed Cost: \$ 5	51,876	Budgeted Amount: \$ 51,876	Not Budgeted:		
Executive Summa	ry (if not bu	dgeted please explain):			
		obtained from two different vendors: ces are summarized as follows: \$51.876	Hawk Pold of St Charles and		
Currie Motors					
This vehicle was apbudget.	pproved thro	ugh the Public Services Fleet committ	ee and also through the FY 18/19		
Staff is also seeking auction to the higher		sell the replacement vehicle #1832, a	2007 Ford F-550 via an online		
Attachments (plea	se list):				
*Detailed list of bio	ls obtained f	rom 2 vendors			

Recommendation to Approve the Award of One 2019 Ford F-250 Supercab to Hawk Ford and to Sell the replacement vehicle #1832, a 2007 Ford F-550.



Mike Shortall Purchasing Manager City of St Charles

Price quote for 2019 Ford F250 4x4 Supercab with service body

2019 F250 Supercab 4x4 pickup	29675
Cloth seat	92
3.73 Electronic locking rear axle	359 √
Power equipment group	841 √
Pickup box delete	-575 ✓
Black Platform running boards	409 √
Snow plow prep package	171 √
Electric brake controller	249 √
Roof clearance lights	88 🗸
Upfitter switches (6)	152 V
Extra heavy duty alternator	inc
Daytime running lights	41 √
XL Value package: Cruise, C-D & Sync hands free	920 √
Back up alarm	. 95 ✓
Delivery	inc
Municipal Plates & title	128 🗸
4-Corner strobes Note front are mounted in grill	i 850 √
7'6" Boss Superduty plow w/ snow deflector	5900 √
8' Knapheide service body with rear LED lights	8155 🗸
Spray in liner to cargo area & compartment to	ops
2" receiver hitch & 7 way trailer plug	
Install factory back up camera	
Tommy Gate G2 1300lb capacity 49x38+6	4326 √
2-pc Aluminum platform	
TOTAL	\$51876

Please call me with any questions

Bill Wackerlin Commercial sales 630-584-1800

2019 SUPER DUTY® PICKUP (F-250 / F-350 / F-450)

STANDARD EQUIPMENT

following features are standard on every 2019 MY SUPER DUTY® F-SERIES vehicle: INTERIOR/COMFORT (continued) MECHANICAL Instrumentation - Multi-function switch message center w/ice Blue® Brakes - Power four-wheel Disc Brakes with Anti-Lock Brake System Lighting® (three (3) button message control on steering wheel for XL (ABS) ; live (5) button control for XLT, Lariat, King Ranch®, Platinum and Engine F-250/F-350: 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel) Scuff plates - front, color-coordinated; Illuminated w/logo on - F-450: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 *Limited Transmission TorqShilt@ Six-Speed Automatic (6R140) with SelectShift® (NA Steering - power Steering damper F-250 w/6.2L gas) Windshield wipers - Intermittent TorqShift@-G Six-Speed Automatic with SelectShift® (F-250 SAFETY/SECURITY w/6.2L gas) AdvanceTrac® with RSC® (Roll Stability Control™) EXTERIOR Airbags Doors Driver and Passenger frontal and side airbag/curtain Two (Regular Cab only) Passenger side airbag deactivation switch Center High-mounted Stop Lamp (CHMSL) ·Four (SuperCab/Crew Cab only) Front License Plate Bracket Child tethers (Regular Cab, front-passenger and all rear-seating positions) - Solar-Tinted, complete (Std. XL) Individual Tire Pressure Monitoring System (TPMS) - SRW/F-350 Privacy (Std. XLT, Larlat, King Ranch®, Platinum and *Limited; **DRW** only NA front-seat windows) Safety Belts · Jack Beit-Minder® front safety belt reminder - chime and flashing Two ton mechanical (F-250/F-350 SRW) warning light on instrument cluster if belts not buckled - Four ton hydraulic (F-350 DRW/F-450) Color-coordinated wheight adjustment (front-outboard seating Lamps - pickup box and cargo area positions only) Manual Locking Hubs (4x4) SecuriLock® Passive Anti-Theft System (PATS); includes MyKey® Moldings - tallgate and box-rall owner controls feature Pickup box - partitionable & stackable SOS Post-Crash Alert System™ Spare-tire, wheel, lock & frame mounted carrier Stationary Elevated Idle Control (SEIC) Taligate - removable w/key lock, black handle FUNCTIONAL "Three-Blink" lane change signal Alternator Tie-down hooks - pickup box, four (4) 157 Amp, Heavy-Duty (Std. XL and XLT) Tow hooks - front, two (2) 200 Amp, Extra Heavy-Duty (Std. Lariat, King Ranch® and Trailer Tow Package (F-250/F-350) - 7 wire harness w/relays and 7/4 Platinum) 332 Amp total, Dual Heavy-Duty (Limited)* Trailer Tow Package (F-450) - 7/4 pin connector, 4,30LS rear-axis <u>Axle</u> and 33,000 lbs. GCWR Twin I-beam front axle w/coll spring suspension (narrow front INTERIOR/COMFORT track) - 4x2 (F-250 and F-350) Convenience. Mono-beam front axle w/coll spring suspension (narrow front Coat hooks - LH/RH color-coordinated track) - 4x4 (F-250 and F-350) Dash top tray Mono-beam front axis w/coll spring suspension (wide front track) Dome Lamp - LH/RH door activated & I/P switch operated (F-450) Rear - Non-Limited-Silp (F-250/F-350) Handles, grab - driver & front-passenger Rear - 4.30 Limited-Slip (F-450) Handles, roof ride - front-passenger (also over rear-doors on Battery Craw-Cab) Gas engine - 650-CCA, 72-AH (XL only) Map lights - dual (front and rear w/Crew Cab) Gas engine – 750-CCA, 78-AH, single (NA XL)*
 Diesel engine – 750-CCA, 78-AH, dual (6.7L Power Stroke®) Powerpoint, auxiliary
 Door-Trim - color-coordinated, molded w/armrest/grab handle & Diesel engine) reflector inteiligent Oil-Life Monitor® (8.7L Power Stroke® Diesel engine) Headliner - color-coordinated cloth Oil minder system (6.2L Gas engine) Hood release Shock absorbers - heavy-duty gas Hom - dual electric

Stabilizer bar - front

instrument panel - color-coordinated w/dual glove box, 4 air registers

w/positive shut off, powerpoint



Currie Commercial Center 10125 W. Laraway, Frankfort, Illinois, 60423 Office: 815-464-9200

Customer Proposal

Prepared for:

Mr. Mike Shortall
Purchasing Director, City of St. Charles
2 E. Main St.
St. Charles, IL 60174
Office: 630-377-4471
Fax: 630-377-4431

Email: mshortall@stcharlesil.gov

Prepared by:

THOMAS SULLIVAN Office: 815-464-9200

Date: 09/18/2018 Vehicle: 2019 F-250 XL

4x4 SD Super Cab 8' box 164" WB SRW

Quote ID: stch5002





Currie Commercial Center 10125 W. Laraway, Frankfort, Illinois, 60423 Office: 815-464-9200 2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Major Equipment		Selected Options	MSRP
(Based on selected options, shown at right)		STANDARD VEHICLE PRICE	\$38,490.00
6,2L V-8 SOHC w/SMPI 385hp	Exterior:Oxford White	Order Code 600A	N/C
TorqShift-G 6 speed automatic w/OD	Interior:Medium Earth Gray	164" Wheelbase	STD
 Rear locking differential driver selectable 	* 4-wheel ABS	Monotone Paint Application	STD
* Brake assistance	* Traction control	•••	
 LT 245/75R17 E BSW AS S-rated tires 	 Battery with run down protection 	50-State Emissions System	STD
* Firm suspension	 * Advance Trac w/Roll Stability Control 	Oxford White	N/C
* Air conditioning	* Tinted glass	Medium Earth Gray	N/C
 AM/FM stereo with seek-scan, external memory control 	* Bluetooth streaming audio	Cloth 40/20/40 Split Bench Seat	\$100.00 ✓
* Daytime running	 Dual power remote heated mirrors 	Pickup Box Delete	-\$625.00 V
 Variable intermittent wipers 	* 17 x 7.5 steel wheels	Electronic-Locking w/3.73 Axle Ratio	\$390.00 🗸
* Dual front airbags w/passenger cancel	 Driver and front passenger seat mounted side airbags 	LED Roof Clearance Lights	\$95.00 🗸
* SecuriLock immobilizer	* Tachometer	ŭ	
* Message Center	* Underseat ducts	Trailer Brake Controller	\$270.00 🗸
* Reclining front split-bench seats	 * 60-40 folding rear split-bench 	XL Value Package	\$1,000,00 🏑
* Running boards	* Audio control on steering wheel	Power Equipment Group	\$915,00 √
* Class V hitch	* Front axle capacity: 6000 lbs.	Snow Plow Prep Package	\$185.00 🗸
* Rear axle capacity: 6200 lbs.	* Front spring rating: 5600 lbs.	Upfitter Switches (6)	\$165,00 🗸
* Rear spring rating: 6340 lbs.	* Frame section modulus: 10,7 cu.in.	Rear View Camera & Prep Kit (Fleet)	\$415.00
* Frame Yield Strength 50000 psi	* Cab to axle: 56.1"		
* Axle to end of frame: 47.6"		Platform Running Boards	\$445.00 √
<u>Fuel Economy</u>	-	Daytime Running Lamps (DRL) (LPO)	\$45.00 V
City	Hwy	Exterior Backup Alarm (Pre-Installed)	\$140,00 ✓
N/A J	N/A	Engine: 6,2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Mike Shortall, Purchasing Director, City of St. Charles By: THOMAS SULLIVAN Date: 09/18/2018



2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Transmission: TorqShift-G 6-Spd Auto w/SelectShift Included GVWR: 10,000 lb Payload Package Included Tires: LT245/75Rx17E BSW A/S (4) Included Wheels: 17" Argent Painted Steel Included Rear Bumper Delete Included Spare Wheel, Tire, Carrier & Jack Delete Included 4.2" Center-Stack Screen Included Radio: AM/FM Stereo/MP3 Player Included SYNC Communications & Entertainment System Included Bright Chrome Hub Covers & Center Ornaments Included Chrome Front Bumper Included Steering Wheel-Mounted Cruise Control Included Accessory Delay Included Manual Telescoping/Folding Trailer Tow Mirrors Included Advanced Security Pack Included Power Locks Included Power Tailgate Lock Included Power Front & Rear Seat Windows Included Remote Keyless Entry Included Extra Heavy-Duty 200 Amp Alternator Included



Currie Commercial Center 10125 W. Laraway, Frankfort, Illinois, 60423 Office: 815-464-9200 2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

TOTAL	\$43,525.00
Destination Charge	\$1,495.00
SUBTOTAL	\$42,030.00

XL(X2B)
Price Level: 925 Quote ID: stch5002

Selected Options

Code	Description	MSRP	
Base Vehicle			
X2B	Base Vehicle Price (X2B)	\$38,490.00	
Packages			
600A	Order Code 600A	N/C	
	Includes: - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar Radio: AM/FM Stereo Includes digital clock and 6 speakers.		
Powertrain			
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	
	Flex-Fuel badge on fleet orders only.		
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00	
STDGV	GVWR: 10,000 lb Payload Package	Included	
Wheels & Tires			
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	
64A	Wheels: 17" Argent Painted Steel	Included	
	Includes painted hub covers/center ornaments		
Seats & Seat Trim			
1	Cloth 40/20/40 Split Bench Seat	\$100.00	
	Includes center armrest, cupholder, storage and driver's side manual lumbar.		
Other Options			
164WB	164" Wheelbase	STD	
96V	XL Value Package	\$1,000.00	

2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Selected Options (cont'd)

Code	Description	MSRP
	Includes: - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player Includes 6 speakers - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center sta smart-charging USB port and steering wheel audio controls: - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	ack screen, AppLink, 1
90L	Power Equipment Group	\$915.00
	Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes: - Accessory Delay - Manual Telescoping/Folding Trailer Tow Mirrors Includes power heated glass, heated convex spotter mirror and integrated turn signal indicators. - Advanced Security Pack Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/inti - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows Includes 1-touch up/down driver/passenger window Remote Keyless Entry	clearance lights and
473	Snow Plow Prep Package	\$185.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when or Switches (66S) and 110V/400W Outlet (43C).	rdered with Upfitter
	Includes computer selected springs for snowplow application. NOTE 1: Res Supplemental Reference or Body Builders Layout Book for details. NOTE 2: deterioration of ride quality when vehicle is not equipped with snowplow. Includes: - Extra Heavy-Duty 200 Amp Alternator	
66D	Pickup Box Delete	-\$625.00
	Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and ce lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR). Incomplete vehicle further manufacture and certification by a final stage manufacturer. In additional stage manufacturers to follow the recommendations of the Ford Incomplete Vehicles. Truck Body Builder's Layout Book (and applicable supplements). Includes: Rear Bumper Delete - Spare Wheel, Tire, Carrier & Jack Delete	le package - requires on, Ford urges
52B	Trailer Brake Controller	\$270.00
	Verified to be compatible with select electric over hydraulic brakes, Includes connector.	smart trailer tow
18B	Platform Running Boards	\$445.00
592	LED Roof Clearance Lights	\$95.00
PAINT	Monotone Paint Application	STD
66S	Upfitter Switches (6)	\$165.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when or 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Pkg. (47B). Located in overhead console. Includes:	dered with Plow/Camper
	- Extra Heavy-Duty 200 Amp Alternator	
585_	Radio: AM/FM Stereo/MP3 Player	Included

XL(X2B) Price Level: 925 Quote ID: stch5002

Selected Options (cont'd)

Code	Description	MSRP
	Includes 6 speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD c smart-charging USB port and steering wheel audio controls.	enter stack screen, AppLink, 1
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00
	Custom accessory	
Fleet Options		
942	Daytime Running Lamps (DRL) (LPO)	\$45.00
	Requires valid FIN code.	
	The non-controllable 942 Daytime Running Lamps (DRL) replace Lamps (DRL). Includes on/off cluster controllable.	the standard Daytime Running
872	Rear View Camera & Prep Kit (Fleet)	\$415.00
	Pre-installed content includes cab wiring, frame wiring to the rear indisplay with electronic mirror and 4" display. Upfitters kit includes of jumper wire and camera mounting and aiming instructions.	most cross member and video camera with mounting bracket, 14'
Emissions		
425	50-State Emissions System	STD
Interior Colors		
1S_02	Medium Earth Gray	N/C /
Primary Colors		
Z1_01	Oxford White	N/C
Upfit Options		
A-01	4-Corner LED Strobes	\$895.00
D-001	Delivery	\$175.00 🗸
P-01	Municpal Plates/Title-Shipped	\$203.00 🗸
SP-02	7'- 6 "BOSS SNOW PLOW	\$5,557.00
	Hand Held Controller Snow Deflector	
F-0012	8' Steel Service Body Model 796-2	\$10,971.00
	standard shelving consisting of 2 divider shelves for front verticals, one in rear vertical, one in curbside horizontal compartment, surface Lined rear bumper compartment. Tommygate G541340EA38 Tommygate, 1300# capacity, 49"X38"+1 bracket if needed. Auxiliary Tail Lights for Tommy Gate Bedliner Material on floor and compartment tops	, ,
L-01	1300 LB Tommy G-2 Liftgate	\$3,994.00
	Tommy Cata for Sanga Rady Alyminum Platform	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Tommy Gate for Service Body Aluminum Platform

2019 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 925 Quote ID: stch5002

Selected Options (cont'd)

Code	Description	MSRP
SUBTOTAL		\$63,825.00
Destination Charge		\$1,495.00
TOTAL		\$65,320.00

XL(X2B)
Price Level: 925 Quote ID: stch5002

Warranty - Standard Equipment & Specs

Warranty

Basic Distance	36000 miles	Months	36 months
Powertrain Distance	60000 miles	Months	60 months
Corrosion Perforation Distance	Unlimited miles	Months	60 months
Roadside Assistance Distance	60000 miles	Months	60 months

XL(X2B) Price Level: 925 Quote ID: stch5002

Pricing - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	\$38,490.00
Options & Colors	\$3,540.00
Upfitting	\$21,795.00
Destination Charge	\$1,495.00
Discount Adjustments	
Discount	-\$13,300.00
Total	\$52,020.00
Customer Signature	Acceptance Date

	AGEND	IDA ITEM EXECUTIVE SUMMARY A			Agenda Item number: *5.n		
ST. CHARLES	Title:	Recommendation to Approve Land Acquisition Easement Agreement Between the City of St. Charles and Medical Building Located at 110 S. 17 th Street					
SIN C E 1834	Presenter:	Pete	Peter Suhr				
Meeting: Government Services Committee Date: November 26, 2018							
Proposed Cost: \$0 Budgeted Amount: \$0 Not Budg			Not Budgeted:				
Executive Summary (if not budgeted please explain):							
Shopping Center property. The Lot 4 property includes land that surrounds a medical building which is owned by Canal Winchester LLC. and is located along 17 th Street. This particular land includes two separate parking lots (north and south of existing medical building) which are currently and historically been exclusively used by staff and customers of the medical building. As was originally planned when the City purchased Lot 4, staff is seeking approval to transfer ownership of the north parking lot to Canal Winchester LLC. In addition, staff is seeking approval of a parking and trash enclosure easement on the south parking area to the medical building for their use of said space. By doing so, the medical building patrons and staff will be able to use the parking lots surrounding the medical building as was always intended. The City would agree to resurface/ restripe the existing parking lot as part of this agreement and split the cost with Canal Winchester. Total project costs for this work are anticipated to be no more than \$20,000 and ongoing maintenance and reconstruction of the parking area will be the responsibility of the new owner.							
Attachments (plea	se list):						
*Second Restated a	and Amended	d Ease	ement Agreement				

Recommendation/Suggested Action (briefly explain):

Recommendation to Authorize Mayor and City Clerk to Execute Second Restated and Amended Easement Agreement Between the City of St. Charles and Canal Winchester LLC.

SECOND RESTATED AND AMENDED EASEMENT AGREEMENT

This Second Restated and Amended Easement Agreement ("Agreement") is made this 3rd day of December, 2018, by and between the City of St. Charles, an Illinois Municipal Corporation (hereinafter referred to as "Grantor"), and Canal Winchester LLC, an Illinois Limited Liability Company (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the owner of a tract of land upon which it intends to construct a new Police Station complex, and which is legally described in "Exhibit A" attached hereto and incorporated herein as "Lot 1;" and,

WHEREAS, Grantee is the owner of a tract of land which is improved with a two-story medical office building and legally described in "Exhibit B" attached hereto and incorporated herein and referred to as "Lot 2;" and,

WHEREAS, certain driveways ("Driveway Premises") run through and over and across Lot 1 and provide access to Main Street, Fourteenth (14th) Street and Seventeenth (17th) Street as more fully described in the Declaration with respect to the Valley Shopping Center Resubdivision dated April 25, 2018 and recorded in the office of the Kane County Recorder on April 30, 2018 as Document 2018K019689, attached hereto as and incorporated herein as "Exhibit C;" and,

WHEREAS, a paved parking lot for tenants, occupants and patients of the medical building is located to the north of the medical building on Lot 1, and which, along with land to the east and west of the medical building is depicted and legally described on "Exhibit D" attached hereto and incorporated herein; and,

WHEREAS, an area to the south of the medical building contains parking spaces and a trash enclosure which are located on Lot 1 and used exclusively by the occupants, employees and patients of the medical building facility. That portion of Lot 1 is depicted on "Exhibit E" along with access to the trash enclosure and parking spaces from 17th Street as depicted and legally described thereon; and,

WHEREAS, that the Grantor and Grantee recognize that substantial changes have occurred with respect to the use and configuration of Lot 1 since the Restated and Amended Easement Agreement executed by their predecessors in interest on June 13, 1994, which was recorded in the office of the Kane County Recorder as Document 94K051274 have taken place; and,

WHEREAS, the Grantor and the Grantee agree that it is in their best interests that the Restated and Amended Easement Agreement dated June 13, 1994, and recorded in the office of the Kane County Recorder as Document 94K051274 be further amended and restated in its entirety.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following grants, agreements, covenants and restrictions:

- 1. <u>Release of Prior Easements</u>. Grantor and Grantee, their successors and assigns, agree that all prior easements granted by virtue of the Restated and Amended Easement Agreement dated June 13, 1994 and recorded in the office of the Kane County Recorder as Document 94K051274 are hereby released.
- 2. <u>Grant of Easement</u>. Grantor hereby grants to Grantee, its successors and assigns, as easements appurtenant to Lot 2, in perpetuity a non-exclusive easement for ingress and egress across its property and to Main Street, Fourteenth (14th) Street and Seventeenth (17th) Street at the access points shown on "Exhibit C" and such other access points as may be installed in the future and through the Driveways described thereon.
- 3. <u>Parking Area, (10 Parking Spots)</u>: Grantor hereby grants to Grantee an exclusive easement for parking on ten (10) parking spaces and exclusive use of a trash enclosure located on Lot 1 and depicted on "Exhibit E" (the "Parking and Trash Easement"). Grantor shall repave the Parking and Trash Easement Area concurrently with the repaving of the Conveyance Parcel. The repaving cost shall be shared equally between the Grantor and Grantee.
- 4. <u>Conveyance of Parcel</u>. Grantor agrees to convey to Grantee the parcel of land described in "Exhibit D" (the "Conveyance Parcel"). Grantor shall resurface and restripe the existing paved parking lot presently located on the Conveyance Parcel by November 15, 2019. The resurfacing and restriping costs shall be shared equally between the Grantor and the Grantee. The consideration for said transfer is the release of the prior Easement obligations described herein.
- 6. <u>Real Estate Taxes</u>. In the event that the exclusive Parking and Trash Easement granted to the Grantee from the Grantor gives rise to a real estate tax assessment by the Kane County Supervisor of Assessments, the Grantee shall be responsible for payment of said real estate taxes as they become due.
- 7. <u>Warranties of Title</u>. Grantor and Grantee represent and warrant to each other that they have good and marketable fee simple title to the real estate comprising the Easement Premises.

- 8. <u>Running of Benefits and Burdens</u>. All provisions of this instrument, including the benefits and burdens and all covenants, representations and warranties, shall run with the land and are binding upon and inure to the respective assigns, successors, tenants, and mortgagees of the parties hereto.
- 9. <u>Notices</u>. From and after closing under the Contract, all notices and demands hereunder shall be delivered to Grantee at Canal Winchester LLC, 9440 Enterprise Drive, Mokena, Illinois 60448, and to Grantor at 2 E. Main Street, St. Charles, Illinois 60174. All notices shall be sent by registered or certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given five days after being placed in the mail.
- 10. <u>Governing Law.</u> This Agreement shall be governed by the laws of the state of Illinois.
- 11. <u>Amendment</u>. This Agreement may be amended only by an instrument signed by each party, and the holder of record of each mortgage encumbering each party's Lot.
- 12. <u>Amendment and Restatement</u>. This Second Amended Restated Easement Agreement amends and restates the Restated and Amended Easement Agreement recorded on June 23, 1994 as Document No.: 94K051274 in the Kane County Recorder of Deeds Office in its entirety.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunder set their hands and seals as of this 3rd day of December, 2018.

GRANTOR: City of St. Charles,	GRANTEE: Canal Winchester, LLC			
By: Raymond Rogina, Mayor	By: Michael H. Rose, its Manager			
ATTEST:				
Charles Amenta, City Clerk				

<u>ACKNOWLEDGEMENT</u>

STATE OF ILLINOIS)
OUNTY OF KANE)
BE IT REMEMBERED that on this 3 rd day of December, 2018, before me, a notary public in and for said County and State, came Raymond Rogina and Charles Amenta, Mayor and City Clerk, respectively, of the City of St. Charles, Illinois, a Municipal Corporation of the State of Illinois, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of the City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last written above.
Notary Public
My Appointment Expires:
STATE OF ILLINOIS)
) ss: COUNTY OF KANE)
BE IT REMEMBERED that on this 3 rd day of December, 2018, before me, a notary public and for said County and State, came Michael H. Rose, as Manager of Canal Winchester, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last written above.
Notary Public
My Appointment Expires:
This document prepared by and after Recording Mail to: John M. McGuirk Hoscheit, McGuirk, McCracken & Cuscaden, P.C. 1001 E. Main Street, Suite G St. Charles, Illinois 60174

"Exhibit A" Legal Description

LOT 4 IN VALLEY SHOPPING CENTER RESUBDIVISION, BEING A RESUBDIVISION IN SECTIONS 18 AND 33, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2018 AS DOCUMENT 2018K016459, IN KANE COUNTY, ILLINOIS.

"Exhibit B" Property Description

Address: 110 S. 17th Street, St. Charles, Illinois 60174

PIN: 09-33-126-019

Legal Description:

PARCEL ONE:

THAT PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF INDIANA STREET WITH A LINE DRAWN PARALLEL WITH AND 60.0 FEET EASTERLY OF THE EAST LINE (MEASURED AT RIGHT ANGLES THERETO) OF BLOCK 7, FAIRVIEW PLAZA, UNIT NO. 1, ST. CHARLES, KANE COUNTY, ILLINOIS; THENCE NORTHERLY ALONG SAID PARALLEL LINE 216.02 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 44 MINUTES 03 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 65.50 FEET FOR A POINT OF BEGINNING: THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 93.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 14.50 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 8.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 39.50 FEET TO A POINT THAT IS 70.20 FEET EASTERLY OF SAID EAST LINE (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 101.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 54.0 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL TWO:

EASEMENT FOR INGRESS AND EGRESS AND PARKING CREATED BY EASEMENT AGREEMENT RECORDED MARCH 16, 1994 AS DOCUMENT 94K23822 AND RESTATED AND AMENDED EASEMENT AGREEMENT RECORDED JUNE 23, 1994 AS DOCUMENT 94K51274 FOR THE BENEFIT OF PARCEL ONE OVER ADJACENT LAND DESCRIBED IN SAID EASEMENT AGREEMENT.

"Exhibit C"

17016059AWF PROPERTY ADDRESS:

1605 W. Main Street St. Charles, IL 60174

P.I.N.:

Prepared by+
RETURN TO:

Kevin M. Gensler, Esq. Dommermuth, Cobline, West, Gensler, et al., Ltd. 111 E. Jefferson Avenue Naperville, Illinois 60540



2018K019689 SANDY WEGMAN RECORDER - KANE COUNTY, IL

RECORDED: 4/30/2018 02:17 PM REC FEE: 53.00 RMSPS FEE: 9.00 PAGES: 9

DECLARATION WITH RESPECT TO THE VALLEY SHOPPING CENTER RESURDIVISION

This Declaration is made this 25 day of April 2018, by PLANK ROAD, LLC, an Illinois limited liability company ("Plank Road")

WHEREAS, Plank Road is the owner of the property that is the Re-subdivision of Valley Shopping Center Resubdivision recorder April 11, 2018 as Document 2018K016459 in the office of the Kane County Recorder of Deeds ("Re-subdivision"), legally described in Exhibit A, which is attached hereto and made a part hereof; and

WHEREAS, the Re-subdivision is to be redeveloped and improved; and thereafter maintained as a first class center with driveways for the benefit of the Parcels ("Services"); and

NOW, THEREFORE, Plank Road declares that the real property described in Exhibit A is and shall be used, held, sold, conveyed, transferred, mortgaged, and encumbered subject to this Declaration which is declared to be for the purpose of maintain and enhancing the desirability, attractiveness, harmonious and proper use of the Valley Shopping Center Re-Subdivision, to wit:

CHICAGO TITLE INSURANCE COMPANY 1795 W. STATE STREET GENEVA, RLINOIS 60134

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 The preambles to this Declaration are a material part hereof and are incorporated by reference.

2. The owner of Lot 4 in the Re-subdivision shall cooperate with the owners of all lots in the Re-subdivision to effectuate and perpetuate the use and enjoyment of the Services for the benefit of the Parcels by maintaining, snowplowing, repairing, repaving or reconstruction of the driveways in the Re-subdivision set forth on Exhibit B ("Driveways"), and the payment of the real estate taxes due pursuant to paragraph 2(b) of Document No. 2013K037521 recorded in Kane County, Illinois. All sums shall collectively be the 20sts.

3. The Owner of Lot 4 in the Re-subdivision shall perform, or cause to be performed, all work in connection with the Services in a manner which will not unreasonably interfere with the continued use and enjoyment of the Drivewrys. The Owner of Lot 4 in the Resubdivision shall, from time to time, notify all owners of lots within the Parcels of the cost of the work performed ("Costs"). Owners of Lots within the Parcels shall bear their share of the Costs as follows:

Re-subdivision Lot 2 9.69

Re-subdivision Lot 3 11.9%

Re-subdivision Lot 4 63.9%

Valley Lot h

14.6%

All owners of Lots within the Parcels shall pay their share of the Costs to the owner of Lot 4 in the Re-subdivision within 30 days' notice from the Owner of Lot 4 in the Resubdivision.

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2018K019689 2/9

- 4. No lot owner within the Parcels shall obstruct the Driveways or otherwise prevent the reasonable passage of pedestrians or vehicles over the Driveway, except in the event of emergencies or repairs.
- 5. All lot owners within the Parcels shall indemnify and hold the owner of Lot 4 in the Re-subdivision, its successors and assigns, harmless from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from and arising out of each owner's use of the Driveways, except where the claims, injuries, suits, dayages, costs, losses and expenses arise out of the negligence or intentional acts of the owner of Lot 4 in the Resubdivision or it's agents, successors or assigns.
- 6. Amendments. The provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by all at the record owners of the Valley Shopping Center Re-Subdivision, evidenced by a document that has been fully executed and acknowledged by such record owners and recorded in the official records of the County Recorder of Kane County, Illinois.
- 7. Covenants to Run with Land. It is intended that these Declarations, Covenants and Restrictions, set forth herein shall run with the land until revoked or amended by all of the record owners of the Valley Shapping Center Re-Subdivision.
- 8. <u>Term.</u> This Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Kane County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, cancelled or terminated by all of the then record owners of the Valley Shopping Center Re-Subdivision.

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IN WITNESS WHEREOF, the undersigned have affixed their signatures effective as of the date set forth above.

PLANK ROAD, LLC, an Illinois limited liability company

By: Mary Brown

Its: Vice President/Manager

STATE OF ILLINOIS

) ss.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that the above-named, Mary Brown, Vice President/Manager of Plank Road, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President/Manager, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25 day of April, 2018.

Notary Public

OFFICIAL SEAL
Notary Public
State of Illinois
CYNTHIA NOVOSEL
Commission # 505651
minission Expiration Date: APRIL 19, 2020

172629/1

4

2018K019689 4/9

EXHIBIT A

VALLEY SHOPPING CENTER RESUBDIVISION PLAT

LOTS 1, 2, 3 AND 4 IN VALLEY SHOPPING CENTER RESUBDIVISON, BEING A RESUBDIVISION IN SECTIONS 18 AND 33, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2018 AS DOCUMENT 2018K016459, IN KANE COUNTY, ILLINOIS.

LOT 1:

PIN: 09-33-126-024

ADDRESS: 1625 W. Main Street, St. Charles, IL 60174

LOT 2:

PIN: 09-33-126-025

ADDRESS: 1615 W. Main Street, St. Charles, IL 80174

LOT 3:

PIN: 09-33-126-026

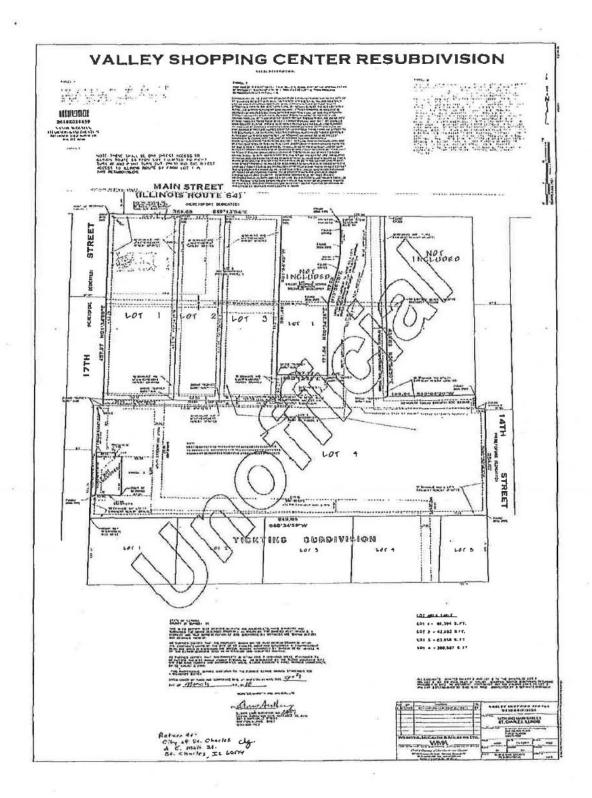
ADDRESS: 1545 W. Main Street, St. Charles, IL 60174

LOT 4:

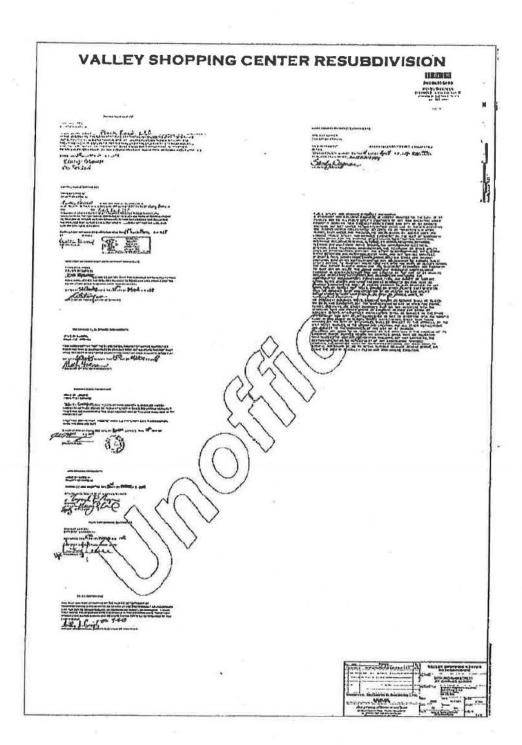
PINS: 09-33-126-020 and 02-33-126-028

ADDRESS: 1605 W. Main Street, St. Charles, IL 60174

172629/1



2018K019689 6/9

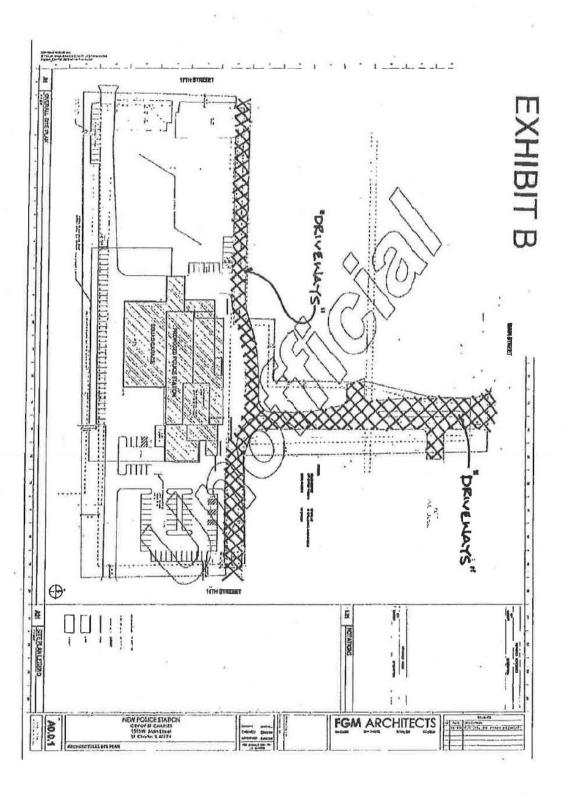


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2018K019689 7/9

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2018K019689 9/9

