

**MINUTES  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
MONDAY, JANUARY 24, 2011, 7:00 P.M.**

**Members Present:** Chairman McGuirk, Aldr. Stellato, Aldr. Monken, Aldr. Penny, Aldr. Carrigan, Aldr. Turner, Aldr. Martin, Aldr. Krieger, Aldr. Bessner, Aldr. Lewis

**Also Present:** B. Townsend, M. Koenen, J. Bernahl, R. Gallas, J. Lamb, G. Amburgey, P. Suhr, R. Tungare, Chief Lamkin, C. Minick

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

**2.\*a. Electric Reliability Report, December 2010**

Motioned by Aldr. Stellato, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

**2.\*b. Tree Commission Minutes**

Motioned by Aldr. Stellato, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

**3.a. Recommendation to Approve an Ordinance Change Regarding Prohibited Use of Carrying Weapons**

**Chief Lamkin presented.** This item relates to the existing weapons ordinance that we have. Our Ordinance is more restricted than State or Federal Law in terms of being able to transport a weapon through City limits. The modification we made is to add to the Ordinance language so it doesn't supercede any State or Federal Law that is in effect at the time. The change has been reviewed by Attorney Good.

Staff is recommending approval of the Resolution to change the Ordinance.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

**3.b. Recommendation for Approval of the Foot Mechanics Memorial Day Main Street One Mile Run**

**Chief Lamkin presented.** This is the second year for the Foot Mechanics Memorial Day Main Street Run. We have reviewed the process from last year; things went well. The run does require a significant closure on Main Street for several hours. As you may recall, it precedes the Memorial Day Parade. I added recommendations in regard to staffing, in part because we need to make sure we don't have any traffic come on to Main Street. We did have an issue last year with volunteers not staying where they need to be.

Foot Mechanics is not a not-for-profit. They have indicated they donate the money raised to a not-for-profit. They are here this evening if you have questions for them.

I have identified six items in your packet of information that need to be approved; item six in particular is to verify that you are all in agreement with the City policy in terms of how it is paid for.

No further discussion.

Motioned by Aldr. Penny, seconded by Aldr. Stellato. Approved unanimously by voice vote. **Motion carried.**

**3.c. Recommendation to Approve a Resolution for the Closure of Main Street for the Memorial Day Parade**

**Chief Lamkin presented.** Last year, because of the two separate events, IDOT asked us to do a Resolution for each event. You just approved a Resolution to allow for the closure on Main Street for the Foot Mechanics Run, this is a Resolution to extend the closure on Main Street for the Parade.

No further discussion.

Motioned by Aldr. Penny, seconded by Aldr. Stellato. Approved unanimously by voice vote. **Motion carried.**

**3.d Recommendation to Approve Various Parking Lot Restriction Changes in Downtown Parking Lots**

**Chief Lamkin presented.** These items have already been completed in the Downtown SSA under the Authority of the Police Chief. We have been operating with these things in place. We decided that since they seem to be working well, we would like to have them Ordinance. I've outlined each one and provided exhibits for your review.

Item One is for a loading zone by First Street Plaza, largely to restrict the area along the dumpsters. Item two is Parking Lot "I", the parking deck top floor, for snow removal

purposes. Item three relates to the City Hall lot; we treated that as a snow route this year so we've been able to clean the snow out. Item four relates to the spaces directly behind 18 North, we've changed those to accommodate compact cars to allow better visibility. Item five relates to the Police Department lot; we are restricting one space because there are times we need the Community Restitution van to be able to park there.

Staff requests all of these items be Ordinance to allow us to continue doing what we are doing today.

No further discussion.

Motioned by Aldr. Carrigan, seconded by Aldr. Stellato. Approved unanimously by voice vote. **Motion carried.**

**3.e. Recommendation to Approve City Ordinance Changes for Enforcement of Equipment Violations of Motor Vehicles**

**Chief Lamkin presented.** I spoke with Attorney Good in regard to the ability for us to enforce certain types of equipment violations under a parking type ticket, as opposed to an Illinois Uniform Citation. This discussion initiated from a review of ways we could better address motorcycle noise. The change being proposed allows equipment violations identified under the Illinois Vehicle Code could also be cited for a vehicle that is not actually driving down the road. That being, if an officer is acquainted with a cut-off pipe situation on a parked motorcycle, that could have a ticket hung on it, just like we do with a parking ticket.

Attorney Good expanded it to cover all of the various equipment violations related to motor vehicles.

No further discussion.

Motioned by Aldr. Penny, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

**3.f. Recommendation to Approve a Resolution for a Request to Renew the Animal Control Contract between Kane County and the City of St. Charles**

**Chief Lamkin presented.** In 2008 the County built a new animal control facility. Eventually we entered into a contract in 2008, a copy of which I have provided in your packet. Within the contract there is a provision in Section 8 regarding renewal. I've been on the steering committee with MetroWest in anticipation of this renewal. MetroWest has requested that all municipalities currently involved with the contract make a determination to extend the contract, and that extension needs to be done by Resolution at least 60 days in advance of the contract expiring.

Based on our overall experience, the facility has met our needs. Therefore, Staff recommends extending the contract with Kane County for Animal Control.

No further discussion.

Motioned by Aldr. Penny, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

**4.a. Recommendation to Consider Boundary Agreement Between St. Charles and Wayne**

**Rita Tungare presented.** This Boundary Agreement, which was entered into in 1989 recently expired in February 2009. We have a revised agreement in your packets, which was jointly prepared by the City Administrator, Mark Koenen and myself, along with the Gerry Gorski, City Attorney. Attorney Gorski has worked with Wayne's Village Attorney in preparing this agreement; this is indeed a collaborative effort.

The Agreement for the most part remains unchanged. The Agreement has been revised to accurately reflect the boundary line to revise legal descriptions and there is also an added provision in the agreement which addresses a couple situations where there are certain adjacent parcels that are under single ownership, but they fall within different jurisdictions. There are a couple parcels on the St. Charles side and a couple which are on the Wayne side. The agreement allows for the property owners to request disconnection and annexation to get proper jurisdiction for the property to be developed in conjunction with the adjoining parcel. They will obviously have to through the appropriate process for disconnection and annexation, but the agreement allows for that to happen.

Neither party forfeits their rights to this agreement to file statutory objections to proposed rezoning within one and a half miles off the corporate limits. That is typical of boundary agreements, but we have ensured that provision has been carried forward in this Agreement as well.

Legal notices have been published for Wayne's hearing, which is scheduled for February 1, 2011 as required by State Law, and for St. Charles when the hearing will be conducted on February 7, 2011.

No further discussion.

Motioned by Aldr. Penny, seconded by Aldr. Stellato. Approved unanimously by voice vote. **Motion carried.**

**7.a. Recommendation to Waive the Bid Procedure and Purchase (3) – 2011 Police Pursuit Vehicles (MOVED UP FROM BOTTOM OF AGENDA)**

**Christopher Minick presented.** We are seeking recommendation of approval for the purchase of three squad cars and waiver of the bid procedure. We anticipate completing the purchase through Zimmerman Ford, the local dealer. They did provide the low quote for the three squad cars in the amount of \$68,021.00, which was lower than the State of Illinois Bid Procedure as well as the Suburban Purchasing Cooperative price for those particular squads.

We anticipate they will replace three squad cars currently in the fleet that are scheduled to be replaced due to their high mileage and condition. We also anticipate delivery of these squads after May 1. Funds would be available in the fiscal year 2011/2012 budget for the purchase. However, we do need to place the order prior to February 28 to make sure we are on schedule.

**Aldr. Carrigan:** With the Crown Victoria going out of production, what are we looking at as a replacement?

**Chief Lamkin:** Ford has come out with a Taurus squad car, we did purchase a Charger last year and we are also aware Chevrolet is bringing back a Caprice. We are doing research before next year to see which one will best fit our needs.

**Aldr. Carrigan:** What do we consider high mileage?

**Chief Lamkin:** We are running our cars well over 100,000 miles by the time they are traded in; we've had some get upwards of 110,000 to 115,000 miles.

No further discussion.

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

**4.b. Quarterly Presentation of Traffic Signal Study**

**James Bernahl presented.** Most of the morning traffic on Rt. 64 from Oak St. to Pheasant Run remains consistent. In the PM hours, times are consistent as well. For 7<sup>th</sup> St. to 7<sup>th</sup> Ave., times remain consistent. The biggest change we saw was a significant increase on Rt. 64 from 7<sup>th</sup> St. to 7<sup>th</sup> Ave. It looks skewed because we had construction taking place on Rt. 25 and Rt. 31. I'm not alarmed; we don't anticipate a major long-term change.

No further discussion.

**4.c. Presentation of Summary for 2010 MFT Street Program and Presentation of 2011 Street Program**

**James Bernahl presented.** PowerPoint presentation by James Bernahl.

No further discussion.

**4.d. Presentation of Change Order #1 (Final) for Walnut Drive Phase 1 in the Amount of \$80,263.27**

**James Bernahl presented.** As you may recall, we removed the entire section of roadway. During the course of construction we determined there was more inorganic, non-constructive material that had to be removed. We removed about 950 cubic yards of this material. Based on that, there was an increase in the contract of \$80,263.27. This was not originally budgeted for; however, in working with Finance we were able to find remaining monies from the storm sewer section. In addition, there was City contribution to a CMAQ Grant that IDOT has taken over as part of the IL Rt. 64 project and also some remaining dollars for a sign contribution from a grant that we didn't receive.

Staff recommends approval of the change order.

No further discussion.

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

**4.e. Re-Adoption of St. Charles Engineering Design and Inspection Policy Manual**

**James Bernahl presented.** We are asking for the re-adoption of the Engineering Design and Inspection Policy Manual. Just a quick history, this was brought to the Council last year, it was a culmination of the Engineers in Public Works, Community Development and also the individual Public Works Operational Divisions. We were trying to consolidate most of the current design and inspection guidelines in the City standards that we use and put them into one condensed version.

As part of an earlier presentation, we said that we would come back annually to let you know of any changes that we have made. With that, there were no changes to language about engineering specifics. The changes made to the details were minimal; your packet contains a copy of the details.

With that, staff recommends the re-adoption of the St. Charles Engineering Design and Inspection Policy Manual, and we will come back a year from now with any new changes.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

**4.f. Recommendation to Award Contract to Wills Burke Kelsey Associates for Design Consulting Services for the Fox Glen Creek Investigation and Design in the Amount of \$54,500.00**

**James Bernahl presented.** There are erosion issues taking place at this location; for example, at the spillway along the creek. This is something we have to address in very short order. There is the collapse of the embankment wall near the St. Charles Country Club – it is a 25-foot high wall, and during heavy rain events the severe erosion contributed to causing the wall to collapse. Many of the trees along the embankment are falling down and blocking the creek, along with excessive soil that is now in the Country Club detention ponds.

This contract is to design the concept plans. We will meet with impacted parties to discuss remediation.

Staff recommends awarding the contract to Wills Burke Kelsey Associates in the amount of \$54,500.00 to move forward with the concept designs and engineering.

**Aldr. Stellato:** This is to get the design going so you can go looking for grant money?

**Mr. Bernahl:** That is correct. We have opportunities for a spillway grant; we are working with Kane-DuPage Soil and Water Conservation District; we have been approved for approximately \$27,000 in grant dollars from them. Once the plans have been finalized this dollar value will be re-evaluated. The key here is once we have a design we can really start to pursue grants, because most organizations want to see a concept of what we are going to do.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

**5.a. Update on Discussions with ComEd Regarding Reliability and Maintenance Issues**

**Glynn Amburgey presented.** The last outage we had relevant to ComEd's 34.5 system was on November 25. That particular outage was a momentary outage that impacted our Peck Road substation. A cause has not been identified; it is suspected that it was an animal contact.

Relevant to how we have performed in the last year, (2010) we saw seven sustained outages and 13 momentary outages, which was about the same as what we had in 2009.

In 2009 there were nine sustained outages and 13 momentary outages. Even though we didn't have a significant change in performance, it was prevalent throughout the year in 2009, where in 2010 most of it happened earlier in the year.

**Aldr. Carrignan:** The two years you've been having these meetings with ComEd, we seem to have gotten to a place where we have strong communication. But are they just becoming routine now? I think you've done a great job in getting them to communicate, but I don't want this to become routine; I want them to know we're watching.

**Mr. Amburgey:** I appreciate the comment; yes, they are paying very close attention to us. Anytime there is an issue, my cell phone is ringing right away. ComEd is on the phone to me and we have the ability to communicate with them 24/7.

Having said that, they are also doing things to devote attention to our system that is a direct result of these discussions. When we meet, they are always enthusiastic about what they are doing to help our system.

**Aldr. Carrignan:** You've worked really hard to get the communication where it is today and it is good see that we are making progress. Very nice job!

No further discussion.

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

#### **5.b. Recommendation to Approve Demand Response Program**

**Glynn Amburgey presented.** When there is a peak power demand on the electric system, there are two actions that our transmission supplier can take – bring more generation on line or reduce the amount of load that is on the system at that particular time. That's called Demand Response. PJM, our Regional Transmission Operator, has a program whereby they will pay customers to reduce power during these peak periods. That is their Demand Response Program. You may remember a number of years ago we came forward and said we want to restrict our customers from participating directly in those programs without our involvement, and we passed an Ordinance at that time. Since then, our supplier, Illinois Municipal Electric Agency (IMEA) has developed their own program to allow participation in the PJM demand response. This particular Ordinance will allow our customers to directly participate through IMEA in demand response programs. This is designed as a cost sharing between IMEA and our customer; the City can also take advantage of this. It is designed in such a manner that there is no cost to us; any costs that we would incur are directly billable to the customer. While this will be at no cost to the City, it gives our customers the opportunity to participate in demand response.

**Aldr. Stellato:** Maybe I can understand better if I know exactly what happens. Say I'm a big electric user and it's a hot summer day. Does someone contact me and then I shut the lights off? Is it more complex than that?

**Mr. Amburgey:** Say you've got a 100 horsepower motor. PJM says we are nearing our peak, we're calling a demand emergency. IMEA (or someone) would contact you to say that PJM is calling demand response and they are asking you to shut off that 100 horsepower motor.

**Aldr. Stellato:** How do they know when I do that?

**Mr. Amburgey:** Through metering, and that cost would be the customer's responsibility.

**Chairman McGuirk:** If you are not in a municipality like IMEA, and you involve yourself, do you keep all the money or is there some sharing with another entity?

**Mr. Amburgey:** The reason this comes up is because there are a lot of consultants that are promoting these programs where they'll come in to an industrial customer served by ComEd and they'll manage this program for them on a cost sharing basis. The customers have the ability to go straight into PJM and get the full share, but it's a very complex issue and most industrial customers don't know knowledgeable staff available to be able to operate those programs.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Stellato. Approved unanimously by voice vote. **Motion carried.**

**6.a. Recommendation to Proceed with Sale of Dunham Hunt House (Follow-up from November GSC)**

**Mark Koenen presented.** This is a continued conversation from November Government Services. I believe the Executive Summary generally describes the action or guidance you offered at the last meeting about how to proceed with the sale of that property, but there were a couple open questions. The first question centers on how to dispose of the land. In your packet tonight is a memo from Robin Jones of Gorski Good who begins to describe three alternatives for disposing of property. The first is to advertise, bid it out and choose the high bidder; second option is to sell the land, but not for less than 80% of the appraised value; third option is to solicit proposals. The City is allowed to do option three because we are a Home Rule; this is something smaller communities cannot do. But it gives us the flexibility in dealing with price and also dealing with the purchaser and what the terms of that deal might be.

Staff recommends going with option three, the proposal alternative. This is where we look for guidance; Staff wants to make sure you are comfortable with this decision before we get ahead of ourselves in developing the proposal and the conditions for that proposal.

**Aldr. Stellato:** I'm comfortable with the Home Rule option because we can set conditions, meet the developer, determine a plan; I'm very comfortable with that approach.

**Aldr. Carrignan:** I agree; it lets us work with someone. I feel you are boxed in when you get to the high bid.

**Chairman McGuirk:** Do you need a vote on that?

**Mr. Koenen:** A consensus is fine.

**Chairman McGuirk:** Okay, we all agree.

**Mr. Koenen:** The second issue deals with the aesthetics of the building. It needs structural repairs, painting, etc. As we write a proposal for the purchaser, would we choose to want to specify in that document a timeline when we would like to have specific aspects of the building renovated and correspondingly, would we want the purchaser to secure an escrow with the City? Doing so would complicate the issue.

**Aldr. Stellato:** For example, you ask that the buyer post a letter of credit. That might make it more difficult, but we have to be careful. If we decide to move forward and they don't follow through with repairs, that's not good. I think that should be standard procedure in this case.

**Aldr. Carrignan:** Does that put somebody in a box though? Not only do you have to buy the house, now you have to come up with a letter of credit.

**Aldr. Stellato:** Keep in mind how a credit of letter works; you have to post a certain amount and all you do is pay a percentage of that interest. You have to have the financial wherewithal to go to a bank and set aside money and you pay 1% or 2% on that while the letter of credit sits in the bank. You don't actually take money out of your pocket to do it. We can ask for it, it doesn't hurt.

**Aldr. Carrignan:** I think it should be part of the negotiation, but are there other creative ways do accomplish this? My sense is there is going to be someone who wants to invest in it and it's going to be a long-term investment. For someone like that to not only come up with the money to pay the house and the money to refurbish the house over a period of time and the letter of credit to guarantee that; there is a lot of money being laid out at the front end.

**Aldr. Stellato:** One other thought would be a contract sale. Someone comes along and pays so much per year, they move forward and if at any time they do not conform, we simply take the property back.

**Aldr. Carrigan:** Set milestones within the contract. I'm just trying to be creative because I think we would block a lot of potential people who want to buy the house.

**Chairman McGuirk:** I'd be concerned about putting too many conditions on it.

**Mr. Koenen:** So if I hear the guidance you are offering, you would like us to sell the home and perhaps negotiate the best deal we can get, while setting a series of milestones that gets the house fixed up over some time frame which could be five, seven, ten years.

**Aldr. Penny:** That would be in lieu of just selling it and not worrying about it. We're trying to make sure it doesn't end up in worse shape than it is?

**Mr. Koenen:** Correct.

**Aldr. Bessner:** Five to ten years sounds good.

**Mr. Koenen:** We will write up what we think we heard in terms of a proposal, and will bring that back to you and let you read it to make sure we capture the spirit of what you want. How does that sound?

**Aldr. Stellato:** The key, Mark, is if it's a contract sale we want to hold title until it's completed. If they meet milestones along the way, at some point in time title can be transferred over to the new owner. We want to keep the title in our pocket.

**Aldr. Bessner:** Does this conflict with our historical preservation in any way?

**Mr. Koenen:** I don't believe so. When we did the presentation in November 2010, Russell Colby, who is City Staff to the Historic Preservation Commission, stated he had shared information with the Historic Preservation Commission. At this point in time, I think we have the same interests. They want to see the house fixed up and usable and part of the community that someone can enjoy.

**Aldr. Bessner:** I just thought of that because in your packet you talk about certain materials to use for future improvements and I wasn't sure if the guidelines were your beliefs or if that tied into any historical ramifications.

**Mr. Koenen:** Because the Dunham Hunt House is in a historic district, when they do any work on the house, the new property owner will be obligated to get a building permit. At that time, those repairs will be evaluated on the guidance in the code. Any repairs they do have to be consistent with historic preservation practices and will be evaluated at that time with tools necessary to issue the building permit.

**Aldr. Bessner:** I'm just trying to understand if this is going to turn out to be more complicated for a potential buyer knowing there is historical ramifications, rather than using standard guidelines.

**Mr. Koenen:** It is a more complex process, but I think the person who buys this house will buy it because they love historic structures.

**Aldr. Lewis:** Can anyone buy it and tear it down?

**Mr. Koenen:** No; that will be a condition. There will be no removal and you cannot relocate the home to a new site.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

**6.b. Recommendation to Approve Contract with Wills Burke Kelsey Associates for the River Grange Subdivision Utility Project**

**Mark Koenen presented.** River Grange Subdivision is north of St. Charles on the west side of the river, immediately north of Rivers Edge or the Reserves of St. Charles and just outside of St. Charles. It's been there over 30 years and currently is a combination of single-family residential properties, which are on well and septic or on a private water and sewage system that is managed by American Water. We have Mr. Richard Herrmann of American Water here tonight, if you have any questions.

I bring this to you tonight not so much for this request, rather a request that we retain a local consultant to evaluate the downstream sanitary sewer system. Before we would chose to accept more wastewater upstream and outside the City of St. Charles, we would want to evaluate what that wastewater would do in our downstream system as it's making it's way to the wastewater treatment plant in dry weather, as well as in wet weather.

There are approximately 24 homes, about 70 total in the subdivision.

I'm asking for your guidance to enter into that engineering contract, but only pursuant to an escrow from American Water to cover our expenses because it was something we did not budget for.

**Aldr. Carrigan:** Mark, you said 24 houses, and then you said 70 houses. Are you saying there are 24 houses currently on the system?

**Mr. Koenen:** Yes; there are currently 24 houses on the private water and sewer system.

**Aldr. Carrigan:** Are they looking to bring the other 50 houses on?

**Mr. Koenen:** Potentially. They are on well and septic now, and there are a few vacant lots. I can't answer why some are on and some aren't. Currently American Water has an ICC Certification, which says this area with this development can have this private sewer and water company provide service. If St. Charles were to say that we would provide them with water and sewer, we would be taking on that obligation if someone wanted water and sewer in the future within this defined parcel of ground.

**Aldr. Carrigan:** Do we do this anywhere else?

**Mr. Koenen:** There is nothing we have done recently. Most service we provide outside St. Charles is historical. The Wildrose area was an agreement from the 1960's. At the IYC, we inherited the obligation to provide wastewater and water service to the juvenile court facility as a function of our agreement with the Department of Corrections.

**Aldr. Penny:** I remember Rainbow Hills wanted to hook up and we said no, correct?

**Mr. Townsend:** There was a request from a homeowner who wanted to hook up to water and sewer and our direction was that we wanted a whole area before we would even consider it. That was four or five years ago.

**Chairman McGuirk:** We connect with Wildrose for water only, right?

**Mr. Koenen:** Wildrose is for water and sanitary sewer.

**Chairman McGuirk:** What is in it for us?

**Mr. Koenen:** It's additional revenue for the water and sewer utility which we do not derive today. We'll be exploring a surcharge on water or some sort of contribution to enhance the deal at the beginning of their service life. That hasn't been addressed yet because we need to deal with technical issues. We do know in some locations people charge a surcharge for utility service.

**Chairman McGuirk:** And you would pick up a system that is probably not according to our specifications?

**Mr. Koenen:** The deal we've discussed so far is American Water will continue to operate the water distribution and the sanitary sewer collection facilities. We will accept their wastewater at the line and we will provide them water at the line and they take care of it from that point. They would need to meet our code requirements, but we would not take care of the infrastructure in River Grange Subdivision.

**Aldr. Stellato:** Most of the lots west of town in unincorporated areas are larger because they have a septic field. My question is, can we restrict what type of development happens adjacent to our borders? I would be concerned if we provided sewer and water

and all of a sudden because of that, they went to the County, got an application, made smaller lots and put more houses up.

**Mr. Koenen:** Because it would be a contract that we would be entering into, I'm sure we can limit service. What you just talked about would be a zoning change; I'm assuming there is County zoning that says how large the lots have to be and they have to go back to the County to restructure the agreement to double the size of the subdivision.

**Aldr. Stellato:** But the argument would be better if they didn't have septic. I think we need to have jurisdiction over that.

**Mr. Koenen:** We will also restrict how much wastewater we will accept from their development.

**Chairman McGuirk:** The request is that we approve a contract to study all these issues and that these folks are going to pay for that study? And the money is going to be placed in escrow?

**Mr. Koenen:** That is correct.

**Aldr. Penny:** So are agreeing to a study only.

**Mr. Koenen:** Just the engineering.

No further discussion.

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

#### **6.c.I Recommendation to Approve Contracts for the WWTF Headworks Project – Construction**

**John Lamb presented.** In November 2010, the Committee approved a construction management proposal from Seagren Construction. Since then, Seagren has obtained pricing for construction from subcontractors in the amount of \$507,950.00. This money is currently in the budget and although Seagren obtained the pricing through the construction management firm process, staff is requesting waiving of bids for this pricing submittal. Therefore, staff is requesting waiving the bid and recommending award to Seagren Construction in the amount of \$507,950.00.

No further discussion.

Motioned by Aldr. Stellato, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

**6.c.II Recommendation to Approve Contracts for the WWTF Headworks Project – Construction Engineering Amendment**

**John Lamb presented.** Approximately one year ago, the Committee approved a contract with Trotter and Associates for the design of this project. At that time, there was no construction engineering included. Trotter and Associates have recently submitted a proposal for \$39,000.00 for construction engineering for this project; services will include inspections, preparing records, final drawings and work with the construction management company.

Staff is recommending approval of contract addendum from Trotter and Associates in the amount of \$39,000.00.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Stellato. Approved unanimously by voice vote. **Motion carried.**

**6.d. Recommendation to Accept Proposal for the Painting Touch-up and Overcoat for the Campton Hills Water Tower**

**John Lamb presented.** The elevated storage tank is in need of painting and repair. Complete rehabilitation is proposed in FY 14/15 at an estimated cost of \$675,000.00. In order to perform that work, the tank needs to be taken out of service. Due to several projects in the current budget year coming in under budget, there is money to perform a touch-up and overcoat of the tank at a cost of approximately \$59,500.00.

Staff believes the cost is justified and will improve both the integrity and appearance of the tank, and should last for six years or more, which will time to have adequate funds appropriated for FY 14/15. During the touch-up process, it will not be necessary to take the tank out of service, so we can maintain water service to residents.

We received two proposals for performing this work, and staff is requesting to award H2O Towers in the amount of \$59,500.00 for the painting and overcoat of the tower.

**Aldr. Bessner:** If this is approved, when will this start and how long will it take?

**Mr. Lamb:** We'll have to wait until April or May. I believe the work time is at least two to three weeks.

No further discussion.

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

**6.e. Recommendation to Accept Quotation from Clarke Environmental Mosquito Management for Mosquito Control**

**Peter Suhr presented.** The City has provided services related to mosquito abatement for over 25 years. Clarke Mosquito has provided that service to our community since the beginning. They have always been a reliable service, and progressive in the way that they approach dealing with mosquitos. Clarke is considered one of the top experts in our area and served many surrounding communities. Their services include surveillance and monitoring, larval control and adult control as detailed in the Professional Services outline, included in your packet.

They also provide exceptional customer service and have over 25 years of data and history specific to St. Charles, which is really the backbone of a successful program. In 2010 Clarke's three-year agreement with the City expired. Staff recommends renewing services with Clarke Environmental for an additional three years. Mindful of the current economic conditions, Clarke Environmental has agreed to hold their pricing from last year for 2011 and will include a 3% increase for 2012 and 2013.

Staff recommends the approval of Clarke Environmental for mosquito abatement services through the 2013 season and a request to waive the bid process.

No further discussion.

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

**6.f. Recommendation to Approve the Purchase of a New Sweeper and Ordinance Authorizing Trade-In of Existing Sweepers**

**Peter Suhr presented.** Currently the Public Services Division has two sweepers that are utilized primarily for cleaning the Public Works garage, parking decks and occasionally a parking lot, sidewalks, streets and special events. This is not to be mistaken with the two big street sweepers that we have on the streets. These are facility type sweepers that we use within Public Services and are much smaller than the machines you see on the street. Both of these sweepers have seen increased maintenance costs in recent years and are at the end of their useful life. Both sweepers are scheduled for replacement this year and are budgeted. In an attempt to continue to reduce maintenance costs within our fleet, increase operational efficiencies and reduce fleet vehicles, staff recommends selling both sweepers and replacing them with only one new sweeper.

This new sweeper will provide all of the functionality of the two existing sweepers combined, and the two existing sweepers will be traded as part of the sale. In addition, the new "Green Machine 636" that we are considering for purchase is a demo vehicle that has approximately 85 hours of use. This demo unit includes all standard warranties and is approximately \$21,500 less than a comparable new vehicle.

Staff recommends awarding the purchase of Tenant Green Machine 636 Sweep demo model in the amount of \$69,070.00 after trade-in to Standard Equipment Company and request to waive the bid procedure and also approve an Ordinance Authorizing Trade-In of City vehicle 1795 and City vehicle 2134 for \$1,000.00.

**Aldr. Bessner:** In regard to the trade-in value, where does \$1,000.00 come from? Is that literally what's left of the value?

**Mr. Suhr:** Yes, that literally is what's left of the two machines we currently have. They are basically scrap. They have been sitting in our facility for the past three months, both in need of serious repair.

No further discussion.

Motioned by Aldr. Penny, seconded by Aldr. Monken. Approved unanimously by voice vote. **Motion carried.**

## **8. Executive Session – Discuss Land Acquisition**

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

**Chairman McGuirk:** Please take a roll call vote.

**K.Dobbs:**

**Stellato:** Yes

**Monken:** Yes

**Penny:** Yes

**Carrigan:** Yes

**Turner:** Yes

**Martin:** Yes

**Krieger:** Yes

**Bessner:** Yes

**Lewis:** Yes

Executive Session adjourned at 8:30 p.m.

Motion by Aldr. Krieger, seconded by Aldr. Monken. No additional discussion. Approved unanimously by voice vote. **Motion carried**

## **9. Additional Business**

None.

**10. Adjournment**

**Meeting adjourned at 8:31 p.m.**

Motion by Aldr. Martin, seconded by Aldr. Carrigan. No additional discussion.  
Approved unanimously by voice vote. **Motion carried.**