AGENDA CITY OF ST. CHARLES, IL GOVERNMENT SERVICES COMMITTEE MEETING JAMES MARTIN, CHAIRMAN

MONDAY, JULY 22, 2013, 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.** EAB Control Efforts Information only.

4. PUBLIC WORKS DEPARTMENT

- **a**. Presentation to provide Update on IL Route 64 Projects Information only.
- **b**. Recommendation to Prepare an Ordinance approving street name change for Charter One Avenue.
- c. Recommendation to approve Design Engineering Services for the IL Rt. 25 Watermain Replacement Extension.
- **d.** Recommendation to approve Contract Extension with Capital Infrastructure, LLC.
- e. Recommendation to approve a budget addition for electric utility work related to the McDonalds Rebuild at 1915 West Main Street.
- **f. R**ecommendation to approve 107 109 East Main Street Building Improvements Project.
- **g.** Recommendation to approve Contractual Services for Storm Sewer Catch Basin Cleaning Services.
- **h**. Recommendation to approve Contractual Services for Stormwater Televising and Cleaning Services.
- i. Recommendation to approve Asphalt Parking Lot Construction Project.

Government Services Committee Meeting Monday, July 22, 2013 Page 2

- **j.** Recommendation to waive the formal bid process and approve purchase of a Trailer Pump from Xylem/Godwin for the Sanitary Sewer Division.
- **k.** Recommendation to approve Change Order No. 4 for Biosolids Building Construction Project.
- **I.** Recommendation to approve Refuse Ordinance Authorizing Amendment of Title 8 "Health and Safety" Chapter 8.24, "Garbage and Refuse", Section 8.24.040 "Charges and Bills" of the St. Charles Municipal Code.
- **m.** Recommendation to approve Renewal of Land Lease and Biosolids Application Agreement.
- **n.** Recommendation to approve VFW Parking Lot Construction Agreement.

5. POLICE DEPARTMENT

- **a.** Recommendation approve IDOT Resolutions for the Closure of 2nd St. (Route 31) at Illinois Street for Two High School Homecoming Parades.
- **b.** Recommendation to approve Street and Parking Lot Closures and Amplification for the 2013 Scarecrow Festival.

6. ADDITIONAL BUSINESS

7. EXECUTIVE SESSION

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining

8. ADJOURNMENT

		Agenda I	TEM F	Execu	TIVE SUMN	IARY
	Title:	Electric Reli	ability	Repo	ort – Inform	ation Only
ST. CHARLES	Presenter:	Tom Bruhl				
Please check appropri				-		
Government O	perations		Х	Gove	ernment Servi	ices 07.22.13
Planning & De	velopment			City	Council	
Public Hearing						
Estimated Cost: \$			Budg	eted:	YES	NO
If NO, please explain	now item will	be funded:			· · · ·	
Executive Summary:						
For information only.						
Attachmontae (nlogge	1:54)					
Attachments: (please	llSl)					
June 2013 Outage Rep	ort.					
Recommendation / S	uggested Action	on (briefly expla	in) :			
For information only.						
For office use only:	Agenda Iten	n Number: 3.a				

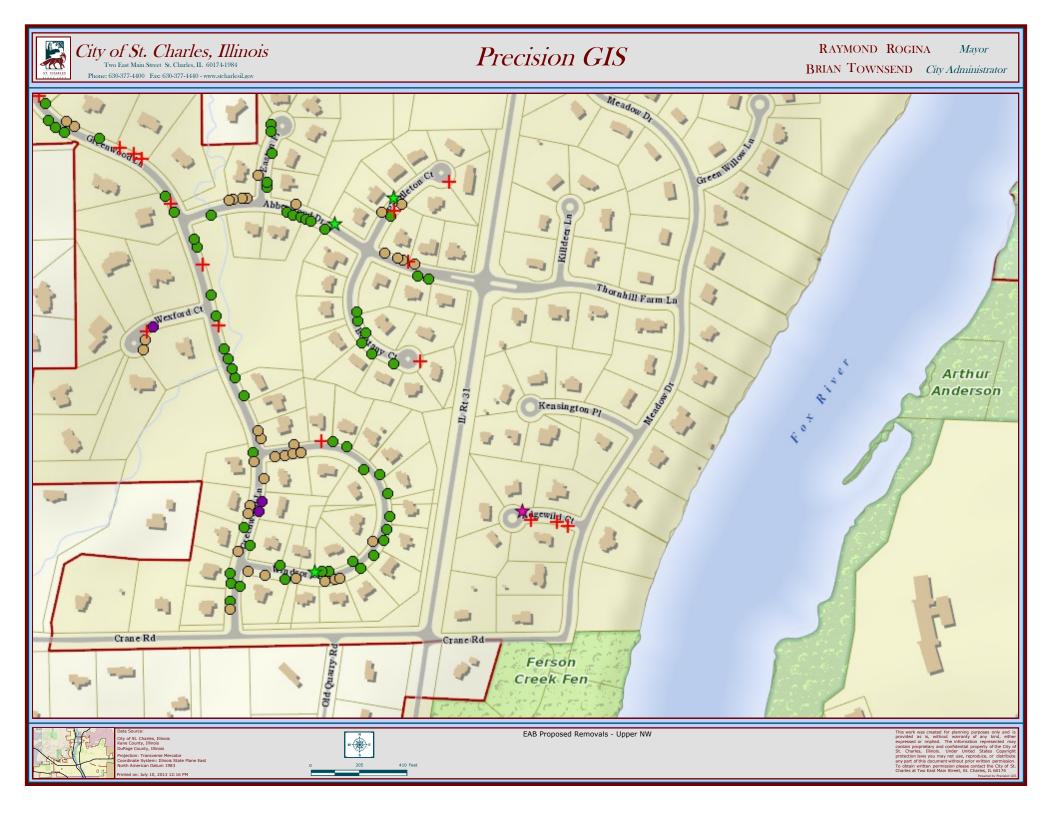
MONTHLY OUTAGE REPORT

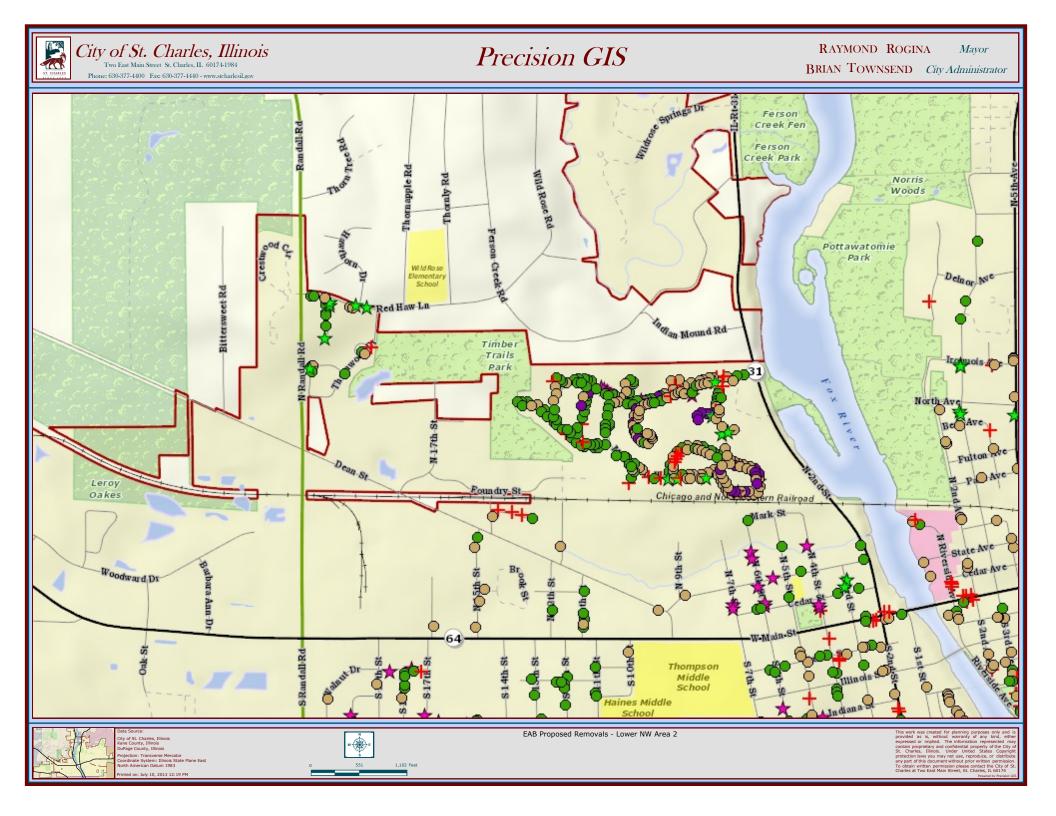
June 2013

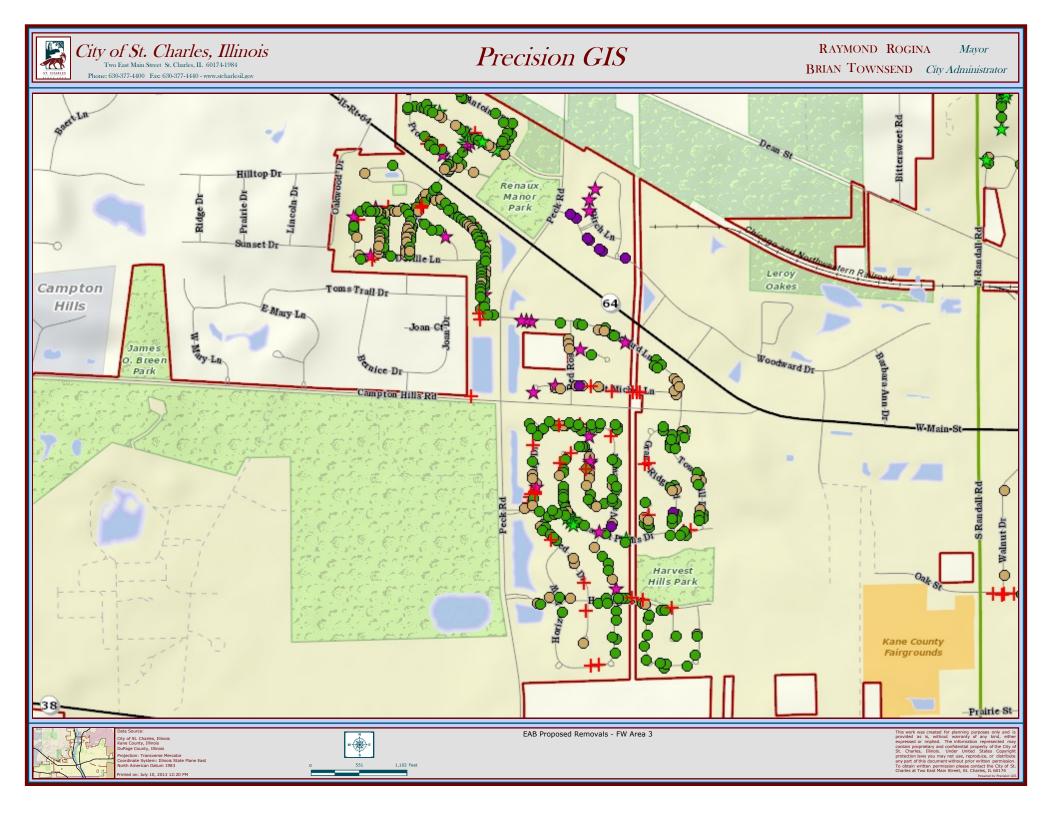
		10.0	General Information	Cause			Time	& Duration		Cus	tomers
#	Date	S/L	Circuit, Address/Location	Description	#	Ints	Toff	Ton	Mins	# Out	Cust Min
	6/8/2013	s	534, 2901 E. Main St.	SCMEU, customer request	8	1	6/8/13 2:00 PM	6/8/13 3:30 PM	90	1	90
2	6/10/2013	U	626, Rt. 38 area	Cable, Primary cable fault near transformer, flashed into transformer causing catastrophic failure	2	3	6/10/13 12:00 AM	6/10/13 1:00 AM	60	377	22620
3	6/10/2013	U	626, 2061 Rt. 38	Cable, Primary cable fault near transformer, flashed into transformer causing catastrophic failure	2	3	6/10/13 12:00 AM	6/10/13 6:10 AM	370	2	740
4	6/17/2013	U	311, 1129 Fern Ave.	Overhead failure, connector failure	1	1	6/17/13 7:00 PM	6/17/13 7:55 PM	55	1	55
5	6/24/2013	U	L56931,W. of Randall & from Randall to Route 31	Com Ed line lost, cause under investigation	0	1	6/24/13 5:34 PM	6/24/13 5:34 PM	0	2,784	
6	6/24/2013	υ	L56931,W. of Randall & from Randall to Route 31	Com Ed line lost, cause under investigation	0	1	6/25/13 5:29 AM	6/25/13 5:29 AM	0	2,784	0
7	6/24/2013	υ	214, Between 14th & 15th St. from Oak	Trees, weather; wind related.	5	1	6/24/13 6:40 PM	6/24/13 7:31 PM	51	40	2040
8	6/25/2013	s	334, 945 N. 3rd Ave.	Other, service upgrade & re-route.	8	1	6/25/13 11:30 AM	6/25/13 12:30 PM	60	1	60
9	6/27/2013	S	611, 208 Regency	Other, re-routed service for over dig from 210 Regency	8	1	6/27/13 9:37 AM	6/27/13 10:40 AM	63	·······	63
10	6/28/2013	υ	L57736, NW Quadrant	Com Ed line lost, cause under investigation	0	1	6/28/13 11:55 AM	6/28/13 11:55 AM	0	2,764	0

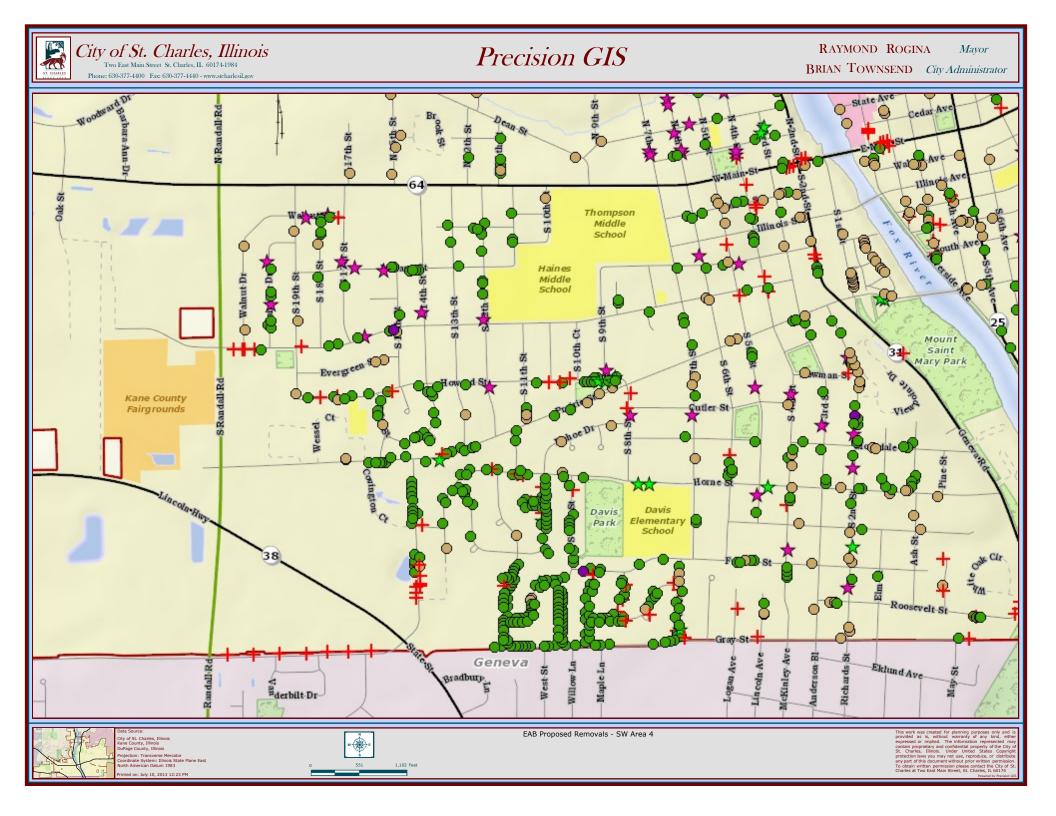
S/U - Scheduled or Unscheduled Ints - # of Interruptions Long - >1 min; Short - <1 min Cause # - see table on page 3

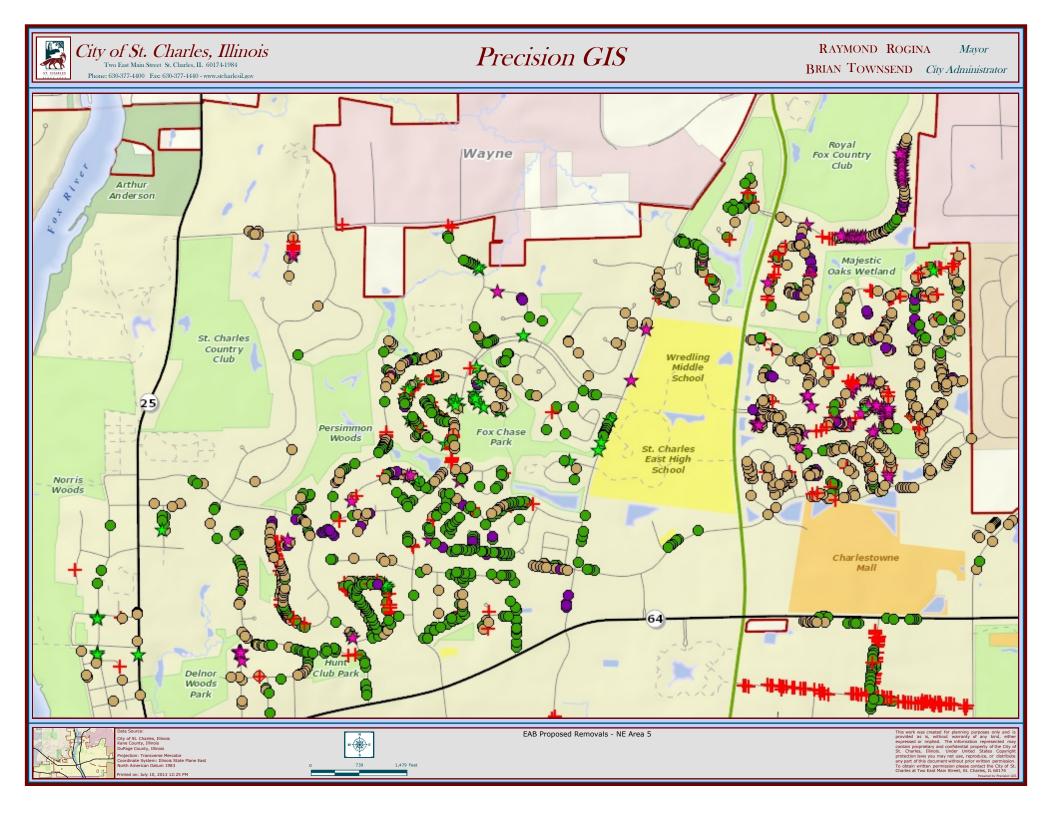
		Agenda I	тем Е	XECU	TIVE SUM	MARY				
	Title:	Fitle: EAB Control Efforts – Information Only								
ST. CHARLES	Presenter:									
ST. CHARLES										
Please check appropri	ate box:									
Government O	perations		X	Gove	ernment Serv	ices 07.22.13	3			
Planning & De	evelopment			City	Council					
Public Hearing										
Estimated Cost:			Budg	eted:	YES	NO				
If NO, please explain	how item will	be funded:	1		<u> </u>	I	1			
Executive Summary: This is a monthly upda about the EAB infestar beginning in the month Attachments: (please	ate on EAB act tion including h of August, 20	EAB confirmation								
Summary Sheet										
Recommendation / S	uggested Action	on (briefly explan	in) :							
For information only.										
For office use only:	Agenda Iten	n Number: 3.b								

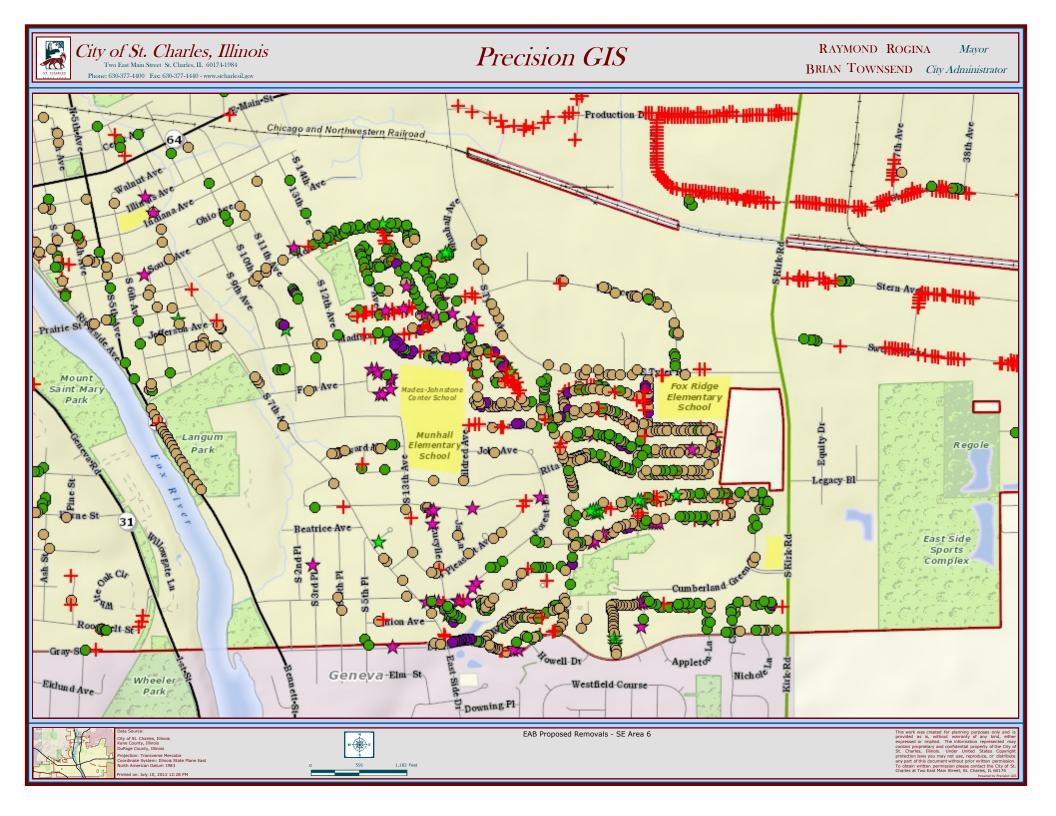












Emerald Ash Borer Monthly Summary Sheet July 2013

The Emerald Ash Borer Monthly Summary Sheet is prepared each month by the Public Services Staff for each Government Services Meeting. This summary documents the Spread of EAB (Confirmed Trees), Control Measures (Removed & Treated Trees) and Planting Efforts (New Trees). Unless noted otherwise, all data listed below reflects One (1) month starting on the 1st and ending on the last day of each month. EAB Maps and an address list of Proposed Removals will be attached to this report.

Confirmed Trees

• As of June 1, 2012, all Public Ash trees in the City of St. Charles have been reviewed for EAB. Initially, 1,000 trees were confirmed with EAB in phase one of the current EAB program and have been removed as of the end of 2012. The second round of 1,000 trees has already been confirmed and removal is almost complete for phase two of the program. Phase three began with the removals scheduled for May, 2013.

Proposed Tree Removals

- We are proposing to remove **220** Ash Trees starting in the month of August, 2013, including:
 - 1. 6 in the NW Quadrant
 - 2. 36 in the SW Quadrant
 - 3. 98 in the NE Quadrant
 - 4. 55 in the SE Quadrant
 - 5. 25 in the FW Quadrant

Treating & Planting Notes

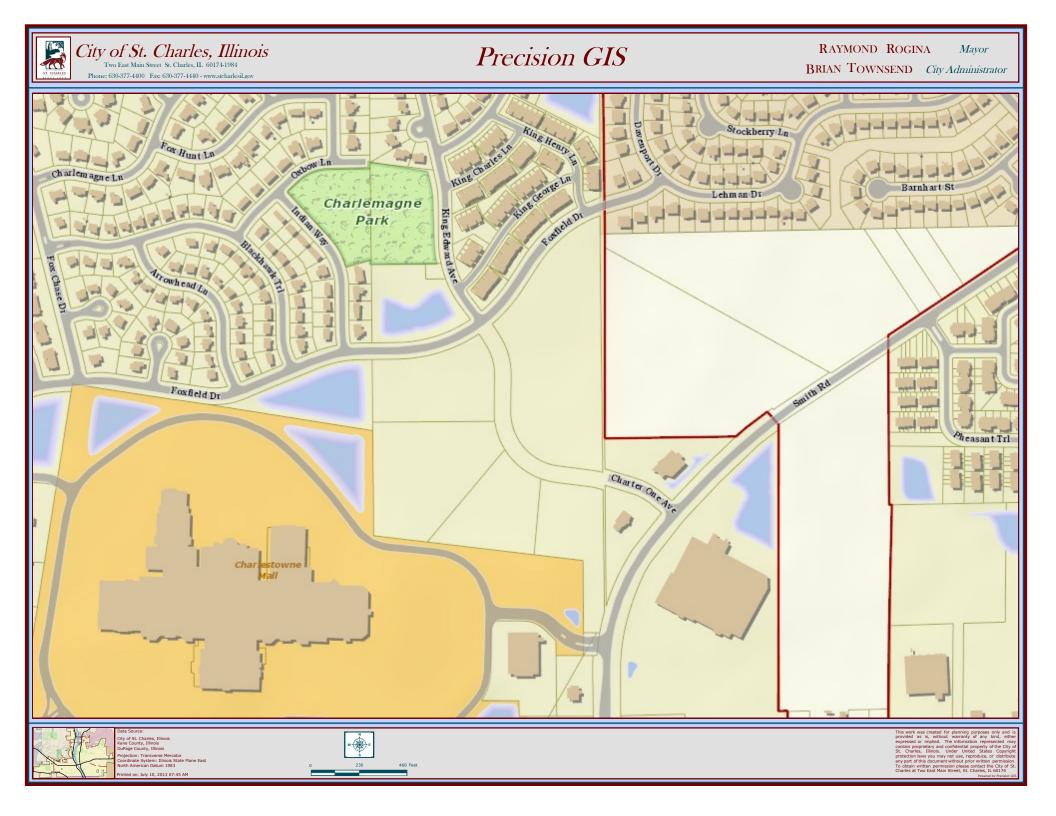
• Spring planting of over 700 tree sites was completed as of June 7, 2013.

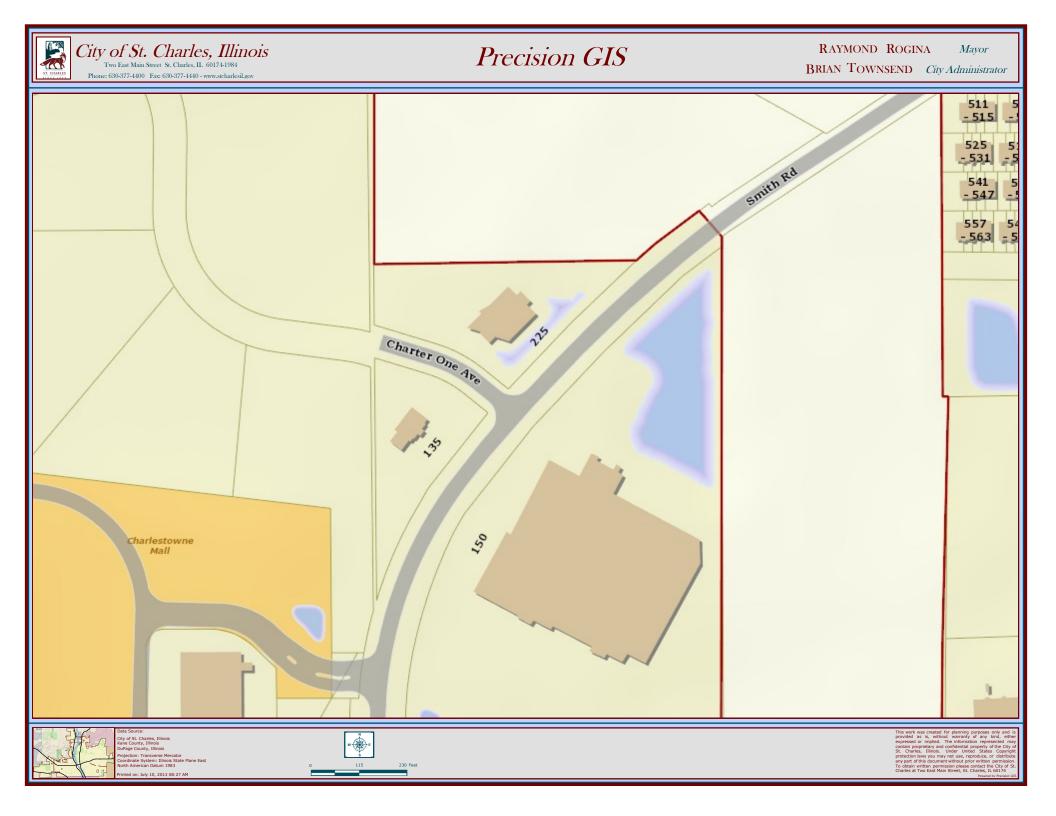
Additional Comments

None

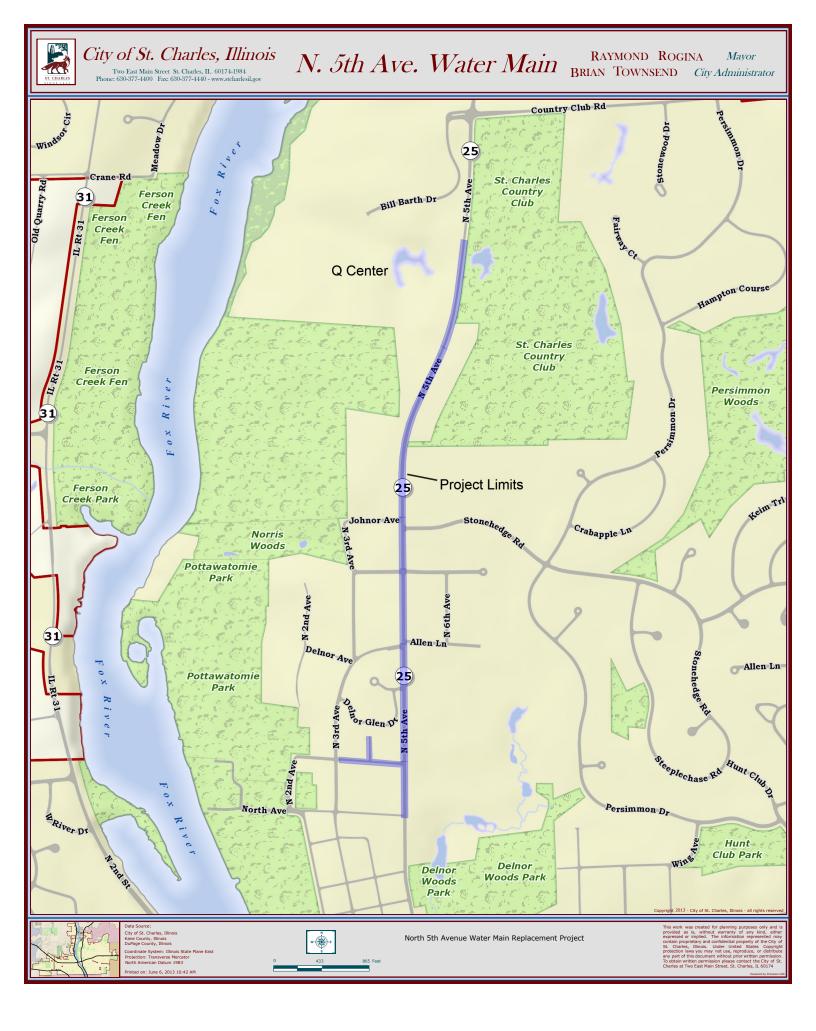
		Agenda I'	гем Е	XECU	TIVE SU	MMAR	Y	
	Title:	Presentation – Information			Update c	on IL R	Loute 64	Projects
ST. CHARLES	Presenter:	James Bernahl						
SINCE 1834								
Please check appropri Government O			X	Gove	ernment S	ervices	07 22 13	
Planning & De	-			City Council				
Estimated Cost:			Budg	geted: YES NO				
If NO, please explain	how item will b	be funded:						
Executive Summary:								
Attachments: (please	list)							
Attachments: (please	ust)							
None.								
Recommendation / S	uggested Actio	on (briefly explai	n) :					
Information only.								
For office use only:	Agenda Iten	ı Number: 4.a						

		AGENDA ITEM EXECUTIVE SUMMARY								
	Title:	Recommenda Street Name		-	-	dinance Approving				
ST. CHARLES	Presenter:	Mark Koenen								
SINCE 1834										
Please check approp			X	Carr	mmont Com	vices 07.22.13				
Government	1		Λ			vices 07.22.13				
Planning & D				City	Council					
Public Hearin	ng									
Estimated Cost:	SNA		Budg	eted:	YES	NO				
If NO, please explain	how item will									
Executive Summary	y:									
was originally proces there are no improve long term, planning i Edward Ave to the p the street name, King Avenue.	h Road. As you ssed and Charter d lots with Char s in place for a s resent dead end g Edward Avenu	may recall, this s One Bank was leter One Avenue a street to extend fr of Charter One A	street na ocated a address om the avenue.	ame w at 135 es pres interse If the	as selected v Smith Road ently (see at ection of For committee	when the subdivision l. For your information, ttached drawing). In the xfield Dr. and King would elect to change				
Attachments: (pleas	se list)									
Drawing of the Char	ter One Avenue	and King Edward	d Aven	ue area	1.					
Recommendation /	Suggested Action	on (briefly explai	n) :							
Recommendation to King Edward Avenu		nance approving	street n	ame cl	nange from	Charter One Avenue to				
For office use only:	Agenda Iten	n Number: 4.b								





			Agenda I	TEM F	EXECU	TIVE S	UMMA	RY	
			1						
		Title:	Recommend				-	-	-
			Services for	the IL	25 W	atermai	in Rep	lacement	
-U			Extension						
	C E 1 8 3 4	Presenter:	James Bernahl						
Please	check appropr	riate box:							
	Government (Х	Gove	ernment	Service	s 07.22.13	
	Planning & D	evelopment			City	Council			
	Public Hearin	g							
	. ~								
Estima	ated Cost: \$	93,876		Budg	geted:	YES	Х	NO	
If NO,	please explain	how item will	be funded:	1					
Erroor	4								
Execu	tive Summary	/:							
North associa part of and pe Staff r engine	Avenue to 600 ated with the m the replaceme rmitting. requested prop- pering design, o	offeet south of C nain the City will ent project the C osals from nine obtainment of a	eet of watermain ountry Club Roa Il need to expedit City will need to e professional er Il required permi bmitted proposa	d. Due e the re obtain gineer ts, and	to var eplacen consult ing firn to ass	ious geot nent of th ing serv ms to as ist with t	technica nis secti ices to a sist the the bidd	al and age of on of wate assist with City with ling proces	conditions rmain. As the design the final ss. Of the
propos compr	sals and from ehensive under	that review d rstanding and ap	etermined that ' pproach to assist incil award the C	Frotter the City	and A y with	Associate this desig	es, Inc. gn. For	provided that reason	the most n the staff
and As	ssociates, Inc. f	for an amount n	ot to exceed \$93,	876.					
Attack	ments: (pleas	e list)							
	f project locatio	,							
<u>,</u>		-	on (briefly explai	n):					
	mendation to ap		gineering Services		IL Rt. 2	25 Waterr	nain Rej	placement	
For of	fice use only:	Agenda Iter	n Number: 4.c						



	A	GENDA I	гем Е	XECU	TIVE SU	UMMAI	RY		
	Title:	Rec	omme	ndatic	on to Ap	prove	Extensio	on of	
				vith C	apital I	nfrastr	ucture Gi	coup,	
	Presenter:	LLC	Koene						
ST. CHARLES	Presenter.	Mark	Koene						
Please check appropr	riate box:								
Government (Operations		Х	Gove	ernment S	Services	s 07.22.13		
Planning & D	evelopment			City	Council				
Public Hearing									
I							1		
Estimated Cost: \$2	24,000		Budg	eted:	YES	Х	NO		
If NO, please explain	how item will be fund	ded:							
Executive Summary									
Capital Infrastructure both the IDOT offices this representation ha (7 th Ave – IL 59) proj	Group, LLC has repr s in Springfield (Centr s addressed technical	ral Office) constructio	and Sclon matte	haumb ers on	urg (Dist both the	trict On Red Ga	e). More i te Bridge a	recently, and IL 64	
The Capital Infrastruc officials in guiding pr			ly and i	in Spri	ngfield h	as prov	ided acces	s to key	
Attachments: (please	e list)								
Proposal as noted abo	ove.								
Recommendation / S	Suggested Action (br	iefly explai	n) :						
Recommendation to a Capital Infrastructure	11	ontract (fis	cal year	r 13-14) for Co	nsulting	Services	with	
For office use only:	Agenda Item Num	ber: 4.d							

PROPOSAL FOR CONSULTING SERVICES

THIS AGREEMENT, is entered into as of September 1, 2013 by and between City of St. Charles, Illinois (hereinafter called "Client") with its offices at Two East Main Street, St. Charles, Illinois, 60174, and Capital Infrastructure Group, LLC (hereinafter called "CIG") with its offices located at 3509 Benbrook Drive, Springfield, Illinois 62711.

WITNESSETH:

WHEREAS, Client wishes to retain CIG to furnish certain consulting services (hereinafter more particularly described), which CIG is qualified to perform, on behalf of Client in the State of Illinois; and

WHEREAS, CIG is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

- 1. <u>Terms</u>
 - (a) This agreement shall be effective as of September 1, 2013, and continue in full force and effect through April 30, 2014 (eight months). Subject to fifteen (15) day's written notice, agreement may be terminated at any time, for any reason by either party.
 - (b) Termination shall not terminate any consulting service obligations of CIG, including, but not limited to, those set forth in Sections 6, 7 and 8 and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- 2. Consulting Services
 - (a) Client hereby retains CIG and CIG hereby undertakes to exercise its best efforts to protect and promote the business, reputation and interests of Client, performing consulting services (hereby called "Services"). The primary focus and scope of such services shall include, but not be limited to, the following:

- Assist with assessing potential impacts to City and the drafting of appropriate response to the IEPA regarding Post-Development Stormwater Runoff Performance Standards being considered for adoption; specifically with regard to the 1.35" containment provisions and the impacts to linear improvements.
- Provide continued assistance with the necessary reviews and pursuit of state and federal funding for the Red Gate Bridge.
- Assist as needed with counsel on timely agency reviews, and managing citizen input and public relations leading to the successful completion of Phase III (Construction) of the Red Gate Bridge project.
- Assist with liaison between the City, State Officials and other involved parties on scheduled improvements to Main Street (Illinois Route 64), including impact mitigation to affected private and public properties.
- Assist with the expeditious resolution of issues resulting from, and related to routine problems that can be expected to occur during the course of projects such as the improvement of Main Street (Illinois Route 64).
- Assist the City in the identification of potential grant opportunities and other funding sources that might provide funding for desirable improvements to the infrastructure of the City.
- Use extensive knowledge of agency policy to expedite specified projects through IDOT and FHWA review processes.
- Use longstanding relationships in the Illinois General Assembly and the US Congress to assist in identifying and seeking the funding necessary for advancement of the projects sought by the City.
- Assist with public relations and awareness of the issues and action points where community involvement is most useful and effective, including participation in meetings between local officials and state or federal legislators and involved agencies.
- Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois State Legislature, the United States Congress or in any agency or department of either, pertaining to the focus of this agreement.
- Public affairs consulting efforts with key legislative or regulatory officials and their staffs, on matters pertaining to the subject project.

- On instructions from an authorized representative designated under section 5, undertaking such actions as Client may deem appropriate and consistent with the objectives of this Agreement, these actions may include, appearing and/or testifying at hearings and promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
 - (b) CIG shall provide Client with written reports on its activities under this agreement as requested.
 - (c) CIG shall maintain close liaison and frequent communication with the authorized representatives designated under Section 5.
- 3. Compensation
 - (a) In consideration of CIG's rendering of Services, Client shall pay CIG monthly payments of \$3000.00 a month to begin within 30 days from the acceptance date by both the Client and CIG of this agreement.
 - (b) It is understood and agreed that the compensation recited in subsection (a) includes usual and ordinary costs and expenses. If CIG determines that there is a need to incur extraordinary costs and expenses in the performance of Services (such as travel to Washington, DC) Client shall reimburse CIG, provided the nature, amount and circumstances thereof are **fully disclosed** to and prior approval is obtained from an authorized representative designated under Section 5, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of CIG, CIG agrees promptly and shall, if so directed by Client, refrain from performing Services with respect to such area of conflicting interest. CIG agrees that Client shall have the right to terminate this Agreement with respect to itself at any time without liability upon written notice to CIG if, in Client's sole judgement, upon reasonable basis, CIG's representation of its other clients conflicts with the best interests of Client.

5. <u>Authorized Representatives</u>

For the purpose of this agreement, Client's authorized representative shall be Director of Public Works, Mr. Mark Koenen. It is recognized that the Client may designate additional representatives as necessary. CIG's primary contact will be Milton R. Sees.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a long-standing policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

7. Indemnification

- (a) CIG will assume full responsibility for and shall indemnify and hold harmless Client and their directors, officers, employees and agents, from and against any and all losses, claims and liabilities, penalties, fines causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of CIG or any breach by CIG of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless CIG and its subsidiaries and their directors, officers, employees and agents, from and against any and all losses, claims and liabilities, penalties, fines causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.
- 8. Confidentiality

CIG agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client, any confidential information obtained concerning the business and operations of the Client, as well as, confidential information developed by CIG in rendering services. Should any of this information be made available to the public domain by Client, or by third parties without breach of this agreement, CIG shall be free to use such publicly available information.

9. Independent Contractor

CIG is and shall act as an independent contractor rendering Services hereunder.

10. Miscellaneous

- (a) This agreement constitutes the full understanding of the parties and a complete understanding of risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral between the parties. A waiver by either party with respect to any breach or default or of any right or remedy not shall be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision, which may be prohibited by law, shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Capital Infrastructure Group, LLC City of St. Charles, Illinois

Ву ____

Milton R. Sees, PE

Ву _____

		Agenda I	гем Е	XECU	TIVE S	UMMAF	RY				
	Title:	Recommenda	ation to	o App	prove a	Budget	t Addition	n for			
		Electric Utili				-					
		Rebuild at 19	915 W	est M	ain Stre	eet					
ST. CHARLES	Presenter:	Tom Bruhl									
SINCE 1834											
Please check appropri	ate hor:										
Government Op			X	Gove	ernment	Services	07.22.13				
Planning & De	velopment			City	Council						
Public Hearing											
Estimated Cost:\$25,000Budgeted:YESNOX											
If NO, please explain h	now item will	be funded:				11					
Revenues from custom	ner										
Executive Summary:											
The Electric Utility do											
projects. The Electric											
the Fiscal Year 13/14 t Building and Code Ent											
revenue from the custo			ne proj		i these i			10070 09			
Attachments: (please	list)										
Budget Revision Form											
Recommendation / Su	uggested Action	on (briefly explai	n) :								
Recommendation to ap		et addition for ele	ctric ut	ility w	ork relat	ed to the	McDonal	ds			
Rebuild at 1915 West	Main Street.										
For office use only:	Agenda Iten	n Number: 4.e									

BUDGET REVISION REQUEST FORM

Department:		Electric		Dat	e Requested:	July 22, 2013
Purpose of 1	Request/Com	ments (Att	ach addition	nal pages if	necessary)	
Add funds to	Electric budg	et for purp	ose of procu	ring labor an	d material for	rebuild
of McDonald	ds on West Ma	in.				
The actual co	ost of the proje	ect will be i	eimbursed to	e Electric fro	om the custom	er.
		E	qual Dolla	r Transfe	r	
		Amount	-			
			Account Nu			
From				То		
Accounting				Accounting		
Unit:		Account:		Unit:		Account:
	Activity:				Activity:	
	Addi	tion (or]	Decrease)	to Depart	ment Budg	et
		()	·· - · F ··· ·	8	
Accounting Unit:	200521	Account:	56205	Amount	\$25,0	000
Ollit.	200321	Account.	50205	Amount	φ23,0	
Activity:	C261306214					
Originator:	T Bruhl					July 22, 2013
						Date
Depatment H	lead:					Date
Dir. Of Final	nce/Administra	ation:				
					1	Date
For Finance Revision ent	Use Only ered and updat	ted				
	1		Date		-	
By:						

		AGENDA ITEM EXECUTIVE SUMMARY								
	Title:	Recommend Street Buildi						lain		
ST. CHARLES	Presenter:	Peter Suhr								
SINCE 1834										
Please check appropri	ate hor:									
Government C			X	Gove	rnment S	ervices (07.22.13			
Planning & De	evelopment			City	Council					
Estimated Cost:	\$125,000		Budge	eted:	YES	Х	NO			
If NO, please explain l	how item will be f	funded:	1				1	<u> </u>		
Executive Summary:										
City's Historic District Sports Center. Since the time of purch the building and priori for Proposal (RFP) fro identified a scope of w providing a weather tig issues throughout the s work will include repla interior clean-up, haza The architectural firm, Corporation to submit received, Larson Darb RFP, therefore awarde The scheduled work for will perform work in o	hase, City staff ha tize maintenance/ om qualified Archi york for Phase 1 o ght building envel structure and desig acement of the ex rdous material aba Larson Darby Gr a Design-Build so y and Schramm w ed the work.	s prepared a Prelin construction work tects and Construct f the building remo- ope, clearing of de gn services related isting roof, parapet atement and install oup teamed up wit plution in their Rec- rere the most quality ction has been prio- ized list until the p	ninary C to be per- ctors. The odel projections on to future t and ma ation of the the co- quest for fied team pritized I project be	Conditionerformed e RFP ject. Ph the insider phase isonry f life sat nstruct Propo n based by staff udget o	ons Repor ed. City st was issue ase 1 of c ide of the p repairs, ex fety equip ion firm, sal. Of the 1 on the re	t to dete taff also d to five construct building roject. M terior sto ment as Schramme four (4 equirement hitectura	ermine the c solicited a l e (5) firms a tion include g, securing l More specifi tair removal required by m Construct) proposals ents of the p	ondition of Request and ss ife/ safety ically, the l, general γ code. tion we project and		
Construction costs for Attachments: (please		exceed the budgete	d amour	nt of \$1	25,000.					
AIA Document A141		roject Scope								
Recommendation / Second	v	U 1								
Recommendation to ap	pprove 107-109 E	ast Main Street Bu	ilding E	xterior	Improve	ments P	roject.			
For office use only:	Agenda Item	Number: 4.f								

AIA[®] Document A141[™] – 2004

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the First day of July in the year Two Thousand Thirteen (In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status, address and other information)

City Of St. Charles 2 East Main Street St. Charles IL 60174-1984

and the Design-Builder: (Name, legal status, address and other information)

Schramm Construction Corp. 3520 Swenson Ave St. Charles IL 60174 630-584-1200

for the following Project: (Name, location and detailed description)

107/109 East Main Street Building Improvements

Building Improvements to the City of St Charles

The Owner and Design-Builder agree as follows.

Architect/Engineering Phase I

- 1. Field measure the existing building
- 2. Produce background plan drawings for the basement, first level, second level, and roof. Plans will identify the existing conditions with dimensions and notes.
- 3. Narrative description of Phase I scope of work
- 4. Roof Demolition plan
- 5. Demolition plan basement, first level,2nd level
- 6. Temporary scaffold access plan
- 7. Performance specifications for the new roofing, flashings, gutter, downspouts, copings, counter flashings, scuppers, roof insulation, terminations.
- 8. Specifications and scope for tuck-pointing in Phase -I
- 9. All work includes inspections and detailed reports by the Design Builder and Architect/Engineer of existing conditions and of the new work at intervals deemed necessary.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

1

Init.

AIA Document A141^{IM} – 2004. Copyright © 2004 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:36:19 on 07/01/2013 under Order No.6266498384_1 which expires on 01/17/2014, and is not for resale. User Notes:

- 10. Structural Inspection of exposed areas to determine the structural integrity of the existing building. The Architect/Engineer will provide direction to the Design Builder as to which areas would need to be exposed for inspection.
- 11. Prepare and provide Stamped and Sealed by an Illinois registered licensed Engineer and Architect plans for the owner approval prior to the Design Builder soliciting final pricing.
- 12. Recommendation on Life Safety and Fire Alarm scope and diagram drawing drawings for approval will be completed by the appropriate sub contractor.

Design Builder

- 1. Interior environmental testing
- 2. Abatement
- 3. Roof removal and replacement
- 4. Parapet masonry repairs
- 5. Exterior Stair removal Haul Off
- 6. New scaffold access to first and second level
- 7. Plywood enclosure at the base of the scaffold
- 8. General clean up and ceiling demo
- 9. Design Builder General Conditions & OH&P

Clarifications & Exclusions:

- Permits and Permit Fees
- **Impact Fees**
- Sales Tax
- Utility Fees
- New water services
- Structural modifications to the roof deck
- Removal of the existing skylights
- Roof curbs or openings in the roof for new mechanical equipment .
- **Builders Risk Insurance** •
- Front and rear masonry repair
- Painting
- Any new mechanical equipment
- Minimal lighting for construction only.
- State highway road permits
- Owner will provide a staging area in an adjacent lot for dumpsters
- Structural modifications to the building foundations
- Basement waterproofing
- Dewatering
- Utility fees for temp power, water, gas

Init.

2

AIA Document A141™ – 2004. Copyright © 2004 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:36:19 on 07/01/2013 under Order No.6266498384_1 which expires on 01/17/2014, and is not for resale. User Notes: (913920634)

		Agenda I	TEM E	XECU	TIVE S	UMMAI	RY	
	Title:	Recommend Storm Sewer						ces for
ST. CHARLES	Presenter:	Peter Suhr						
Please check appropr	iate box:							
Government C			X	Gove	ernment	Services	s 07.22.13	
Planning & De	evelopment			City	Council			
Public Hearing	5							
Estimated Cost: \$6	55,000		Budg	eted:	YES	Х	NO	
If NO, please explain	how item will	be funded:						
Executive Summary	-							
Executive Summary	•							
City staff solicited ver Proposal (RFP) for the Detailed Specification Equipment to perform of storm structure eith	ese services wa ns, Available Se n the required w	s issued to five (ervices (Storm Se vork. Proposers v	5) sepai ewer Ca	rate co tch Ba	ntractors sin Map	s. The R s) and A	CFP include	ed
This is the third year of sewer structures in the cleaning and maintena	e central core of	-					-	
Four of the five contra and most qualified con- many local communit Lyons, has the proper qualifications of the R exceed the \$65,000 bu proposal.	ntractor accord ies including W equipment to f RFP. United Se	ing to the RFP. V Vilmette, Mount V Ulfill the agreem ptic provided a to	United S Prospec ent and otal Bas	Septic t, Gler meets se Bid	has recent Ellyn, A all of the of \$60,5	ntly con Arlingto e specifi 86. The	npleted wo n Heights a cations and ir contract	rk for and d will not
Attachments: (please								
RFP Proposal Results Recommendation / S			in):					
Recommendation to a				Sewer	Catch B	Basin Cle	eaning Serv	vices.
For office use only:	Agenda Iten	n Number: 4.g						

	STORM SEWER CATCH BASIN CLEANING SERVICES RFP Proposal Results Wednesday, January 25, 2012											
	PROPOSAL IT	EMS				PR	OPOSER	S (RFP RESUL	.TS)			
QUANTITY	QUANTITY WIDTH TYPE (Feet) (Structure)			United Septic		A-K Underground		American Underground		Visu Sewer		/eruna LLC
			Unit Pri	ce Total Base Cost	Unit Price	Total Base Cost	Unit Price	Total Base Cost	Unit Price	Total Base Cost	Unit Price	Total Base Cost
				BASE PR	OPOSAL	(CHECKED &	CLEANE	D)				
306	4 Feet	Manhole	\$71.0	. ,	\$49.50	\$15,147.00	\$0.00	No Bid	\$45.25	\$13,846.50	\$175.00	\$53,550.00
700	2 Feet	Catch Basin	\$25.0		\$49.50	\$34,650.00	\$0.00	No Bid	\$61.50	\$43,050.00	\$175.00	\$122,500.00
448	2 Feet	Inlet	\$25.0	\$11,200.00	\$49.50	\$22,176.00	\$0.00	No Bid	\$30.50	\$13,664.00	\$125.00	\$56,000.00
TOTALS	S (Base Cost)	0		\$50,426.00		\$71,973.00		No Bid		\$70,560.50		\$232,050.00
			ALTER	NATE PROPOSA	L (CHEC	KED ONLY) (A	SSUME 2	25% OF TOTA	L)			
			Unit Pri	ce Total Alt. Cost	Unit Price	Total Alt. Cost	Unit Price	Total Alt. Cost	Unit Price	Total Alt. Cost	Unit Price	Total Alt. Cost
100	4 Feet	Manhole	\$25.0		\$4.95	\$495.00	\$0.00	No Bid	\$10.00	\$1,000.00	\$35.00	\$3,500.00
233	2 Feet	Catch Basin	\$20.0		\$4.95	\$1,153.35	\$0.00	No Bid	\$10.00	\$2,330.00	\$35.00	\$8,155.00
150	2 Feet	Inlet	\$20.0	\$3,000.00	\$4.95	\$742.50	\$0.00	No Bid	\$10.00	\$1,500.00	\$35.00	\$5,250.00
TOTAL	S (Alt. Cost)	0		\$10,160.00		\$2,390.85		No Bid		\$4,830.00		\$16,905.00
			TOT	AL PROPOSAL	(CHECKE	D & CLEANE	D + CHEC	KED ONLY)				
								,				
TOTA	LS (Base Cost	+ Alt. Cost)		\$60,586.00		\$74,363.85		No Bid		\$75,390.50		\$248,955.00
	CHART KEY											
	Most Qualified Contractor Based on RFP											

		AGENDA 2	ITEM E	XECU	TIVE S	UMMA	RY			
	Title:	Title:Recommendation to Approve Contractual Service for Stormwater Televising and Cleaning Service								
ST. CHARLES	Presenter:	Peter Suhr								
Please check app	ropriate box:									
Governme	ent Operations		X	Gove	ernment	Service	s 07.22.1	3		
Planning	& Development			City	Council					
Public He	aring									
Estimated Cost:	\$65,000		Budg	eted:	YES	X	NO			
	lain how item will	bo fundad:								
Two years ago, C	City staff solicited v					-				
Services. A Req The RFP include Acceptable Equip		RFP) for these se ations, Available ne required work	ervices v e Service . Propos	vas issu es (Stor	ied to siz mwater	x (6) se Main M	parate con Iaps) and	tractors.		
Two years ago, C Services. A Req The RFP included Acceptable Equip per linear foot of This is the third y core of the City. main, which will	City staff solicited v uest for Proposal (d Detailed Specific pment to perform th	RFP) for these se ations, Available ne required work vater main (width commitment to in l provide us deta ff analysis and p	ervices v e Service . Propos .). nvestiga iled, tele rioritize	vas issu es (Stor sers wi ting ou evised i future	ed to six mwater Il be con r stormw nformat repair or	x (6) se Main M npensat vater ma ion of e capital	parate con Aaps) and ed based o ains in the each storm I projects.	tractors. on a cost central water In		
Two years ago, C Services. A Req The RFP included Acceptable Equip per linear foot of This is the third y core of the City. main, which will	City staff solicited v uest for Proposal (d Detailed Specific oment to perform th a specified stormw year of a four-year of These services will be used to help sta rvices will help sup	RFP) for these se ations, Available ne required work vater main (width commitment to in l provide us deta ff analysis and p	ervices v e Service . Propos .). nvestiga iled, tele rioritize	vas issu es (Stor sers wi ting ou evised i future	ed to six mwater Il be con r stormw nformat repair or	x (6) se Main M npensat vater ma ion of e capital	parate con Aaps) and ed based o ains in the each storm I projects.	tractors. on a cost central water In		
Two years ago, C Services. A Req The RFP included Acceptable Equip per linear foot of This is the third y core of the City. main, which will addition, these se Attachments: (<i>p</i>	City staff solicited v uest for Proposal (d Detailed Specific oment to perform th a specified stormw year of a four-year of These services will be used to help sta rvices will help sup	RFP) for these se ations, Available ne required work vater main (width commitment to in l provide us deta ff analysis and p oplement our in-l	ervices v e Service . Propos .). nvestiga iled, tele rioritize	vas issu es (Stor sers wi ting ou evised i future	ed to six mwater Il be con r stormw nformat repair or	x (6) se Main M npensat vater ma ion of e capital	parate con Aaps) and ed based o ains in the each storm I projects.	tractors. on a cost central water In		
Two years ago, C Services. A Req The RFP included Acceptable Equip per linear foot of This is the third y core of the City. main, which will addition, these se Attachments: (<i>p</i> RFP Proposal Re	City staff solicited v uest for Proposal (d Detailed Specific oment to perform th a specified stormw year of a four-year of These services will be used to help sta rvices will help sup	RFP) for these se ations, Available ne required work vater main (width commitment to in l provide us deta ff analysis and proplement our in-l endations	ervices v e Service . Propose). nvestiga iled, tele rioritize house cle	vas issu es (Stor sers wi ting ou evised i future	ed to six mwater Il be con r stormw nformat repair or	x (6) se Main M npensat vater ma ion of e capital	parate con Aaps) and ed based o ains in the each storm I projects.	tractors. on a cost central water In		
Two years ago, C Services. A Req The RFP included Acceptable Equip per linear foot of This is the third y core of the City. main, which will addition, these se Attachments: (<i>p</i> RFP Proposal Re Recommendatio	City staff solicited v uest for Proposal (d Detailed Specific oment to perform th a specified stormw year of a four-year of These services will be used to help sta rvices will help sup lease list) sults and Recomme	RFP) for these se ations, Available ne required work vater main (width commitment to in l provide us deta ff analysis and proplement our in-l endations	ervices v e Service . Propose). nvestiga iled, tele rioritize house cle <i>uin)</i> :	vas issu es (Stor sers wi ting ou evised i future eaning	r stormv r stormv nformat repair or and mai	x (6) se Main M npensat vater ma ion of e capital ntenanc	parate con Japs) and ed based of ains in the each storm l projects. ce program	tractors. on a cost central water In 1.		

STORMWATER TELEVISING & CLEANING SERVICES

RFP Proposal Results Thursday, October 14, 2010

	BID ITEMS		PROPOSERS (RFP RESULTS)												
QUANTITY WIDTH LENGTH (Inches) (Linear Feet)			United Septic		National Power Rodding		American Underground		Visu Sewer		Veruna LLC		Michels Corporation		
			Ī	Unit Price	Total Base Bid	Unit Price	Total Base Bid	Unit Price	Total Base Bid	Unit Price	Total Base Bid	Unit Price	Total Base Bid	Unit Price	Total Base B
						BASE	BID (STAND	ARD CLI	EANING)						
1	4	9		\$1.65	\$14.85	\$15.00	\$135.00	\$0.00	No Bid	\$1.69	\$15.21	\$2.25	\$20.25	\$60.00	\$540.00
5	6	296		\$1.65	\$488.40	\$3.00	\$888.00	\$0.00	No Bid	\$1.69	\$500.24	\$2.25	\$666.00	\$5.00	\$1,480.00
42	8	1,131		\$1.85	\$2,092.35	\$5.00	\$5,655.00	\$0.00	No Bid	\$1.69	\$1,911.39	\$2.25	\$2,544.75	\$5.00	\$5,655.00
50	10	3,261		\$1.85	\$6,032.85	\$1.84	\$6,000.24	\$0.00	No Bid	\$1.69	\$5,511.09	\$2.25	\$7,337.25	\$5.00	\$16,305.00
166	12	8,711		\$2.35	\$20,470.85	\$1.84	\$16,028.24	\$0.00	No Bid	\$1.69	\$14,721.59	\$2.25	\$19,599.75	\$5.00	\$43,555.00
31	15	2,787		\$2.35	\$6,549.45	\$2.60	\$7,246.20	\$0.00	No Bid	\$1.69	\$4,710.03	\$2.25	\$6,270.75	\$5.00	\$13,935.00
24	18	1,404		\$2.50	\$3,510.00	\$1.84	\$2,583.36	\$0.00	No Bid	\$1.69	\$2,372.76	\$2.25	\$3,159.00	\$5.00	\$7,020.00
2	19 x 30	79		\$5.00	\$395.00	\$10.00	\$790.00	\$0.00	No Bid	\$1.69	\$133.51	\$2.25	\$177.75	\$10.00	\$790.00
1	21	211		\$5.50	\$1,160.50	\$1.84	\$388.24	\$0.00	No Bid	\$1.69	\$356.59	\$2.25	\$474.75	\$7.00	\$1,477.00
19	24	1,068		\$5.50	\$5,874.00	\$1.84	\$1,965.12	\$0.00	No Bid	\$1.69	\$1,804.92	\$2.25	\$2,403.00	\$6.00	\$6,408.00
2	24 X 38	171		\$8.00	\$1,368.00	\$10.00	\$1,710.00	\$0.00	No Bid	\$1.69	\$288.99	\$2.25	\$384.75	\$7.00	\$1,197.00
1	27	331		\$8.00	\$2,648.00	\$1.84	\$609.04	\$0.00	No Bid	\$1.69	\$559.39	\$2.25	\$744.75	\$7.00	\$2,317.00
31	30	3,028		\$8.00	\$24,224.00	\$1.84	\$5,571.52	\$0.00	No Bid	\$1.69	\$5,117.32	\$2.25	\$6,813.00	\$8.00	\$24,224.00
6	36	369		\$10.00	\$3,690.00	\$7.50	\$2,767.50	\$0.00	No Bid	\$1.69	\$623.61	\$2.25	\$830.25	\$8.00	\$2,952.00
TOTALS (Base Bid) 22,856				\$78,518.25		\$52,337.46		No Bid		\$38,626.64		\$51,426.00		\$127,855.00	

<u>CHART KEY</u>

LOWEST BID & PROPOSED CONTRACTOR FOR AVAILABLE SERVICES

		AGENDA ITEM EXECUTIVE SUMMARY										
		Title:	Recommend Construction	dation to approve Asphalt Parking Lot on Project								
	CHARLES CE 1834	Presenter:	Peter Suhr									
Please	e check appropri	iate box:										
	Government O	perations		Х	Gove	ernment	Services	s 07.22.13				
	Planning & De	evelopment			City	Council						
	Public Hearing	5										
Datim	ated Cost: \$3	25 600		Duda	atadı	VES	X	NO				
		5,690		Budg	eleu:	YES	Λ	NO				
If NO,	please explain	how item will	be funded:									
Execu	tive Summary:											
which St. and repairs asking engine consis award Consid cost of	is the City Park I North 3 rd Ave. s have been com for your approv- cering our process ted of grinding to ed the 2013 Stree dering their low f \$35,690.	ing Lot (leased As a result of pleted. This w val after the fac ss so this does the existing asp et Rehabilitation bid and mobili	mmending aspha l from the Baker a communication york was complet et. The departme not happen in the ohalt, resurfacing on Contract, hone ization within the	Method n break ed with nt apolo future and res ored the	list Ch down out Co ogizes . For y striping eir com	urch) loc within th ouncil au for the e your info g. Plote petitive	cated on the depart thorizat rror and rmation Constru pricing	the corner tment the s ion and we l we are re- t, the projection, Inc., for this pro	of Main ubject are ct who was oject.			
	hments: (please	list)										
None												
Recon	nmendation / S	uggested Acti	on (briefly explai	n) :								
Recon	nmendation to a	pprove Asphal	t Parking Lot Co	nstructi	on Pro	ject.						
For of	fice use only:	Agenda Iter	n Number: 4.i									

		AGENDA ITEM EXECUTIVE SUMMARY									
	Title:	Fitle:Recommendation to Waive the Formal Bid Process and Approve Purchase of a Trailer Pump from Xylem/Godwin for the Sanitary Sewer Division									
	D		vin for	the S	anitary	Sewei	r Division				
SINCE 1834	Presenter:	John Lamb									
Please check appr	<u>^</u>										
Governmen	nt Operations		Х	Gove	ernment S	Service	s 07.22.13				
Planning &	z Development			City	Council						
Estimated Cost:	\$42,750.00		Budg	Budgeted: YES X NO							
If NO, please expl	ain how item will	be funded:									
Executive Summa											
The Sanitary Sewe situations in the se events to bypass se age.	wer system. Thes ections of the main	e pumps are put i n. A pump progra	nto ser am has	vice du been ii	ring wet n place to	weather replac	er and main e the pump	tenance s due to			
Staff contacted thr responded. The tw		-	specific	ed pun	ip and tw	o of th	e three ven	dors			
Xylem/Godwin: \$ Pioneer Pump: \$	42,750.00 45,427.00										
Staff currently own fittings, discharge purchases also allo efficiently during o	and suction hoses w staff to better u	that are customiz tilize existing spa	ed to the re parts	nese pu s inven	mps. St	andardi	zing pump				
Staff recommends formal bid process year. This pump is	needs to be waive	ed. The Committ	ee appr		-		-				
Attachments: (ple											
Bid Waiver			_								
Resolution Author	<u> </u>			e.							
Recommendation	22										
Recommendation Xylem/Godwin for the Mayor and City	r the Sanitary Sew	er Division at a c						orizing			
For office use only	Agenda Iter	n Number: 4.j									



godwin@ FINGT

16830 Chicago Avenue Lansing, IL 60438 Tel: 708-889-1560 Fax: 708-889-1561 www.godwinpumps.com

June 14, 2013

Mr. Dave Todd City of Saint Charles 2 East Main Street Saint Charles, IL 60174

RE: Godwin Dri-Prime CD150M Custom Sale Quotation 106008459

Dear Mr. Todd:

Thank you for your continued interest in Xylem Dewatering Solutions, Inc. d/b/a Godwin Pumps of America. Per our conversation, we are pleased to provide the following sale quotation for pumping equipment.

For this, you have requested an identical Godwin Dri-Prime® Model CD150M, a six (6) inch diesel, auto priming pumpset on a custom trailer. The custom built model is equipped with a 100 gallon fuel tank on a twin axle trailer, work lights, suction hose racks, discharge hose basket and a tool box. Also included are adapters.

The custom built model will be available within eight (8) to ten (10) weeks, upon receipt of your purchase order.

As always, if you have any questions or require additional information, please feel free to contact me directly at 815-341-5244 or the office at 708-889-1560. Godwin is pleased to be your pumping equipment supplier.

Sincerely,

Fred Ritschard Outside Sales Representative

FR / ps

cc: Jeff Pass, Branch Manager

Phone: 630-762-7071 Fax: 630-443-9582 Email: dtodd@stcharlesil.gov

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	 Godwin Dri-Prime CD150M Diesel Pump 6" 150# Flange Suction and Discharge John Deere 4045T290 IT4 Diesel Engine Skid-mounted 	\$ 42,180.00	\$ 42,180.00
		 Engine/Motor Options Block Heater - 110 Volt Base Options Lights - DOT Standard 	0.00	0.00
		• 100 Gallon	0.00	0.00
		CustomElectric Brakes	0.00	0.00
		Tandem Axle	0.00	0.00
		 Tool Box 	0.00	0.00
		 Hose Basket for 3 - 6" x 50' Discharge Hose 	0.00	0.00
		 Hose Rack for Suction Hose to hold 6 - 6" x 10' 	0.00	0.00
		 Lights - 12 Volt Work Lights Stabilizer Jack Swivel Mounted and Spring Loaded 	0.00 0.00	0.00 0.00
В	1	6" Female Godwin QD x 6" 150# Flange Adaptermounted on pumpset suction	244.00	244.00
С	1	6" Male Godwin QD x 6" 150# Flange Adaptermounted on pumpset discharge	326.00	326.00
			SALE TOTAL	\$ 42,750.00

DELIVERY CHARGE

42,750.00 \$ 250.00

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

PIONEER PRIME DIESEL DRIVEN TRAILER MOUNTED PUMP PACKAGE:

Model: PP66S12L72-4045TF290

-Pioneer Prime Heavy Duty Solids Handling Vacuum Assisted Pump

-Standard Ductile Iron Construction with Run Dry Mechanical Seal and Cast Iron Wear Ring(s)

-11.00 Inch Trimmed Diameter Ductile Iron Impeller

-Oil Lubricated Bearing Frame

-Fittings Basket

-Pipe Rack

-Bauer fittings

-John Deere Model 4045TF290 Diesel Engine Rated For 60 Continuous HP @ 1800 RPM

-Trailer Mounted Package with 12 Volt – 4D Heavy Duty Battery

-LOFA CP750 Auto Start/Stop Control Panel

-Entire Package Completely Assembled, Primed & Painted Pioneer Green before Shipment

Net Price Each: \$40,998, F.O.B. Canby, OR, \$41,736 Net Price Each Adder for DOT Fenders, Lights and Reflectors: \$684.00, \$692 Net Price Each Adder for Block heater \$219, \$412 Net price Each Adder for electric trailer brakes \$889, \$898 Net Price Each Adder for Duel Axle Trailer \$1,675, \$1689 Net Price 6" x 10' black suction hose/Bauer fittings \$382, \$409

TOTAL COST: \$45,427.00

Thank you for the opportunity to quote. Pricing is valid for 30 days. Approximate availability is 4-6 weeks from receipt of order. Please let me know if you need additional information, or if I can assist further.

Phil Kelser

Sales Engineer Pioneer Pumps

REQUEST FOR WAIVING BID PROCEDURE

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

> Xylem / Godwin 16830 Chicago Avenue Lansing, IL 60438

For the purchase of: Six inch pump Model CD150M and trailer at a cost not to exceed: <u>\$42,750.00</u>

Reason for the request to waive the bid procedure: Staff did not use formal bid procedure but requested quotes from three companies for pricing.

Other Quotations Received: <u>one</u>

Date: 07/1/2013

Requested by: _____John Lamb_____

Department Director:

Purchasing Manager: _____

Committee Chairman: _____

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

	AGENDA ITEM EXECUTIVE SUMMARY								
	Title:	Recommendation to approve Change Order No. 4 for Biosolids Building Construction Project							
ST. CHARLES	Presenter:	John Lamb							
SINCE 1834									
Please check appropri			X	Gove	ernment (Service	s 07.22.13		
	-		Δ				5 07.22.13		
Planning & De	velopment			City	Council				
								T	
Estimated Cost: \$21,726.00			Budg	eted:	YES	Х	NO		
If NO, please explain	how item will b	e funded:	1						
Executive Summary:									
Staff is requesting appro			Change	Order #	#4 in the a	mount	of \$21,726.0)0.	
Change order is for the f	ollowing addition	onal work:							
1. Change location of	washer and rer	nove mop sink.					\$ 2	2,812.00	
2. Revise architectura		-	ansion	joints.				1,579.00	
3. New gas service an	d upgrade in m	eter.			\$	312.00			
4. Cable and disconne				e moto		3,526.00			
5. Change in conduit					\$	1,512.00			
6. Galvanizing of stee			υ.	•					
7. Modifications to fin	e alarm system	, additional smo	ke and	heat d	etectors.		\$	11,985.00	
					Total		\$2	21,726.00	
Change order amount		ut of project con	tingenc	y fund	s and be	include	d in low in	iterest	
loan that is funding the	1 0								
Attachments: (please Change Order Forms	(151)								
Recommendation / Suggested Action (briefly explain):									
Recommendation to a	pprove Change	Order No. 4 for	Biosol	ids Co	nstructio	n Proje	ct and a Re	esolution	
Authorizing the Mayo	r and Clerk to e	execute the same	•			-			
For office use only	Agenda Item	n Number: 4.k							

CHANGE ORDER NO. 4

Date:	July 3, 2013	Date of Agreement: October 31, 2012						
Project: City of St. Charles 2012 Main and Sludge Handling Building Improvements								
Job Number: STC-076								
Owner:City of St. Charles 2 East Main Street St. Charles, Illinois 60174Contractor:Whittaker Construction & Excavating, In 15657 S. 70th Court 								
	g changes are hereby made to the t Modification Requests (CMR's) #		TRACT DOCUMENTS: Work associated 5, and #40 – #44.					
Justification:	See attached Contract Modificatio	n Req	quests (CMR's).					
Original Co Amount of I Current Cor Change in C Contract Pri	\$8,897,150.00 \$23,220.00 \$8,920,370.00 \$21,726.00 \$8,942,096.00							

Original Contract Time	550	Calendar Days
Previous Changes to Contract Time	16	Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	566	Calendar Days
Change to Contract Time Due to this Change Order	1	Calendar Days
Contract Time Including this Change Order	567	Calendar Days

Approvals:

Requested by:

Recommended by:

Mark Sikora, P.E. Project Manager Trotter and Associates, Inc.

ch John Lamb

Environmental Services Mgr. City of St. Charles

Ordered by:

Hon. Raymond Rogina Mayor City of St. Charles Accepted by:

Jason Whittaker President Whittaker Construction & Excavating, Inc.

Change Order No. 4

Trotter and Associates, Inc. STC-076

City of St. Charles - 2012 Main & Sludge Handling Building Improvements Summary of Change Order #4

CMR			
No.	Description	Amount	Days
5	Remove Mop Sink for Washer Hook-Up	\$ 2,812.00	1
35	Revised Architectural Elevations to Clarify Brick Expansion Joints	\$ 1,579.00	0
40	New Gas Service and Meter (\$20,000.00 from Natural Gas Service Allowance)	\$ 312.00	0
41	Cable and Disconnect Switch Upsize due to Change in Size of CT Main Drives	\$ 3,526.00	0
42	Change Conduit Size and Cable in Duct Bank #10	\$ 1,512.00	0
43	Galvanizing Steel Trusses, Modified Coating System on Open-Air Portion	\$ -	0
44	Modifications to Fire Alarm System per STC Fire Comments	\$ 11,985.00	0
	TOTAL FOR CHANGE ORDER #4	\$ 21,726.00	1

Original Contract Price	\$ 8,897,150.00
Previous Change Orders	\$ 23,220.00
Current Contract Price adjusted by Previous Change Orders	\$ 8,920,370.00
Contract Price due to this Change Order will be adjusted by	\$ 21,726.00
Contract Price including this Change Order	\$ 8,942,096.00

	Substantial	Final
	Completion	Completion
Original Completion Dates	February 7, 2014	May 8, 2014
Previous Contract Time Adjustment	16	16
Current Completion Dates adjusted by Previous Change Orders	February 23, 2014	May 24, 2014
Contract Time due to this Change Order to be Adjusted by	1	1
Completion Dates including this Change Order	February 24, 2014	May 25, 2014

City of St. Charles Public Works Environmental Services Office

		CHANGE ORDER		
PROJECT:	Biosolids Building	Construction Project	NO DATE: _	4 7/5/2013
CONTRACTOR: CONTRACT FOR:		uction & Excavating onstruction of biosolids building and equipme	BY: ent.	John Lamb
You are directed to make DESCRIPTION: PURPOSE OF CHANGE:	 Remove mop sin Revised archited Revised archited New gas service Cable & disconn Change conduit Galvanizing stee Modifications t Change of locati Brick expansion Existing gas se Centrifuge motion Conduit size in Contractor required 	Inges: hk for washer hook-up. ctural elevations to clarify expansion joints. e and meter(\$20,000 from gas service allowance) nect switch upsize due to larger centrifuge drives. size and cable in duct bank #10. el trusses, modified coating system. to fire alarm system per STC Fire Dept. for for washer/dryer hook-up to inventory room. joints were revised to clarify extent of installation revice in an area that elevation changed, upg or size upsized requiring upgrade in disconn- bank changed from 2" to 3" size due to num uested change for ease of construction - no co ke and heat detection required in several roc	rade in n ect switc ber of cc	:h.
ATTACHMENTS:	Engineer Change	e Order		
CHANGE IN CONTR		CHANGE IN CONTRAC	TTIME	
Original Contract price:	\$ 8,897,150.00			
Previous Change Orders:	\$ 23,220.00	Previous Change Orders:		
Contract Price prior to this Change	e Order: \$ 8,920,370.00	Contract deadline prior to this Change Order:		
Net Increase (Decrease) of this C		Net Increase (Decrease) of this Change Order		
Contract price with all approved C		Contract deadline with all approved Change Order:		
RECOMMENDED:		40000//20		
NECOMMENDED.		APPROVED:		

Del Lab 1/5/13 Environmental Service Manager Date

Finance Director

Date

Contractor

Date

It is determined that the circumstances necessitating this change order were not foreseeable at the time the original contract was signed, the change order is germane to the original contract as signed, and the change order is in the best interest of the City and authorized by law.

Biosolids Building CO #4 - Whittaker Const.

		Agenda I	тем Е	XECU	TIVE S	UMMAH	RY	
ST. CHARLES	Title:	Recommendation to approve Refuse Ordinance Authorizing Amendment of Title 8 "Health and Safety" Chapter 8.24, "Garbage and Refuse", Section 8.24.040 "Charges and Bills" of the St. Charles Municipal Code						
SINCE 1834 Presenter: John Lamb						1		
Please check appropri						~ .		
Government O	•		X			Services	07.22.13	;
Planning & De	velopment			City	Council			
Estimated Cost:			Budg	eted:	YES		NO	
If NO, please explain	how item will l	be funded:	Duug	erea.	120		110	
Executive Summary:								
On July 1 the City Council approved the Solid Waste Disposal Contract Extension with Advanced Disposal. Attached are proposed changes to amend Title 8 Health and Safety Chapter 8.24 implementing the new fees, services and language of the contract extension. Briefly these are: 8.24.020 Approved Containers – addresses the change in yard waste bags 8.24.030 Collection Services – addresses the change in collection days.								
8.24.040 Charges and Bills – addresses the new pricing for next five years.								
Attachments: (please	,							
Proposed Refuse Ordi	nance							
Recommendation / Suggested Action (briefly explain):								
Recommendation to a Chapter 8.24, "Garbag Municipal Code.			0					nd Safety"
For office use only	Agenda Iten	n Number: 4.1						

City of St. Charles, Illinois Ordinance No. 2013-M-____

An Ordinance Authorizing Amendment of Title 8 "Health and Safety", Chapter 8.24, "Garbage and Refuse", Section 8.24.020 "Approved Containers, Section 8.24.030, Collection Services, Section 8.24.040 "Charges and Bills" Of the St. Charles Municipal Code

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. That Title 8 "Health and Safety", Chapter 8.24 "Garbage and Refuse", Section 8.24.040 "Charges and Bills", of the St. Charles Municipal Code, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

8.24.020 Approved containers.

A. Types of approved containers

2. Containers to be used for the collection of yardwaste shall be:

a. Pre-paid disposable yardwaste bags, constructed of natural Kraft paper, clearly marked with the City logo and "Yardwaste Only" and exclusively supplied by the City's contracted residential refuse hauler; or

b. a. Generic disposable yardwaste bags, constructed of natural Kraft paper, with one (1) refuse sticker securely affixed; or

e. **b.** Ninety (90) or sixty (60) gallon mobile toters, clearly marked for "Yardwaste Only" provided exclusively by the City's contracted refuse hauler.

8.24.030 Collection services.

B. Routes and schedules

The routes and schedules for collection of refuse and recyclable materials shall be depicted in Exhibit B, dated April 21, 2003 July 1, 2013.

8.24.040 Charges and bills.

- A. The charge for collection of each disposal unit or large household item for a non-multifamily dwelling, as defined herein, shall be assessed upon the purchase of a designated bag or sticker, or rental of designated toter. Said designated bags or stickers may be purchased from various retail outlets throughout the City, and designated toters may be rented directly from the contractor at the prices set forth in Section 8.24.040(B) hereof.
- B. The charges for garbage and rubbish, yardwaste and recyclable material collection service within the corporate limits of the City shall be as follows:

Single-Family

Service	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Refuse Sticker	\$2.85 ea.	\$2.98 ea.	\$3.11 ea	\$3.25 ea.	\$3.40 ea.
Yard Waste Sticker	\$2.85 ea.	\$2.98 ea.	\$3.11 ea	\$3.25 ea.	\$3.40 ea.
Refuse Bag	\$3.07 ea.	N/A	N/A	N/A	N/A
Half-size Refuse Bag	\$1.54 ea.	\$1.59 ea.	\$2.02 ea	\$2.11 ea.	\$2.21 ea.
65 Gallon Recycling Toter	NC	NC	NC	NC	NC
35 Gallon Refuse Toter*	\$19.00/mo.	\$19.86/mo.	\$20.75/mo.	\$21.68/mo.	\$22.66/mo.
65 Gallon Refuse Toter*	\$16.50/mo.	\$17.00/mo.	\$17.50/mo	\$18.03/mo.	\$18.57/mo.
95 Gallon Refuse Toter*	\$19.50/mo.	\$20.09/mo.	\$20.69/mo	\$21.31/mo.	\$21.95/mo.
White Goods (per item)	\$30.00	\$30.00	\$35.00	\$35.00	\$40.00
Optional Toters					
35 Gallon Recycling Toter	\$1.20/mo.	\$1.20/mo.	\$1.20/mo.	\$1.20/mo.	\$1.20/mo.
65 Gallon Recycling Toter	\$1.20/mo.	\$1.20/mo.	\$1.20/mo.	\$1.20/mo.	\$1.20/mo.
95 Gallon Recycling Toter	\$1.20/mo.	\$1.20/mo.	\$1.20/mo.	\$1.20/mo.	\$1.20/mo.
65 Gallon Yard Waste Toter	\$25.00	\$26.13	\$27.30	\$28.53	\$29.81

*Toters do not require the use of refuse bags or stickers. (Ord. 2009-M-37 § 1.) N/A - Not Available

NC – No Charge

Multi-Family

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1X Per Week	\$7.11/mo.	\$7.11/mo.	\$7.11/mo.	\$7.11/mo.	\$7.11/mo.

- C. One pre-paid sticker or bag shall be securely and visibly attached to each large household item placed out for collection.
- D. 1. Multi-family Units: Bills for the collection of garbage and rubbish and recyclable material to multi-family dwellings being serviced by a dumpster shall be sent out monthly **until July 1, 2011** by the City to the tenants of the building. The due date of bills shall be at least eighteen (18) days from the date of the billing.

— 2. Multi-family Units: Bills for collection of garbage and rubbish and
 — recyclable material to multi-family dwellings being serviced by a dumpster
 for the months of July and August 2010 will be billed on the December
 2010 bill and shall be sent out by the City to the tenants. The due date of bills
 shall be at least eighteen (18) days from the date of the billing.

31. Multi-family Units: Beginning July 1, 2011 bills for the collection of garbage and rubbish and recyclable material to multi-family dwellings being serviced by a dumpster shall be sent out monthly by the contracted hauler to the owners of the multi-family buildings.

4. 2. Multi-family complexes with twice a week service will be billed by the contracted hauler for the service per week based on number of occupied units.

E. Late payments shall include an additional ten (10%) percent charge.

Section 2. That this Ordinance shall be in full force and effect on October 1, 2013 from and after its passage, approval and publication in pamphlet form as provided by law. The rates set forth herein will be effective with the first billing subsequent to the effective date of this ordinance.

Section 3. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of ______, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of ______, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of _____, 2013.

Raymond P. Rogina, Mayor

ATTEST:

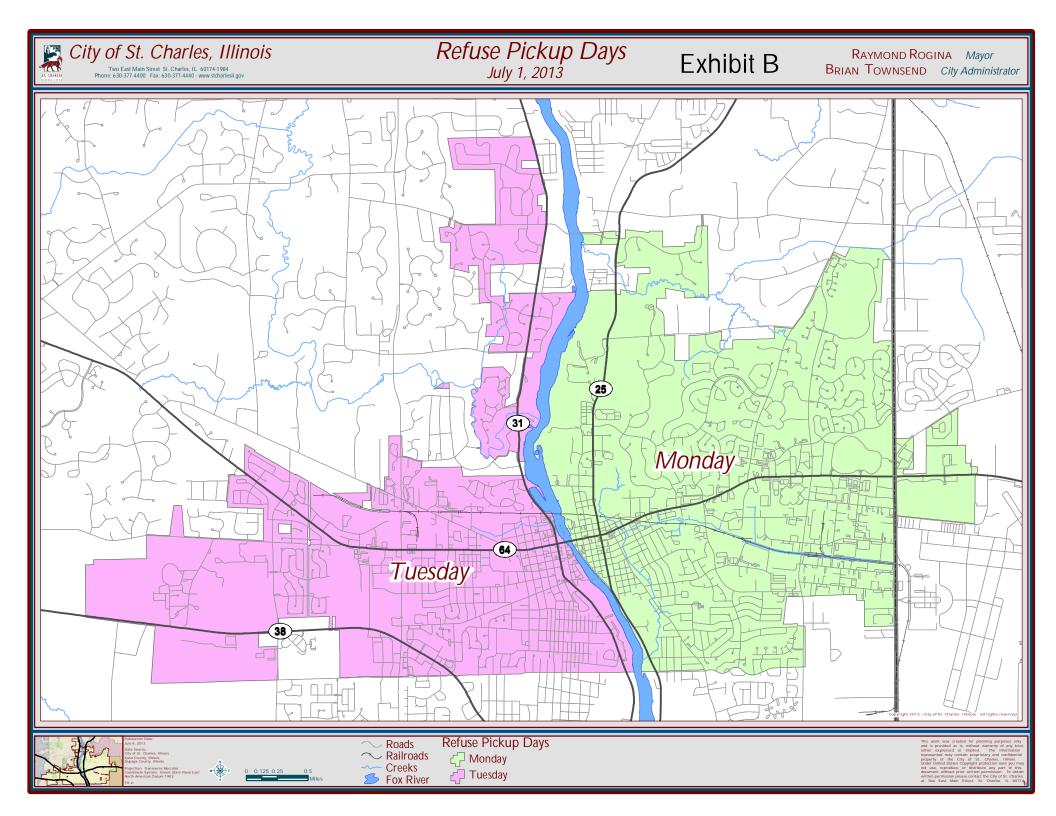
Nancy Garrison, City Clerk

COUNCIL VOTE:	
Ayes:	
Nays:	
Absent:	

APPROVED AS TO FORM:

City Attorney

DATE: _____



AGENDA ITEM EXECUTIVE SUMMARY								
	Title:	Recommendation to Approve Renewal of Land Lease and Biosolids Application Agreement						
ST. CHARLES S I N C E 1 8 3 4Presenter:John Lamb								
Please check appropr	riate hox:							
Government (X	Gove	ernment S	Services	s 07.22.1	3	
Planning & D	evelopment			City	Council			
Public Hearin	g							
Estimated Cost: \$	62,000.00		Budg	eted:	YES	Х	NO	
If NO, please explain	how item will b	be funded:						·
Executive Summary	:							
The Main Wastewater	Freatment Plant g							
City owns and leases for lease and biosolids agree								
has been leased to Bill	and Roger Mange	ers with whom the	City ha	s built	a good wo	orking re		
addition to leasing the a	acreage, the Mang	gers were contract	ed to spi	read bio	osolids on	1t.		
The current agreement following terms: lease yard. The lease rate is	rate of \$165.00 p	er acre, hauling a	nd applic	cation c	osts of \$9	9.00 and	\$17.50 per	cubic
Mangers held the \$17.5	0 off-site rate fro	m current agreem	ent and	increas	ed the on-	-site rate	from \$7.50) to \$9.00.
Approximately sixty pe site rate.	ercent (60%) of th	e material is charged	ged to th	e off-si	ite rate an	d forty p	bercent (409	%) to on-
Staff also request a bid	waiver for this ite	em since the agree	ement is	being r	enewed.			
Attachments: (please	,							
Farm Lease and Biose Bid Waiver	olids Agreemen	t						
Recommendation / S	Suggested Actio	on (briefly expla	in) :					
Recommendation to a approval of a Resolut						-	reement a	nd
For office use only:		n Number: 4.m						

CITY OF ST. CHARLES FARM LEASE AND BIOSOLIDS APPLICATION AGREEMENT

The City of St. Charles, Illinois (hereinafter referred to as "City"), and Roger Mangers and William Mangers (hereinafter collectively referred to as the "Mangers"), mutually agree to this lease on the following terms and conditions:

1. **DEMISED PREMISES:** City agrees to lease to the Mangers forty (40) acres of City owned farmland located at the City of St. Charles' Westside Wastewater Treatment Plant on Route 38 (hereinafter referred to as the "Demised Premises").

2. **TERM:** The term of this lease shall commence on September 1, 2013 and continue until August 31, 2016, unless terminated earlier as provided in this lease.

3. **RENEWAL OPTIONS:** The City has the option to renew this lease for an additional three (3) year period provided that the City gives written notice to the Mangers of its exercise of the renewal option on or before July 1, 2016. Rent for the option period shall be the amount in an amount as negotiated between the City and the Mangers.

4. **RENT:** Rent for the Demised Premises shall be one hundred sixty-five dollars (\$165.00) per acre for forty (40) tillable acres for a total rent of six thousand six-hundred dollars (\$6,600.00) per year, payable on or before January 31 of each year. If the Mangers fail to pay rent as scheduled, a one and one-half percent (1.5%) per month finance charge shall be assessed against any balance due; said interest represents an annual percentage rate of eighteen percent (18%). Rent shall be payable to the City of St. Charles unless otherwise designated by City. Rental payments should be mailed to City of St. Charles, 2 East Main Street, St. Charles, Illinois 60174.

5. **TERMINATION:** The City has the right to cancel this lease for all or any part of the Demised Premises in conjunction with the closing of any sale thereof. Such termination shall be effectuated by written notice to the Mangers on the date specified by such notice. City shall pay to the Mangers no later than ten days (10) after the effective date of such termination the following:

a. If such termination affects portions of the Demised Premises in which crops have been planted, the sum of eight hundred fifty dollars (\$850) per acre, prorated for any partial acre, in addition to a refund of rent paid hereunder for such portion of the Demised Premises.

b. If crop damage occurs as a result of soil testing or other activities on the Demised Premises as directed by the City, the Mangers shall have the right to be reimbursed for its prorated expenses to date for any measured acres damaged.

c. In the event that the City withdraws any portion of the Demised Premises, the rent shall be prorated according to the percentage of acreage withdrawn. This amount shall then be subtracted from the total amount of rent otherwise payable under this lease.

d. If the Mangers default on any obligations imposed by this lease and do not cure the default within thirty days (30) of receipt of written notice specifying the instance(s) of

default, then this lease shall automatically terminate on the thirty-first day (31^{st}) following receipt of notice.

6. **ASSIGNMENT:** Mangers shall not assign or sublet this lease in whole or in part without first obtaining the City's written consent.

7. **NOTICES:** All notices shall be sent by certified mail. Notices to the City shall be directed to the City of St. Charles, Attention: Director of Public works, 2 East Main Street, St. Charles, Illinois 60174, and notices to the Mangers shall be directed to William Mangers, 49W179 Main Street, Elburn, Illinois 60119.

8. **WAIVER OF WARRANTY:** The Mangers agree that they have fully inspected the leased property and take it as-is. The City reserves warranties of any kind and disclaims any responsibility for visible or latent defects in the Demised Premises.

9. **MANGERS' INVESTMENT AND EXPENSES:** The Mangers hereby agree to furnish the following at their sole cost and expense:

a. All machinery, equipment, labor, fuel and power necessary to farm the Demised Premises in a satisfactory manner.

b. All hauling of all materials needed for making repairs or minor improvements to the Demised Premises, except where otherwise agreed to.

c. All labor required for repairing or improving the Demised Premises, except where otherwise agreed.

d. All seeds, inoculations, disease treatment materials, fertilizers, herbicides and insecticides.

e. Plowing.

f. Insurance on equipment and employees as provided in Section 14 of this lease.

g. Any other materials or work expended during the term of this lease, except as otherwise agreed to.

10. MANGERS' DUTIES:

In addition to the prompt payment of all rent, Mangers agrees to perform the following required activities:

a. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.

b. Follow farming practices that are generally recommended for this type of farm and its locality unless other practices are agreed to by the City and the Mangers.

c. Keep the Demised Premises neat and orderly.

d. Prevent all unnecessary waste, loss or damage to the Demised Premises and all other real or personal property of the City.

e. Practice fire prevention, follow safety rules, and comply with all pollution control and environmental protection requirements and implement erosion control practices that are prudent and otherwise in accord with all applicable government standards.

f. Keep all vehicles and other equipment located on the Demised Premises locked with keys removed when not attended. The Mangers shall be solely responsible for all equipment.

g. Maintain a record of soil treatment and provide a supplier's statement which includes the amounts of fertilizers, pesticides, herbicides and other chemicals and similar substances purchased and the date of purchase.

h. Use chemicals and pesticides in accordance with labeled directions; prevent chemical and pesticide drift onto adjacent properties and other non-target lands and animals.

i. Use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides and other chemicals and similar substances.

j. Use the Demised Premises without site contamination such as, but not limited to, chemicals, oil spills, hydrocarbons or any other waste materials.

k. Keep ditches, tile drains, tile outlets, grass waterways, and established watercourses in good repair and otherwise protect and preserve the same.

1. Use due care in farming around existing manholes, sanitary sewers and telephone poles. Mangers shall be solely responsible for any damage to any manholes, sanitary sewer pipe or telephone poles.

m. Allow the City access to all roads and trails on the Demised Premises. The Mangers agree to maintain all roads and trails on the Demised Premises in a condition equal to or exceeding the condition of such roads or trails on the date Mangers took possession of Demised Premises.

n. Prior to termination of this lease, the Mangers agree to allow their successor access to the Demised Premises for the purpose of field preparation, following the removal of the Mangers' crop on a field by field basis.

o. The Mangers shall pay all property taxes for the Demised Premises, if any.

11. Farm Chemicals and Hazardous Substances:

The Lessor and the Mangers agree to the following

a. The Mangers hereby warrant that they have received training and information that includes emphasis on safe storage, mixing, application, and rinsate disposal for farmuse pesticides and chemicals. The Mangers assume all responsibility for providing this information to family, employees, and other persons used for fulfilling the Mangers' responsibilities under this lease. b. All chemicals used by the Mangers on the Demised Premises shall be applied by a licensed operator (whenever such is required by the laws of the State of Illinois) in a prudent and proper manner, including the use of equipment that is in good working order, and at levels that do not exceed the manufacturer's recommendation. The application of any chemicals on the Demised Premises shall at all times be in a manner that is generally consistent with prudent farming practices, any rules and regulations of the Environmental Protection Agency, and any guidelines and recommendations provided by the chemical manufacturer. Each chemical container shall be used and stored in a manner that minimizes the risk of an accidental spill and discharge.

c. No chemicals shall be stored on the Demised Premises for more than one (1) year from the purchase date. Any chemicals or petroleum products stored or maintained on the Demised Premises shall be in clearly marked, closed-tight containers located above the ground.

d. No excess chemicals or chemical containers shall be disposed of on the Demised Premises. All excess chemicals, chemical containers, or other hazardous waste shall be removed in a timely, prudent manner by the Mangers at their sole cost and expense, and under no circumstances shall such remain after the expiration or termination of this lease.

e. During the life of this lease, the Mangers shall record all applications of chemicals and fertilizer by field, including the name and source of each item applied, the quantity applied, and the date of the application. The Mangers shall furnish a copy of this record to the City within twenty-one (21) days following the City's request for it. The Mangers agrees to make such record available for inspection at any reasonable time during the year.

f. The Mangers shall pay for the cleanup of any hazardous chemical spill occurring on the Demises Premises when the spill is the direct or indirect result of the Mangers' farming activities and operations. The Mangers shall keep the City safe, harmless and indemnified as to any losses, claims, fees, damages, legal fees, causes of action, including all costs of cleanup, and other costs and expenses resulting from any such spill or contamination.

12. **OPERATIONS TO BE CONDUCTED WITHIN THE DEMISED PREMISES:** All farming, plowing, turning, crop removal and other operations shall be within the confines of land actually rented and not on adjoining lawns, yards, fields or other areas including areas planted in grass surrounding the Demised Premises and running along highways.

13. **CITY'S RIGHT OF ENTRY:** City shall have the right to enter at any time to inspect fields, ditches, tile outlets, fences or any other part of the Demised Premises, and to repair or do any other work that the City considers necessary or desirable.

14. **RELEASE AND INDEMNITY:** The Mangers agree to assume all risk of loss and to indemnify and hold the City, their respective officers, employees or agents harmless from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including injuries to persons (including death) and for the loss of, damage to, or destruction of property because of the Mangers' acts or omissions. In the event that any demand or claim is made or suit is commenced against the City, the City shall give prompt

notice thereof to the Mangers and the Mangers shall have the right to compromise or defend the same to the extent of their own interest.

15. **INSURANCE:** For the term of the lease, the Mangers shall maintain insurance with a carrier acceptable to the City, insuring Mangers for the following types and in state minimum amounts:

Commercial General Liability:	\$1,000,000 per occurrence					
	\$2,000,000 general aggregate					
Umbrella Liability:	\$2,000,000 limit					
Workers Compensation:	\$500,000 per accident					

The Mangers shall furnish a Certificate of Insurance and agrees that all applicable insurance policies be amended to name the City and the State as additional insureds and to receive notice of termination of coverage which shall require 30 days notice.

16. **LANDLORD'S LIEN FOR RENT AND PERFORMANCE:** The City is entitled to the Landlord's lien provided by law on crops grown or growing on the Demised Premises as additional security for the specified rent and for the faithful performance of the terms of the lease by the Mangers.

In the event that the Mangers fail to pay the rent due or to keep any other term or condition of this lease, all costs and attorneys' fees of the City in enforcing collection or performance shall be added to and become a part of the obligations payable by the Mangers under this lease.

The City's decision to exercise its rights under this section shall not preclude the City from pursuing any other legal remedies available to the City.

17. SURRENDER OF THE DEMISED PREMISES: The Mangers agree to surrender possession of the Demised Premises upon the termination of this lease without further demand on part of City.

18. **TERMS BINDING:** The terms of this lease are binding on the heirs, executors, administrators and assigns of both of the parties.

19. **AMENDMENTS:** Amendments and alterations to this lease may be made only upon mutual agreement of the parties.

20. ADDITIONAL AGREEMENTS:

a. The Mangers agree not to pasture or graze any stock on any land subject to this lease.

b. The City shall reimburse the Mangers for fifty percent (50%) of soil analysis expenses incurred by the Mangers conducting landscape waste operations. The Mangers shall supply the City with a copy of the soil analysis report on a per year basis. Annual reimbursement by the City to the Mangers shall not exceed three hundred dollars (\$300).

22. **BENEFICIAL REUSE OF BIOSOLIDS:**

a. The Mangers agree to accept, on an exclusive basis, that the City may deposit stabilized biosolids on the Demised Premises for the purpose of beneficial reuse of biosolids as a soil enhancement. There shall be no obligation by the City to deposit biosolids on said Demised Premises.

b. The City shall provide all necessary improvements to accommodate the deposit of biosolids.

c. The Mangers agree to provide services to haul, spread and incorporate the biosolids on the Demised Premises and off-site locations during the term defined previously. The Mangers agree to spread and incorporate the biosolids at agronomic rates consistent with the conditions contained in the IEPA permit issued to the City. The Mangers acknowledge they understand the conditions contained in the IEPA land application permit.

d. The Mangers are an independent contractor, are not employees of the City and this lease shall not be construed as establishing a joint venture.

e. The City makes no expressed or implied warranties regarding the impact of biosolids on the Demised Premises.

f. The Lease shall be binding upon and inure to the benefit of both parties, their personal representatives, successors and assigns and shall not be assigned nor shall a representative or successor of Mangers have any rights hereunder without the consent of the City.

g. During the below-referenced period, the City shall pay the Mangers:

i. September 1, 2013 – August 31, 2016 during the Renewal Period as described in Paragraph 3 above. The City shall pay the Mangers:

\$9.00 / cubic yard for hauling, spreading and application of biosolids on site. \$17.50/ cubic yard for hauling, spreading and application of biosolids off site.

ii. Payments shall be made to the Mangers within thirty (30) days after presentation of an acceptable invoice for the above services.

h. <u>RENEWAL PERIOD</u>. In the event that this Lease is renewed by the City in accordance with Paragraph 3 above, the City shall pay the Mangers such amounts as negotiated between the City and the Mangers for that period:

THE UNDERSIGNED PARTIES mutually agree to the above lease, including all terms and conditions thereof:

CITY

CITY OF ST. CHARLES, ILLINOIS

By:

Raymond P. Rogina, Mayor

DATE: _____

MANGERS

Roger Mangers William Mangens

Roger Mangers

William Mangers

ATTEST:

Nancy Garrison, City Clerk

ADDRESS:

POBOT 8288 Elbur IL 60119

DATE: <u>7/16/13</u>

REQUEST FOR WAIVING BID PROCEDURE

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

> Bill and Roger Mangers 49W006 Main Street Elburn, IL 60119

For the Land Lease and Biosolids Application Agreement in the amount of \$62,000.00.

Reason for the request to waive the bid procedure: Staff did not use formal bid procedure, renewed current agreement per the allowed conditions in the agreement.

Other Quotations Received: none

Date: 07/8/2013

Requested by: _____John Lamb_____

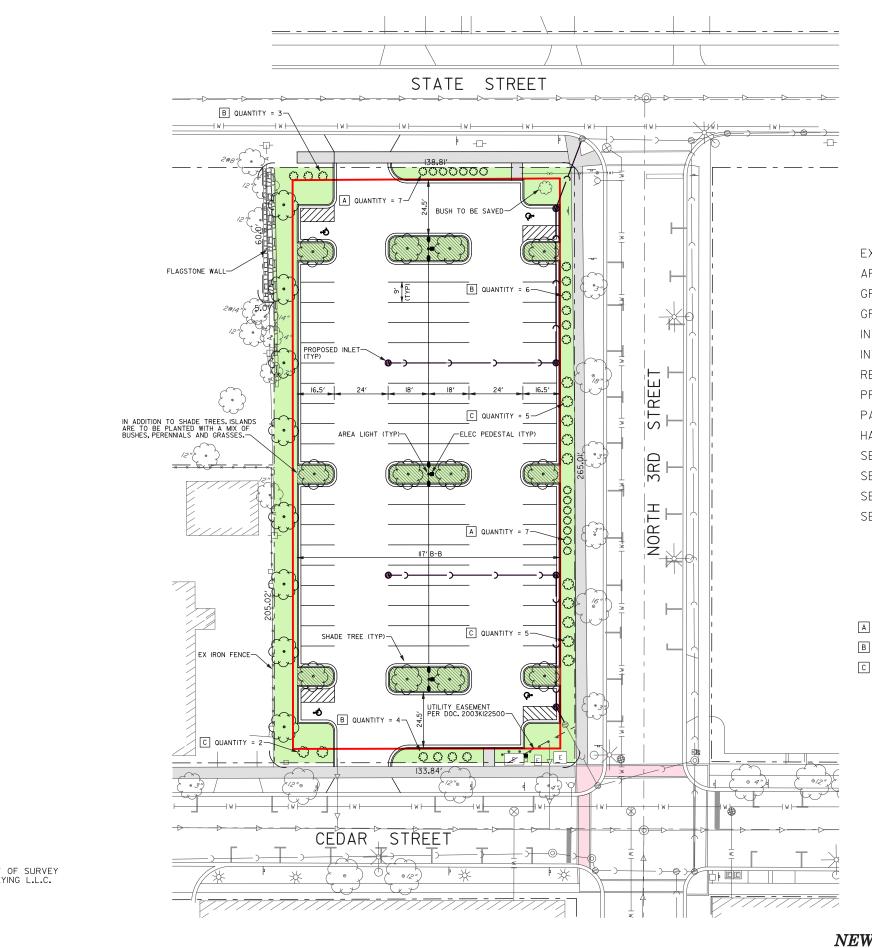
Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

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

	AGENDA ITEM EXECUTIVE SUMMARY								
	Title:	Recommendation to Approve VFW Parking Lot Construction Agreement							
ST. CHARLES	Presenter:	Presenter: James Bernahl and Mark Koenen							
SINCE 1834 Please check appropriate b	ox:								
Government Operations				Gove	ernment Serv	vices 07.22.13			
Estimated Cost: Sec	e discussion be	elow.	Budg	eted:	YES	NO	Х		
If NO, please explain	how item will	be funded:							
Executive Summary:									
On June 17, 2013 the City took ownership of the former VFW Building located at 119 N. Third Street. At the July 1, 2013 City Council meeting the City Council approved the contract with American Demolition Corporation for the demolition of the existing VFW building. The demolition of the structure commenced on July 17, 2013. The new parking lot was designed in-house, presented and approved by Historic Preservation and the City Council. The next phase of the project requires the City to enter into a construction contract for the new parking lot. The project scope included reconstruction of the existing lot with the addition of the new lot where the former VFW building was. See exhibit "A". Staff requested proposals from various construction firms to perform the construction activities. Please recall the budget amount for the project was \$200,000. The lowest proposal received was from ALamp Concrete, Inc. for an amount of \$170,660. Based on the lowest proposal it was determined that the total budgeted amount of \$200,000 would be exceeded. To date the City has utilized approximately \$81,000 of the budgeted amount for environmental investigations and demolition costs leaving a balance of \$119,000. Based on the \$170,660 quotation we are \$51,660 over budget. Staff evaluated various cost saving alternatives to construct the lot within the approved budget amount and prepared a modification to the approved plan (See exhibit "B"). The revised proposal from ALamp for Alternative B was in the amount of \$145,353. The revised plan, exhibit "B", shows only grinding, resurfacing, and restriping of the existing southern lot. Further, the new parking lot extending north of the existing lot is proposed to be built conforming to the City's development standards. The proposed modification to the design produced a cost savings of \$25,307 (under the cost based on exhibit A), but still exceeds the budgeted amount by approximately \$26,353.									
Staff is looking for Committee direction as to which alternative is preferred and also the authorization of additional funds above the original budgeted amount. With this direction, City staff would work with ALamp Concrete on the construction. For your information, the City has worked with ALamp Concrete, Inc. in the past successfully.									
Attachments: (please Copy of Exhibit "A" – Orig Copy of Exhibit "B" – Rev	ginal approved de	sign							
Recommendation / Su		on (briefly explai	in) :						
Staff recommends awarding Lot based on the committee		mp Concrete Contra	actors, In	c. for th	e Construction	of the new VFW I	Parking		
For office use only:	Agenda Item N	Jumber: 4.n							



NOTE: PROPERTY DIMENSIONS ARE PER A PLAT OF SURVEY PREPARED BY DALE FLOYD LAND SURVEYING L.L.C. DATED APRIL 30, 2013

	RVISION OF:	D UNDER THE SUPER	PREPARE	DATE	BY	REVISIONS	NO.
CITY OF ST. CHARLES							
ENGINEERING DEPARTMENT			4				
	EXP. DATE	-	P.E. NO.				
L الم	SCALE	CHECKED	DRAWN				
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,_,	/" = 20'		B.H.				

SITE DATA

EXISTING ZONING = CBD-2AREA OF SITE = 35,765 S.F. (0.82 AC.) GREEN SPACE AREA, EXISTING = 6,975 S.F. (19.5%) GREEN SPACE AREA, PROPOSED = 7,615 S.F. (21.3%) INTERNAL PARKING AREA = 30,160 S.F. INTERNAL GREEN SPACE AREA = 2,960 S.F. (10%) REQUIRED TREES = 19 PROPOSED TREES = 20 PARKING STALLS = 76 HANDICAP STALLS = 4SETBACK ALONG STATE STREET = 5.0' SETBACK ALONG 3RD STREET = 6.5' SETBACK ALONG CEDAR STREET = 6.4' SETBACK ALONG WEST LINE = 10.3'

PLANTINGS

A BUSH HONEYSUCKLE - SPACE 3'-5' O.C. B WILD HYDRANGEA - SPACE 5'-8' O.C. C RED-OSIER DOGWOOD - SPACE 7'-10' O.C.

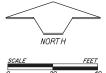
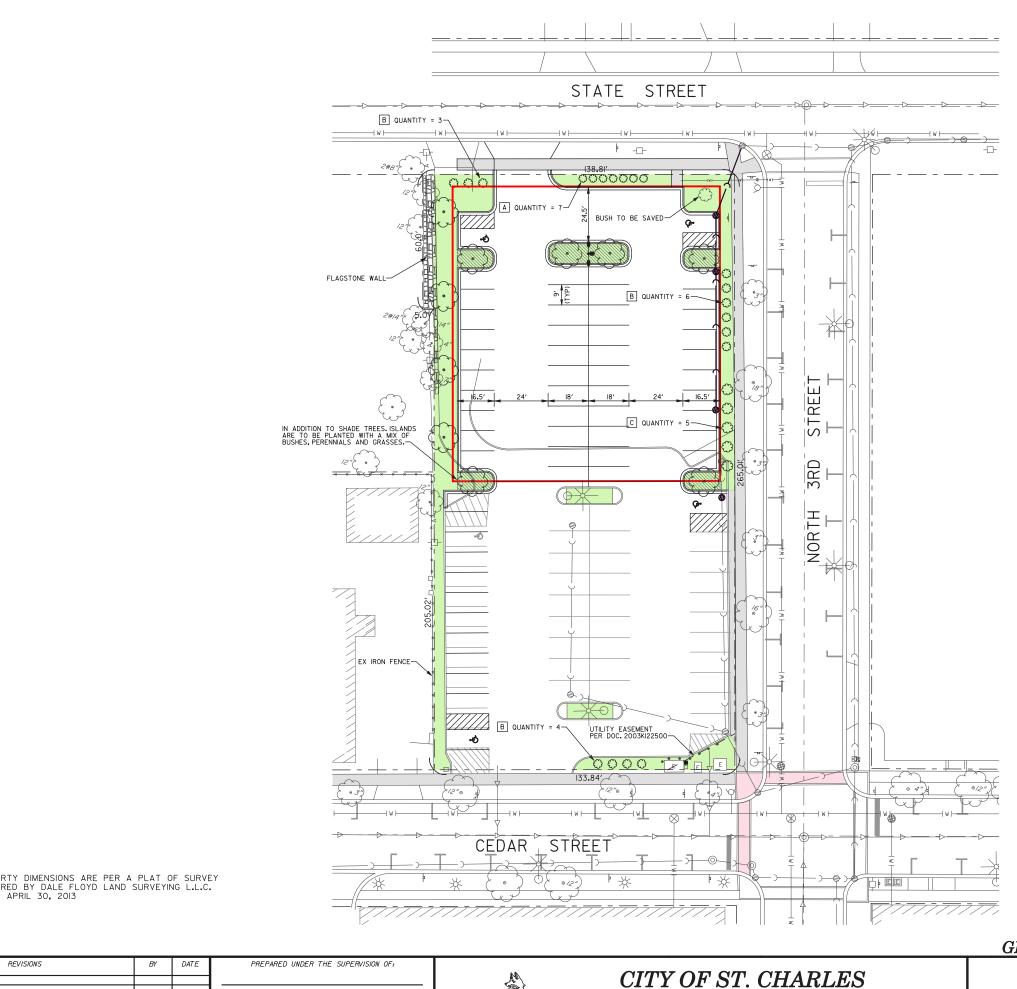


EXHIBIT "A" PARKING LOT NORTH & SOUTH	
VFW SITE PARKING LOT LANDSCAPE PLAN	PR DA SC Fil

PROJEC	т но.
DATE	JULY 11, 2013
SCALE	1 - 20
FILE:	Landscape Plan.dgn
2	SHEET 4 of 5



PREPARED BY DALE FLOYD LAND SURVEYING L.L.C. DATED APRIL 30, 2013			DBY	DALE F	LOYD				
--	--	--	-----	--------	------	--	--	--	--

P.E. NO.

B.H.

CHECKEL

RAWN

EXP. DATE

SCALE /" = 20'

[[] []

NO.

GRI

ENGINEERING DEPARTMENT

200 DEVEREAUX WAY, ST. CHARLES, ILLINOIS 60174 (630) 377-4486

SITE DATA

EXISTING ZONING = CBD-2AREA OF SITE = 18,570 S.F. (0.43 AC.) GREEN SPACE AREA, EXISTING = 6,530 S.F. (35.2%) GREEN SPACE AREA, PROPOSED = 3,600 S.F. (19.4%) INTERNAL PARKING AREA = 15,615 S.F. INTERNAL GREEN SPACE AREA = 1,290 S.F. (8.3%) REQUIRED TREES = 10 PROPOSED TREES = 10 TOTAL PARKING STALLS = 81 TOTAL HANDICAP STALLS = 4 SETBACK ALONG STATE STREET = 5.0' SETBACK ALONG 3RD STREET = 6.5' SETBACK ALONG CEDAR STREET = N/A SETBACK ALONG WEST LINE = 10.3'

PLANTINGS

A BUSH HONEYSUCKLE - SPACE 3'-5' O.C. B WILD HYDRANGEA - SPACE 5'-8' O.C. C RED-OSIER DOGWOOD - SPACE 7'-10' O.C.

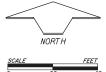


EXHIBIT "B" IND & OVERLAY ON SOUTH LOT	
VFW SITE PARKING LOT LANDSCAPE PLAN	

PROJEC	т но.						
DATE	JULY 11, 2013						
SCALE:	/ • 20'						
FILE:	Landscape Plan.dgn						
	SHEET 4 of 5						

		AGENDA]	ITEM I	EXECUTIVE S	SUMMAR	RY				
	Title:			Approve IDO						
		Closure of 2 ¹	Closure of 2 nd St. (Route 31) at Illinois Street for Two							
Mr. n		School Home	School Homecoming Parades							
ST. CHARLES	Presenter:	Chief Lamkin								
SINCE 1834										
Please check app	ropriate box:									
Governme	ent Operations		X	Government	Services	07.22	.2013			
Planning a	& Development		City Council							
Public He	aring									
	\$2.117.00 (DUU)	1 1			VEG	V	NO	T		
Estimated Cost:	mated Cost: \$2,117.80 (PW) each parade Budgeted: YES X \$252.00 (EMA) each parade \$1,216.28 (PD) each parade \$3,586.08 TOTAL for each parade					Χ	NO			
If NO, please exp	lain how item wil		iuc					1		
Executive Summ	ary:									
on Friday, Septen	ts committee has hber 27, 2013 and 13. Both parades	from North High	School	's Homecomin	g parade	on Fri	day,	arade		
Street route be uti two years. As a g	ued construction of lized again this ye overnment entity to red with the parado	ear for both parad under the City's S	es. This	route has worl	ked well	when u	used the	past		
Attachments: (pl	lease list)									
	ah narada									
Resolution for ea	in parade									
Resolution for eacher Recommendation	n / Suggested Act	tion (briefly explc	in) :							
Recommendation	-	resolutions for th		re of 2 nd St. (Re	oute 31) a	at Illin	ois Stree	et for		

City of St. Charles, Illinois

Resolution No.

A Resolution Requesting the Closure of Route 31 for the St. Charles East High School Homecoming Parade

Presented & Passed by the City Council on _____

WHEREAS, the St. Charles East High School is sponsoring a Homecoming Parade in the City of St. Charles, and;

WHEREAS, this Parade will require the temporary closure of Second Street (Route 31) a state highway in the City of St. Charles, and;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that permission to close Second Street (Route 31) on Friday, September 27, 2013 from 12:45 p.m. to 2 p.m. be requested of the Department of Transportation;

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, all highway traffic during the periods of time specified shall be detoured over the following routes:

For southbound on Route 31: west on Route 64 from Route 31 to 7th Street, south on 7th Street to Prairie Street, east on Prairie Street to Route 31. For northbound Route 31, use the reverse route. For southbound truck traffic on Route 31: west on Route 64 from Route 31 to Randall Road, south on Randall Road to Route 38, east on Route 38 to Route 31. For northbound Route 31 truck traffic, use the reverse route.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, the City of St. Charles assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution.

Resolution No. _____ Page 2

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2013.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE: Ayes: Nays: Absent: Abstain:

City of St. Charles, Illinois

Resolution No.

A Resolution Requesting the Closure of Route 31 for the St. Charles North High School Homecoming Parade

Presented & Passed by the City Council on _____

WHEREAS, the St. Charles North High School is sponsoring a Homecoming Parade in the City of St. Charles, and;

WHEREAS, this Parade will require the temporary closure of Second Street (Route 31) a state highway in the City of St. Charles, and;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that permission to close Second Street (Route 31) on Friday, September 20, 2013 from 12:45 p.m. to 2 p.m. be requested of the Department of Transportation;

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, all highway traffic during the periods of time specified shall be detoured over the following routes:

For southbound on Route 31: west on Route 64 from Route 31 to 7th Street, south on 7th Street to Prairie Street, east on Prairie Street to Route 31. For northbound Route 31, use the reverse route. For southbound truck traffic on Route 31: west on Route 64 from Route 31 to Randall Road, south on Randall Road to Route 38, east on Route 38 to Route 31. For northbound Route 31 truck traffic, use the reverse route.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, the City of St. Charles assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution.

Resolution No. _____ Page 2

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2013.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE: Ayes: Nays: Absent: Abstain:

AGENDA ITEM EXECUTIVE SUMMARY									
Title:Recommendation to Approve Street and Parking Loc Closures and Amplification for the 2013 Scarecrow Festival							-		
ST. CHARLES	_	Presenter:	Chief Lamkin						
Please check ap	propri	ate box:							
Governi	Government Operations				Gove	ernment S	Services	s 07.22.13	
Plannin	g & De	velopment			City Council				
Public H	Iearing								
Estimated Cost: Police: \$12,359.10 Fire & EMA: \$2,364.0 PW: \$11,792.28 Total: \$26,515.38			,364.00	Budg	geted: YES X NO				
If NO, please ex	xplain l	now item will l	be funded:						
Executive Sum	mary:								
The 2013 Scarecrow Festival will be held on October 11-13, 2013. The event remains sponsored by the St. Charles Convention and Visitors Bureau, with coordination handled through Ravenswood Event Services. Both have made application through the special events process and met with the City's Special Events Committee.									
Attached are the requested day/dates for parking lot and street closures. With Cedar Street being closed, special arrangements have been agreed upon to retain access to Johnson's Statuary by way of 4 th Street.									
In addition, they are requesting permission to use directional signage on the public parkway and use of sound amplification during the event. The Police Department requests authorization to modify the planned use area where it is operationally necessary.									
Attachments:	please	list)							
Property Layou Street Closure I	-		Festival (4)						
			on (briefly explai	<i>n</i>):					
Recommendation the 2013 Scared			nd parking lot clo	osures a	ind the	use of a	mplifica	ation equip	ment for
For office use of	nly:	Agenda Iten	n Number: 5.b						

Street Closings, Parking Lot & Designated Handicapped Parking Requests St. Charles Scarecrow Fest October 11-13, 2013 (including set-up October 9 & 10, 2013)

Updated: 6/24/2013

Street Closing, Temporary One-Way, Handicapped Parking Requests: *East of Fox River*

1. Handicapped Parking: Riverside Avenue on-street Parking west side designated Handicap Parking Only: Friday, Saturday, and Sunday from 6 a.m. to 6 p.m.

2. Parking: Riverside Avenue on-street parking east side (two spaces) along 16 N. Riverside Avenue designated Handicap Parking: Friday 6 a.m. to Sunday 6 p.m.

(Signs need to be posted on Thursday).

3. The two 30 minute parking spaces in front of Police Department designated

as "POLICE RELATED Business Parking Only" from Friday at 6 a.m. through Sunday at 6 p.m.

4. No Parking on 2nd Ave between State Ave and Cedar Ave (Trolley Route and stops)

5. No Parking on Cedar Ave between Riverside Ave and 2nd Ave (Trolley Route and stops)

6. No Parking on State Ave between Riverside Ave and 2nd Ave (Trolley Route and Stops)

Parking Lot Closing Requests: East of Fox River

1. Municipal Lot (South portion of lot) adjacent to Municipal Building, Thursday 8 a.m. to Sunday at 10 p.m.

Street Closing, Temporary One-Way, Handicapped Parking Requests: *West of Fox River*

1. **SOFT Closure**: North Third St. between Main & State Streets from Thursday 6 a.m. to Sunday 10 p.m.(To be opened each night at 9 p.m.)

2. **Closure**: North Fourth St. between Main & Cedar Streets from Thursday 6 a.m. to Sunday 10 p.m. East side will be maintained as a fire lane.

3. **Closure**: North Fifth St. between Main & Cedar Streets from Thursday 6 a.m. to Sunday 10 p.m. West side will be maintained as a fire lane.

4. Closure: Cedar St. between 2nd St and 4th St Friday 6 a.m. to Sunday at 10 p.m.

(**SOFT** close – through traffic only.)

*Johnson's Statuary will have access to their Cedar Street driveway.

5. Handicapped Parking: North Fifth St between Cedar and State Streets east side only handicapped parking: Friday at 6 a.m. to Sunday at 6 p.m. (Signs need to be posted on Thursday.)

6. **Handicapped Parking**: North Fourth Street between Cedar and State Streets west side only from Friday at 6 a.m. to Sunday at 6 p.m. (Signs need to be posted on Thursday.)

7. **Handicapped Parking**: East side of 3rd St. between Cedar St. and Rt. 64 Friday 6 a.m. to Sunday 10 p.m.

8. 6° Street at State Street... temporary NO parking on N 6° Street east side near State Street to allow radius turn for trolley.

Parking Lot Closing Requests: West of Fox River

1. River Plaza Parking lot "G" (west side of N. Second Street [Route 31] between Cedar and State Streets on Wednesday 6 a.m. to Sunday 10 p.m. for Windy City Carnival.

2. VFW lot Wednesday at 8 a.m. to Monday at 12 p.m.

3. Old St. Charles Court lot on north Third St., west side, between west Main and Cedar Streets, Thursday at 5 a.m. to Sunday at 10 p.m.

Additional Requests:

1. Grass area east side of 1st Street between Rt. 64 and Illinois for festival activities.

2. Diagonal parking spaces on east side of 1st Street between Illinois and Main Streets.

3. Parking spaces on the south side of Cedar Street between Fourth and Fifth Streets to place dumpsters, toilets, and limited-time entertainment parking with permit. Thursday 6 a.m. to Sunday 10 p.m.

4. Permission to place toilets on grassy area at Municipal Center at northeast corner.

5. Permission to use land along the Freedom Walk from Main Street bridge north to Pottawatomie Park for vendors.

6. Permission to use walkway/courtyard to the south and west of the Municipal Center for children's activities and select vendors.

7. Permission to place tents on Fourth Street between Main and Cedar Streets, west side.

8. Permission to place tents on Fifth Street between Main and Cedar Streets, east side – flush against the park.

Scarecrow Festival 2013: October 11-13 (open to public dates)

Lincoln Park tent set up (south side of park & gazebo) Wednesday and Thursday, October 9 & 10: 9 a.m.-10 p.m. As always, due consideration will be a priority for students of St. Patrick. Set up and Community night: Thursday, October 10: 9 a.m.-10 p.m.

Event Days

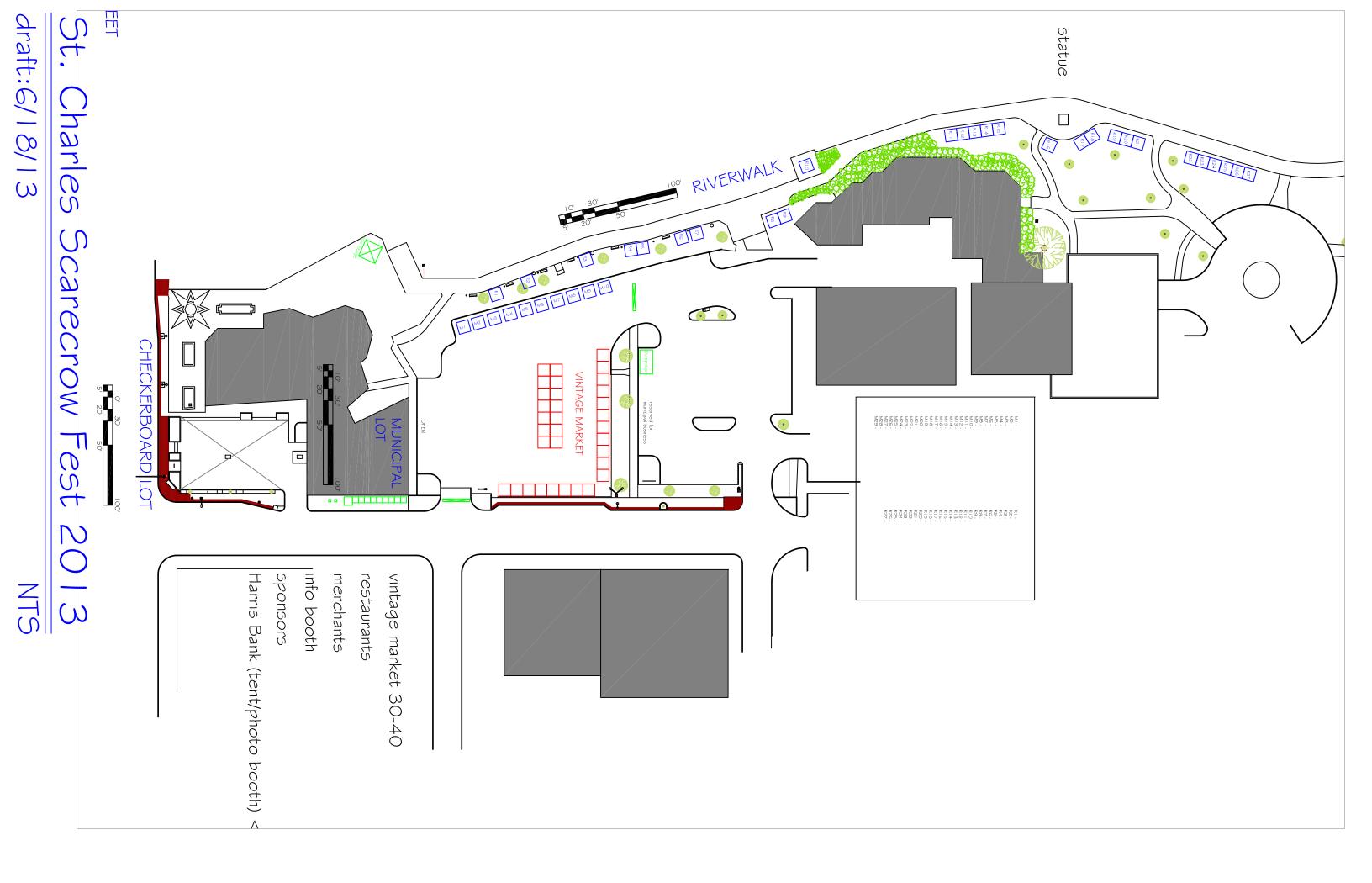
Friday and Saturday, October 11 and 12: 9 a.m.-9 p.m.; Sunday, October 13: 9 a.m. - 6 p.m.

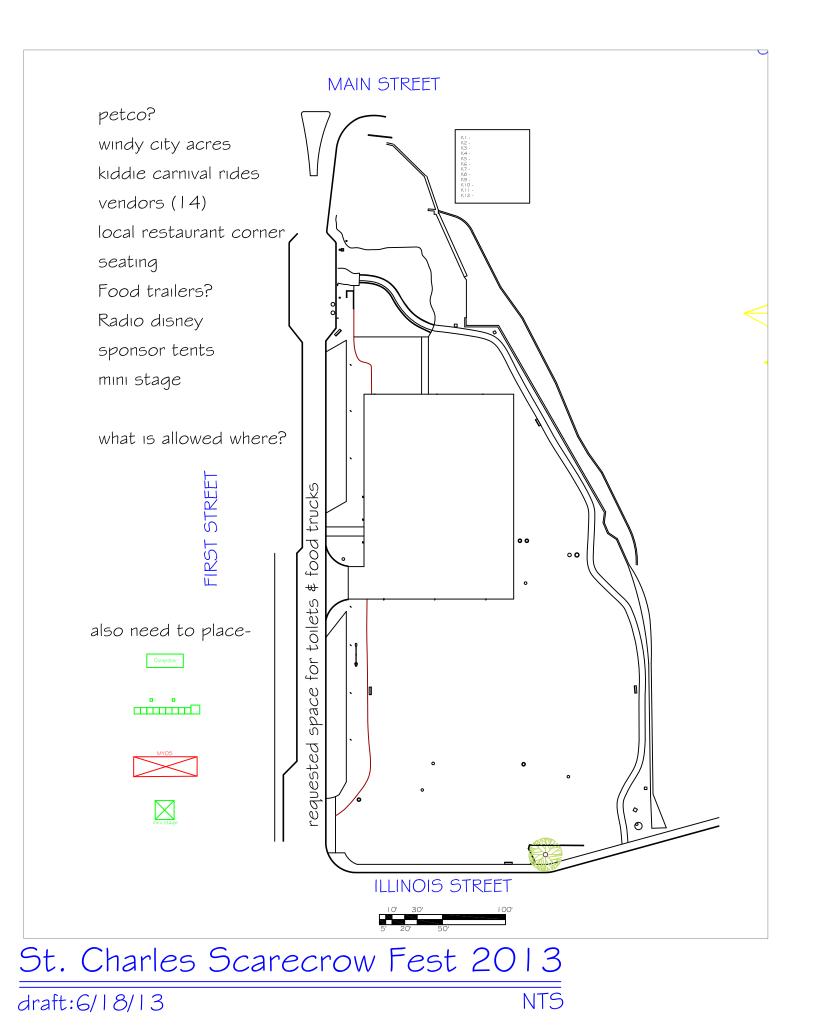
Trolleys

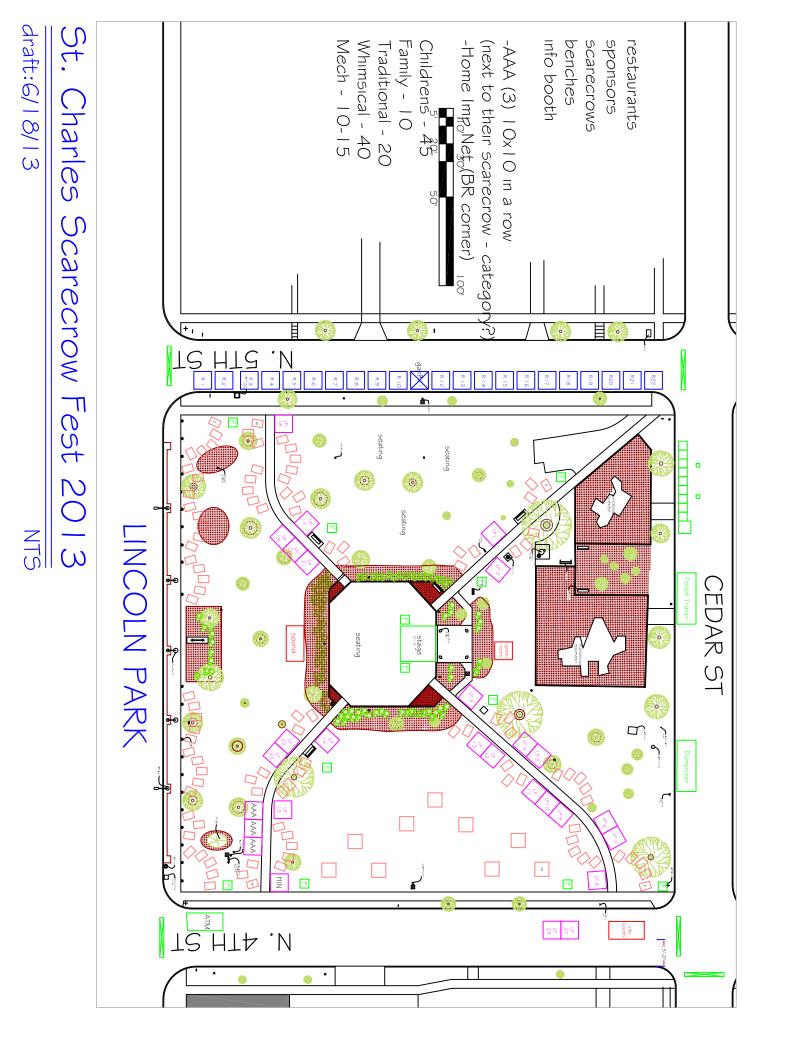
Two trolleys will run Friday, Saturday, and Sunday.

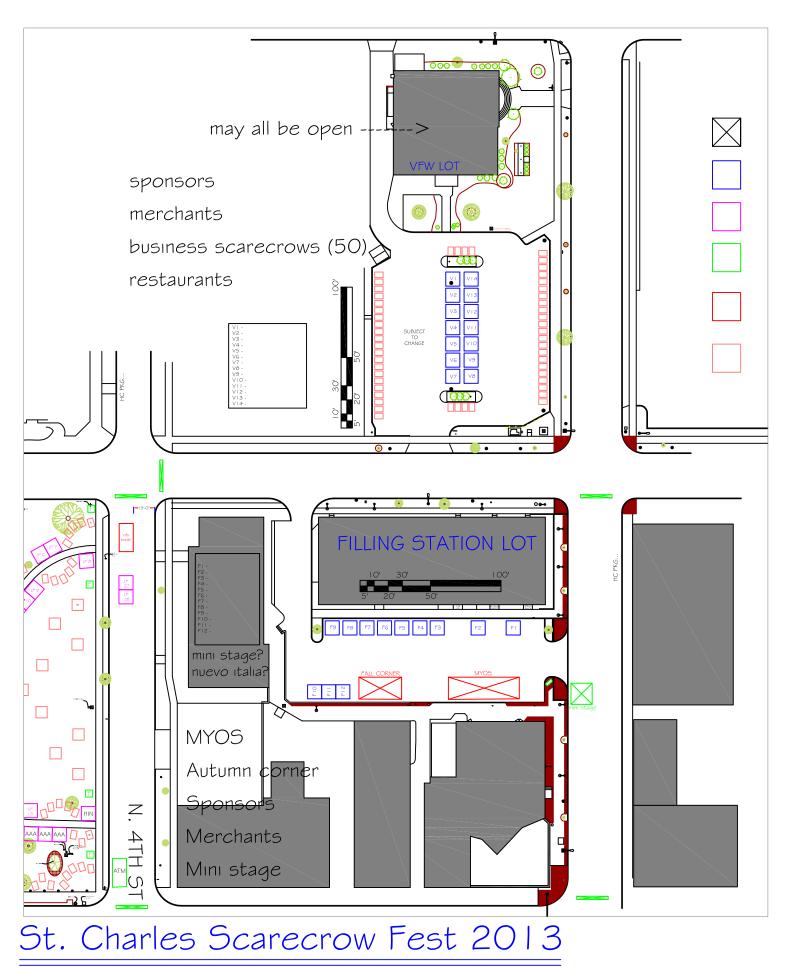
Shuttles (School buses)

Will run Friday, Saturday and Sunday. West of the river from Charlestowne Mall Shopping Center to First Street. East of the river from Haines and Thompson Middle Schools to St. Patrick's Church.









draft:6/18/13

NTS