

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

**MONDAY, NOVEMBER 25, 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. Tree Commission Minutes – Information only.

4. PUBLIC WORKS DEPARTMENT

- a. Recommendation to approve a Resolution Approving a License Agreement By and Between the City of St. Charles and St. Charles Arts Council (January 1 – December 31, 2014).
- b. Recommendation to Approve Modifications to the St. Charles Engineering Design and Inspection Policy Manual.
- c. Presentation of City of St. Charles Green Initiatives.
- d. Recommendation to approve Electric Distribution Maintenance Budget Addition.
- e. Recommendation Authorize the Mayor and City Clerk to Execute an Agreement with Verizon for Placement of Mini-Cell Sites on City Owned Poles.
- f. Presentation of Emerald Ash Borer (EAB) Program Update.
- g. Recommendation to approve Change Order No. 5 for Biosolids Building Construction Project.
- h. Recommendation to Waive the Formal Bid Procedure, Approval of a Budget Addition in the amount of \$250,000 and award of Contractual Services to Layne Western to perform Well #8 Emergency Repairs.

- i. Discussion regarding Parking Lot “F” Lease Agreement (southwest corner of IL Rt. 64 and IL Rt. 31).

5. PURCHASING DEPARTMENT

- a. Recommendation to Approve Purchase of a 2013 Vermeer BC 1800 XL Stump Grinder.

6. EXECUTIVE SESSION

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

7. ADDITIONAL BUSINESS

8. ADJOURNMENT



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 11.25.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	
-----------------	----	-----------	-----	--	----	--

If NO, please explain how item will be funded:

Executive Summary:

For information only.

Attachments: *(please list)*

October 2013 Outage Report.

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.a

General Information				Cause		Time & Duration				Customers	
#	Date	S/U	Circuit, Address/Location	Description	#	Ints	T off	T on	Mins	# Out	Cust:Min
1	10/3/2013	U	535; E. Side Sports Complex	Underground failure, transformer failure.	2	1	10/3/13 10:00 AM	10/3/13 2:20 PM	260	2	520
2	10/11/2013	U	622; 2001-2007 Oak St.	Underground failure, service cable failure.	2	1	10/11/13 11:00 AM	10/11/13 11:37 AM	37	11	407
3	10/11/2013	U	311; 1400 block 4th/5th Pl.	Squirrel, blew transformer fuse.	4	1	10/11/13 5:40 PM	10/11/13 6:20 PM	40	9	360
4	10/16/2013	U	214; 1815 Evergreen St.	Overhead failure, connector failure.	1	1	10/16/13 8:30 AM	10/16/13 10:00 AM	90	1	90
5	10/21/2013	U	333; SWC Rt. 31 & Rt. 64	Overhead failure, connector failure.	1	1	10/21/13 11:15 AM	10/21/13 1:00 PM	105	1	105
6	10/31/2013	U	13156; SE Quad. Of town	ComEd line loss, insulator failure during rain event	0	1	10/31/13 2:57 AM	10/31/13 4:02 AM	65	532	34580
7	10/31/2013	U	533; 2651 & 2701 DuKane Dr.	Underground failure, transformer failure.	2	1	10/31/13 5:30 AM	10/31/13 6:30 AM	60	2	120

S/U - Scheduled or Unscheduled

Ints - # of Interruptions

Long - >1 min; Short - <1 min

Cause # - see table on page 3



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Tree Commission Minutes – Information only

Presenter: Peter Suhr

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 11.25.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	X
-----------------	-----	-----------	-----	--------------------------	----	-------------------------------------	---

If NO, please explain how item will be funded:

Executive Summary:

A duty of the Tree Commission is to advise and consult with the Government Services Committee. September 2013 meeting minutes and October 2013 Joint meeting minutes are attached.

Attachments: *(please list)*

Tree Commission Minutes – September and October 2013 Joint meeting minutes

Recommendation / Suggested Action *(briefly explain):*

For information only.

<i>For office use only:</i>	<i>Agenda Item Number: 3.b</i>
-----------------------------	--------------------------------

**MINUTES
CITY OF ST. CHARLES, IL
TREE COMMISSION
THURSDAY, SEPTEMBER 12, 2013**

Members Present: Chairman Bill Bangs, Ron Ziegler, Jon Duerr, Ralph Grathoff, Suzi Myers, Pam Otto, Phil Zavitz,

Members Absent: Valerie Blaine

Others Present: Caroline Wilfong, Peter Suhr, Chris Adesso, Nicole Wang

1. Opening of Meeting and Pledge of Allegiance

The meeting was convened by Chairman Bangs at 7:05 pm

- 2. Introductions of Visitors - Comments and Concerns:** Caroline Wilfong was introduced as the next Tree Commissioner. She will be affirmed at the upcoming Council meeting at the end of September, 2013. Chairman Bangs welcomed Caroline to the Committee.

4. Minutes Review and Approval

Motion to accept and place on file the minutes of the June 13, 2013, Tree Commission meeting as presented. Motion by Commissioner Duerr, second by Commissioner Ziegler to accept the Minutes.

Voice vote: unanimous; Nays – None; Absent: Blaine
- Motion carried at 7:15 pm.

5. Old Business

A. Discussion on City Forestry/Ordinance Plan

Chairman Bangs asked for comments or suggestion regarding the draft that was sent after the last meeting. Comm. Duerr asked if the group should be specific regarding parkway trees in the verbiage. Mr. Suhr stated the wording should be “public trees”. Comm. Ziegler asked for the wording of the mission statement to be broken up into shorter sentences or adding more punctuation.

Mr. Adesso suggested removing the word “native” from the vision statement. Comm. Duerr suggested that this significantly changes Comm. Blaine’s intent within the sentence. Comm. Otto suggested to move the word to “native flora and fauna” at the end of the sentence. Comm. Ziegler moved to table the review of “native” until the November meeting. Comm. Myers suggested all Commissioners provide their input regarding wording for the vision statement. Chairman Bangs will communicate the changes to Comm. Blaine.

Chairman Bangs asked for participation regarding the History section of the Plan. Mr. Adesso stated that there is general information about the History of St. Charles on the City website. Comm. Myers and Comm. Zavitz will pull together the History of the St. Charles Tree Commission information.

The Plan draft will be updated by Mrs. Wang and provided for the next meeting.

6. New Business

A. Update on the Emerald Ash Borer (EAB)

Mr. Suhr explained that we still have sites with EAB and are actively working alongside residents for the timely removal and replanting of those infested trees as it becomes necessary. Currently, the fall planting has 757 sites to replant with a large portion of those trees on the east side of the river. Mr. Suhr explained his plans to provide an update to the Government Services Committee November 18, 2013 (7 pm), regarding the EAB program. All Tree Commissioners are invited to attend that meeting. Staff is currently analyzing how we move forward with the ash trees that are left on City property. Mr. Adesso explained there are a few locations where treatment has been successful and we remain hopeful those trees will survive.

Comm. Grathoff asked how many ash trees will be left after the EAB program is complete. Mr. Suhr explained we are analyzing those sites and determining how to move forward.

Comm. Zavitz asked if we are removing stumps in-house. Mr. Adesso confirmed that in-house staff is responsible for the removal of stumps on City property.

B. News from Public Works: Mr. Suhr mentioned that Mark Koenen has now transitioned to the role of City Administrator. Therefore, there is now a vacancy in the role of Director of Public Works. Mr. Suhr communicated that he is the Interim Director of Public Works and has assumed that role with just recently transitioning into the role of Assistant Director of Public Works. Mr. Adesso has been promoted to the role of Public Services Manager and he will be more available for the Tree Commission.

C. Langum Woods Clean Up:

Comm. Otto stated that we are on target for another clean-up program in the spring of 2014. Her contact with the school district, Lisa Freeman, organizes the project for the 7th grade classes at Haines Middle school.

Comm. Zavitz stated that they have done a really nice job on the trail system. He commended the group for the work that was completed.

7. Committee Reports

- A. Education Committee:** None
- B. Publicity Committee:** None
- C. Arbor Day Committee:** None

8. Communications

A. Electric Division/Tree Activity Reports

Motion by Commissioner Duerr and second by Commissioner Myers to place the May through June, 2013, and July through August, 2013 Electric Division/Tree Activity Reports on file as presented.

Voice vote: unanimous; Nays – None; Absent: Blaine
- Motion carried at 7:50 pm.

A. Review of the Tree Species Requests Report for May 1, 2013 through August 31, 2013.

Chairman Bangs noted that staff is doing a good job handling the requests from residents. Comm. Duerr commented that it is clear from the information provided that the staff's actions are addressing the issue of providing native species for plantings as outlined in the draft of the Urban Forestry Management Plan's vision statement. Mr. Adesso stated that there are very few residents that demand a specific species to be planted at this time.

9 Comments

A. Commissioners

Comm. Otto inquired about an upcoming Joint Meeting with Batavia. Mrs. Wang stated that she has contacted the Public Works team in Batavia and has not heard back from them yet. Updates for the meeting will be provided as soon as possible to the Commissioners.

Comm. Myers stated she is pleased that the group has started working on the Urban Forestry Management Plan.

Chairman Bangs communicated that it is possible he and his wife will move to Colorado in the near future to be closer family. The move has not happened yet; however, it is inevitable. He asked the Commissioners to consider who would be able to move into the Chairman position for the group. He will give a 90 day notice when that time comes.

Mrs. Wilfong shared a native species article from the Chicago Tribune regarding Ginkgo species and the need to anticipate climate shifts expected to occur in future decades when planting new species today. Comm. Duerr commented that the City of Chicago has identified that need as well.

B. Staff : No comments

10. Adjournment

Motion by Chairman Bangs to adjourn meeting at 7:57 p.m. Second by Comm. Myers.

Voice vote: unanimous; Nays – None; Absent: Blaine
Motion carried at 7:57 pm.

/nmw

MINUTES
October 2, 2013
BATAVIA TREE COMMISSION

PLEASE NOTE: These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. They are intended to make an official record of the actions taken by the Commission and to include some description of discussion points as understood by the minute-taker. They may not reference some of the individual attendee's comments, nor the complete comments if referenced.

1. Meeting Called To Order

Chairman Scott Haines called the joint meeting with the St. Charles Tree Commission to order at 5:00 p.m. at Pal Joey's Restaurant, located at 31 N. River St. in Batavia, Illinois.

Members Present: Commissioners Scott Haines, John Dillon (5:15), Dr. Bill Whiteside, Kevin Summers; and City Arborist Frank Saupp

Members Absent: Commissioners Gary Holm and Bob Lootens

Others Present: Subcommittee members John Higgins and Kathy Vranek; Mary Jordan, Batavia resident; and Kathy Montanari, Recording Secretary

St. Charles Tree

Commission: Bill Bangs, Jon Duerr, Ralph Grathoff, Suzi Myers, Caroline Wilfong, Phil Zavitz, and Ron Ziegler

St. Charles Staff: Chris Adesso, Public Services Manager

2. Approval of Minutes

Motion: To accept the meeting minutes from June 5, 2013

Maker: Dillon

Second: Summers

Voice Vote: 5 Ayes, 0 Nays, 2 Absent

Minutes placed on file and to be sent to City Council for acceptance

3. Discussion

a. Topics of Mutual Interest Including Emerald Ash Borer

Commissioners discussed some of the issues that communities are facing with parkway maple trees. Recent mild winters have caused freeze cracks in the trunks, which weakens the structure of the trees. Members of the St. Charles Tree Commission (STC) indicated that they are discouraging residents from planting maples.

The City of Batavia has removed about 1,400 parkway ash trees thus far due to the Emerald Ash Borer infestation. About 100 – 150 parkway ash trees are being treated privately by residents at their own cost.

Adesso reported that St. Charles has used contractors to remove city-owned ash trees. Initially, the removals were done by in-house staff. Three years ago St. Charles passed a \$3 million bond issue for the removal of 1,000 trees that would be replaced on a one-on-one basis. About 2,800

trees have been removed with only 700-800 ash trees remaining in public ROW and other publicly owned property. St. Charles residents are given the option of upsizing the replacement parkway tree for a fee (if available). Approximately 800 trees will be planted in the spring and 820 will be done in the fall. Stump removal and cleanup is done in house. An arborist assists with choosing the trees to ensure a diversity of species. Graf Tree Care has performed a tree study for the city in which they conduct a site analysis and produce a planting list, all tied into St. Charles' GIS data. All replacement trees are obtained from nurseries within a 200-mile radius of St. Charles. Haines noted that Batavia participates in the Suburban Tree Consortium, and trees are purchased from Wilson Nurseries, Hinsdale Nurseries, Possibility Place, and Beaver Creek. Trees were also purchased from Kendall Hill Nursery.

Haines asked about the progress being made on the grant that St. Charles received. Adesso replied that the Legacy program began with the treatment of about 150 trees; there are 78 remaining trees. The product used was Safari. Commissioner Bangs commented that there are about five times the number of ash trees on private property as on public property. Vranek reported that the company she works for treats about 600 trees in the Tri-Cities area.

Haines then explained a recent amendment to Batavia's Forestry Ordinance. Staff used to become involved in private tree matters, spending a significant amount of time and effort. The remaining cases have been coming to a conclusion and now staff intervenes only when a tree issue affects public ROW or electric wires.

Resident Mary Jordan informed everyone that there is a mill in Batavia that will process ash wood. She felt it would be helpful to publicize this information. Haines noted that he had already processed 6-7 large logs for future use.

Vranek asked if St. Charles had ever considered a tree preservation ordinance, and Adesso was not aware of this being done. Commissioner Myers said that this issue was brought up several years ago, but the City Council felt that private property tree issues should be left up to individual homeowners. Unless public property is affected, the City does not get involved with these issues. Vranek noted that Geneva has a good ordinance that doesn't interfere with private parcels. A tree preservation plan is required as part of the development permit process. Adesso said that St. Charles has similar language in its development ordinance but there isn't a requirement for other removals. Myers added that can be very difficult to enforce. Haines commented that frequently lots have already been cleared by the time plans are submitted. This was also discussed in Batavia in past years but found to be invasive. Vranek suggested that perhaps an ordinance could require a developer who removes a tree to replant in a public place.

Haines explained that there is currently a plan being brought forth by the school district for athletic field improvements. The plan isn't funded at this time but would require the elimination of the Batavia Arboretum, which has 31 trees. Higgins mentioned that he will try to get a list of tree dedications from a contact he has at Batavia High School.

St. Charles Tree Commissioners then told the group about this year's Arbor Day celebration at Richmond School. Fourth graders participated in the care of a newly planted oak tree.

Haines described a program that Batavia started a few years ago. Acorns were collected from historic trees in town and given to Possibility Place, a specialty oak nursery, to grow over one hundred trees.

4. Walking Tour of N. River St. Streetscape Improvements

Haines led the group in a tour of the River Street Woonerf, which was completed during the past year. The street was reconstructed using a European curbless concept and the addition of various amenities such as planters and benches. Planting soil vaults were used in the planter areas to allow for better root growth of the street trees.

5. Adjournment

A motion to adjourn was made by Saupp and seconded by Dillon to adjourn the meeting at 6:30 p.m. All were in favor and the meeting was adjourned.

Minutes prepared by
Kathy Montanari

 <p>ST. CHARLES SINCE 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:	Recommendation to approve a Resolution Approving a License Agreement By and Between the City of St. Charles and St. Charles Arts Council (January 1 – December 31, 2014)				
	Presenter:	Peter Suhr				
<i>Please check appropriate box:</i>						
	Government Operations		X	Government Services 11.25.13		
	Planning & Development			City Council		
	Public Hearing					
Estimated Cost:		Budgeted:	YES	X	NO	
If NO, please explain how item will be funded:						
Executive Summary:						
<p>On January 18, 2011, the City Council approved a license agreement authorizing the St. Charles Arts Council to utilize office space at City Hall. The license agreement allows for up to two (2) 1-year renewal periods and this agreement expires December 31, 2013.</p> <p>The St. Charles Arts Council has submitted a letter requesting that the City of St. Charles considers granting them a new license agreement for January 1 – December 31, 2014 that allows for up to two (2) 1-year renewal periods.</p>						
Attachments: <i>(please list)</i>						
Letter from St. Charles Arts Council Resolution License Agreement						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Recommendation to approve a Resolution Approving a License Agreement By and Between the City of St. Charles and St. Charles Arts Council (January 1 – December 31, 2014)						
<i>For office use only:</i>	<i>Agenda Item Number: 4.a</i>					



Friday, October 25, 2013

Mr. Mark Koenen
City of St. Charles
Two East Main Street
St. Charles, Illinois 60174

Dear Mr. Koenen;

As you know, the City of St. Charles has provided a great amount of support for the St. Charles Arts Council (SCAC) for the past three years, with the use of office space and office furniture, which has been a great help to a new organization. The original agreement was a three year "lease" with one year renewals, approved by the City Council. The St. Charles Arts Council respectfully requests a new three year "lease" with the same renewal arrangement at the end of each year of the term.

On behalf of the Board of the SCAC, I would like to thank the City for allowing us the use of that space and furniture for the past 3 years, which has helped us achieve a level of professionalism, among other things, in these early years of the organization.

We would be happy to meet with you at any time, to provide any information about the programs, activities and events of the SCAC, or answer any other questions that you, or the City Council may have.

Again, we thank the City, its staff, and our elected officials for this opportunity.

Very Sincerely,

Sue McDowell
Board Vice President, Treasurer
St. Charles Arts Council, Inc.

City of St. Charles, Illinois
Resolution No. 2013- _____

A Resolution Approving a License Agreement by and between
The City of St. Charles and St. Charles Arts Council
(January 1 – December 31, 2014)

Presented & Passed by the
City Council on _____

WHEREAS, on _____, the City Council approved a license agreement (“the Agreement”) by and between the St. Charles Arts Council and the City of St. Charles; and

WHEREAS, the Agreement authorizes the St. Charles Arts Council to utilize office space, furnishings and equipment at City Hall; and

WHEREAS, Section 13. – Term. Of the Agreement allows for up to two (2) 1-year renewal periods; and

WHEREAS, On December 3, 2012 the City Council approved a Resolution Authorizing a second 1-Year Renewal Period (January 1, - December 31, 2013) of a License Agreement by and between the City of St. Charles and St. Charles Arts Council; and

WHEREAS, The St. Charles Arts Council has submitted a letter requesting that the 2014 renewal period be authorized; and

WHEREAS, the City Council desires to grant the request for renewal and authorize same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the request for renewal of the Agreement for the period of January 1 – December 31, 2014 is hereby approved.

Presented to the City Council of the City of St. Charles, Illinois the _____ 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.

Mayor Raymond P. Rogina

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the Licensor” or “City”), and the St. Charles Arts Council, an Illinois not-for-profit corporation (the “Licensee”);

WITNESSETH

WHEREAS, the Licensor is the owner of the St. Charles City Hall/Municipal Center located at 2 East Main Street, St. Charles, Illinois (the “Property”); and,

WHEREAS, there is certain vacant office space located on the Property that the Licensor does not currently utilize, as more specifically described on Exhibit “A” attached hereto and incorporated herein (the “Office Space”), as well as certain office equipment that the City does not currently utilize as listed on Exhibit “B” attached hereto and incorporated herein (“Equipment”); and,

WHEREAS, the Licensee was organized for the purpose of promoting arts activities within the City with the goal of enhancing the cultural environment in the City, as well as promoting economic development in the City; and,

WHEREAS, Licensee requires office space and equipment in order to conduct its activities; and,

WHEREAS, Licensor is desirous of granting a license to Licensee, and Licensee is desirous of being granted a license from Licensor, for Licensee to utilize the Office Space and Equipment, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the sum of One Dollar (\$1.00), and other good and valuable considerations, the adequacy and sufficiency of which the parties hereto hereby acknowledge the parties hereto hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of the Agreement as if fully set out in this Section 1.

Section 2. Grant. Licensor agrees to grant and does hereby grant, to Licensee, a license to use the Office Space and Equipment for the term of this Agreement for the purpose of conducting its activities as contemplated by its Articles of Incorporation.

Section 3. Exclusive Grant. The privilege granted herein is exclusive; provided, however, that Licensor reserves the right at any time to enter upon the Office Space.

Section 4. Liens. Licensee, its officers, agents, contractors, volunteers and/or employees, shall not suffer to permit any mechanic’s lien, judgment lien or other lien of any nature whatsoever to attach or be against the Property, the Office Space, or the Equipment or any portion thereof. Should any such lien be filed, the Licensor shall have the right to contest same.

Section 5. Condition and Upkeep: Use. Licensee has examined and knows the condition of the Office Space and Equipment and has received the same in good order and repair, and acknowledges

that no representations as to the condition and repair thereof have been made by Licensor prior to all the execution of the Agreement that are not herein expressed; Licensee will keep the Office Space and Equipment in good repair, normal wear and tear excepted; and upon the termination of the Agreement, in any way, will yield up the Office Space and Equipment to Licensor, in good condition and repair, ordinary wear excepted and will deliver the keys therefor at the Property.

Licensee will not allow the Office Space or Equipment to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not permit the Office Space or Equipment for any unlawful purpose, or for any purpose that will increase the fire hazard of the Property. The Licensee will not permit any alteration of the Office Space except by written consent of the Licensor; all alterations to the Office Space shall remain for the benefit of the Licensor unless otherwise provided in said consent.

Section 6. Access. Licensee, its officers, contractors, agents, volunteers and/or employees, shall at all times have the right of access to the Office Space and such other areas of the Property as are necessary to access the office Space. The Licensee, its officers, contractors, agents, volunteers and/or employees shall also have access to other areas of the Property as follows: (a) conference and meeting rooms shall be available during normal business hours provided that said rooms are not in use by, or needed by, the City, and (b) use of conference and meeting rooms during non-business hours shall be available on the same basis as the City makes such rooms available to other non-City users by scheduling in advance and pursuant to the City's policy.

Section 7. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensor.

Section 8. Insurance. Licensee shall procure and maintain at its sole and exclusive expense, comprehensive personal injury, workman's compensation and property damage insurance in such amounts as Licensee deems necessary and Licensor deems satisfactory to adequately cover all operation under the exercise of the privileges herein granted. Evidence of insurance shall be provided by Licensee to Licensor.

Section 9. Hold Harmless and Indemnification. Licensee hereby indemnifies, releases and holds Licensor harmless, and agrees to defend Licensor from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensee, its officers, contractors, agents, volunteers and/or employees under the exercise of the privileges herein granted. This indemnity is intended as a full and complete general indemnity and shall include Licensee's responsibility for any attorney's fees incurred by Licensor in defense of any claims or actions brought by third parties against Licensor as a result of the privileges granted to Licensee herein.

Licensor hereby indemnifies releases and holds Licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensor, its officers, agents, and/or employees regarding the License Area. This indemnity is intended as a full and complete general indemnity and shall include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

Section 10. Financial Responsibility/No Third-Party Beneficiaries. Licensor shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensor's granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Licensee and the Licensor.

Section 11. No Lease or Easement. Licensee expressly acknowledges that nothing herein is intended to create a corporal or possessory interest of Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 12. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensor and the Licensee.

Section 13. Term. Unless otherwise terminated pursuant to Section 14, the Agreement shall remain in effect until December 31, 2014 provided, however, upon mutual agreement of the parties hereto, the Agreement may be renewed for up to two (2) consecutive one-year periods.

Section 14. Termination. If the Licensee breaches any of the provisions of this Agreement, or abandons or vacates the Office Space, the Licensor may declare this Agreement terminated upon thirty (30) days written notice to the Licensee. In addition, the Licensor may, for any reason and in its sole discretion, declare this Agreement terminated upon one hundred twenty (120) days written notice to the Licensee.

Section 15. Damage and Destruction. Licensor and its officers, contactors, agents and /or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage or inconvenience which may arise from this Agreement.

Licensor and its officers, contractors, agents and/or employees shall not be liable for any damage occasioned by failure to keep the Office Space or Equipment in good repair, nor for any damage done or occasioned by or from plumbing, electricity, gas, water, sprinkler, steam or other pipes or sewerage of the bursting, leaking or running of any pipes, tank or plumbing fixtures, in above, upon or about Property of Office Space nor for any damage occasioned by water, snow or ice being upon or coming through the roof, windows or otherwise.

Section 16. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach of failure to enforce any of the terms or condition of this Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 17. Effective Date. This agreement shall become effective upon execution by both parties hereto.

Section 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 19. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. Licensor at:

St. Charles Arts Council
2 E. Main St.
St. Charles, Illinois 60174
Attn: President

B. Licensee at:

City of St. Charles
2 E. Main St.
St. Charles, Illinois 60174
Attn: City Administrator

C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

Section 20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

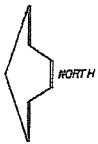
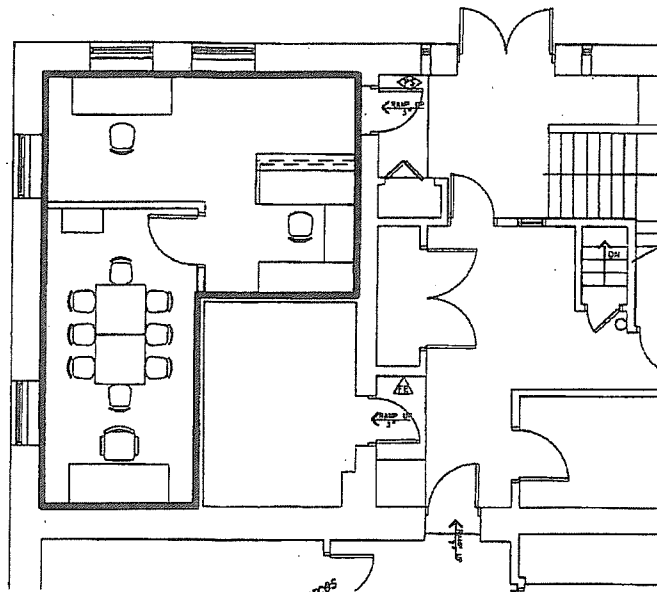
City Clerk

ST. CHARLES ARTS COUNCIL

By: _____

ATTEST:

NORTH RIVERSIDE AVENUE



Date: January 14, 2011
File: Economic-Development.dgn

EXHIBIT "B"

DESCRIPTION OF OFFICE EQUIPMENT

One (1) Full Desk Sets Include:

- "C" Shaped Countertop (including side panels) as shown on the plan.
- Two Overhead Shelves w/ locking doors, task light and pin board back. These sit on top of the counter.
- One (1) 2-drawer locking File Cabinet (under countertop)
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- One (1) Pencil Drawer (mounted under countertop)
- One (1) Chair

Two (2) Small Desk Set Includes:

- 6' x 3' Single Countertop (including side panels) as shown on the plan.
- One (1) 2-drawer locking File Cabinet (under countertop)
- One (1) 3-drawer locking File Cabinet (under countertop). This includes 1 lower file drawer and 2 upper office equipment drawers.
- One (1) Chair

Two (2) 3'X3' Tables (Conference Room)

Eight (8) Conference Table Chairs

One (1) Bookshelf

Two (2) Work-Station Computers with MS Office Software

Two (2) Monitors

Two (2) IP Telephones

City of St. Charles, Illinois
Resolution No. 2013- _____

A Resolution Approving a License Agreement by and between
The City of St. Charles and St. Charles Arts Council
(January 1 – December 31, 2014)

Presented & Passed by the
City Council on _____

WHEREAS, on _____, the City Council approved a license agreement (“the Agreement”) by and between the St. Charles Arts Council and the City of St. Charles; and

WHEREAS, the Agreement authorizes the St. Charles Arts Council to utilize office space, furnishings and equipment at City Hall; and

WHEREAS, Section 13. – Term. Of the Agreement allows for up to two (2) 1-year renewal periods; and

WHEREAS, On December 3, 2012 the City Council approved a Resolution Authorizing a second 1-Year Renewal Period (January 1, - December 31, 2013) of a License Agreement by and between the City of St. Charles and St. Charles Arts Council; and

WHEREAS, The St. Charles Arts Council has submitted a letter requesting that the 2014 renewal period be authorized; and

WHEREAS, the City Council desires to grant the request for renewal and authorize same.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the request for renewal of the Agreement for the period of January 1 – December 31, 2014 is hereby approved.

Presented to the City Council of the City of St. Charles, Illinois the _____ 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.

Mayor Raymond P. Rogina

Attest:

City Clerk


Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

 ST. CHARLES <small>SINCE 1834</small>		AGENDA ITEM EXECUTIVE SUMMARY						
		Title:	Recommendation to Approve Modifications to the St. Charles Engineering Design and Inspection Policy Manual					
		Presenter:	James J. Bernahl					
<i>Please check appropriate box:</i>								
	Government Operations		X	Government Services 11.25.13				
	Planning & Development			City Council				
	Public Hearing							
Estimated Cost:	\$0	Budgeted:	YES	X	NO			
If NO, please explain how item will be funded:								
Executive Summary:								
<p>Staff has previously made a presentation on the new St Charles Engineering Design and Inspection Policy Manual. This manual was developed among the engineers in Community Development, Public Works, and Public Works Operational Divisions. During that presentation, staff made the recommendation that the City Council adopt this manual to help consolidate the most current City Design and Inspection Guidelines. As part of the adoption of this manual and to assure that the City Council is aware of any changes made to this policy manual, Staff, on an as needed or annual basis will present any changes to the manual for City Council approval. Although many of these changes to the manual would be considered minimal in nature (e.g. New State Highway Manual, Revised MUTCD Manual, etc.) this approach will assure that the City Council is aware of any modifications.</p> <p>As you may recall, the reasoning for the development of this manual was to create an updated and consolidated location for all approved Engineering Design and Inspection Guidelines for current residents, potential developers, as well as staff for reference. By consolidating all of these requirements into one manual it is staff's hope that this will help reduce these types of frequent changes to the City Code and thus create a more consistent and efficient resource for the residents, potential developers, and staff.</p>								
Attachments: <i>(please list)</i>								
Copy of modifications Made to the Policy Manual in 2013 (will be available by website posting date of 11.22.13)								
Recommendation / Suggested Action <i>(briefly explain):</i>								
Recommendation to Approve Modifications to the St. Charles Engineering Design and Inspection Policy Manual								
<i>For office use only:</i>		<i>Agenda Item Number: 4.b</i>						

STANDARD ENGINEERING DETAILS

Revisions / Updates

November 14, 2013

ITEM	DESCRIPTION	CURRENT DATE	REVISIONS NOTES
A-1	CHIMNEY SEAL	3/31/2009	
A-2	SANITARY MANHOLE	7/27/2010	
A-3	COPPER WATER SERVICE CONNECTION	11/12/2013	Updated per Water Division, no lead components
A-4	SANITARY SEWER CONNECTION TO EXISTING MANHOLE	3/31/2009	
A-5	PVC PIPE TRENCH	3/26/2013	Note Number 4, storm under 15" dia. to be PVC pipe
A-6	RCP & DIP TRENCH	3/26/2013	Note Number 4, storm under 15" dia. to be PVC pipe
A-7	THRUST BLOCK INSTALLATION	3/2/2011	Note Number 1, degree of bend
A-8	SERVICE BOX IN PAVED AREA	3/31/2009	
B-1	VALVE VAULT	11/12/2013	Updated per Water Division, no steps in vault
B-2	PRESSURE CONNECTION	11/12/2013	Updated per Water Division, no steps in vault
B-3	TYPE A & B STORM MANHOLE	7/27/2010	
B-4	TYPE A & B STORM MANHOLE WITH RESTRICTOR	7/27/2010	
B-5	TYPE A & B CATCH BASIN	7/27/2010	
B-6	HYDRANT INSTALLATION	11/19/2009	
B-7	DROP MANHOLE	3/31/2009	
B-8	RESTRICTOR STRUCTURE	10/25/2011	Removed min 3" diameter restrictor, 18" min sump added
C-1	SUMP PUMP DISCHARGE CONNECTION	3/31/2009	
C-2	SANITARY & STORM SERVICE	12/8/2010	
C-3	STABILIZED CONSTRUCTION ENTRANCE	3/31/2009	
C-4	OVERFLOW (WEIR) STRUCTURE	3/31/2009	
C-5	STRAW BALE FILTER (VOID)	N/A	
C-6	EROSION CONTROL BLANKET (VOID)	N/A	
C-7	WATER MAIN RESTRAINT	3/31/2009	
C-8	MOUNTABLE CURB & GUTTER	9/30/2010	
D-1	BRICK PAVING IN ROADWAY	1/18/2012	Detail added as part of 2012 MFT project
D-2	MINIMUM PAVEMENT (VOID)	N/A	
D-3	PAVEMENT PATCH	12/8/2010	
D-4	MINIMUM PAVEMENT	2/3/2010	
D-5	B6.12 COMBINATION CURB & GUTTER	10/22/2010	
D-6	PIPE UNDERDRAIN	1/20/2011	Underdrains shown as diagonals across street
D-7	STANDARD COVER	11/19/2009	
D-8	BRICK PAVING	3/31/2009	

STANDARD ENGINEERING DETAILS

Revisions / Updates

November 14, 2013

ITEM	DESCRIPTION	CURRENT DATE	REVISIONS NOTES
E-1	TYPE A INLET	3/31/2009	
E-2	TYPE C CATCH BASIN	8/18/2010	
E-3	DRIVEWAY	11/1/2013	Updated per changes to City Code
E-4	WATER MAIN CROSSING	3/31/2009	
E-5	CONCRETE WALK JOINTS	3/31/2009	
E-6	FRAME AND LID ADJUSTMENT WITH CONCRETE COLLAR	12/8/2010	
E-7	PLANTING GUIDELINES	3/31/2009	
E-8	PIPE UNDERDRAIN (VOID)	N/A	
F-1	CONCENTRIC CUL-DE-SAC	4/2/2013	New detail per Engineering Design & Inspection Manual
F-2	ECCENTRIC CUL-DE-SAC	4/2/2013	New detail per Engineering Design & Inspection Manual
F-3	TEMPORARY TOPSOIL STOCKPILE	3/31/2009	
F-4	B6.18 CURB & GUTTER FOR R-3250 CURB INLET	3/31/2009	
F-5	BUTTERFLY VALVE VAULT	11/12/2013	Updated per Water Division, no steps in vault
F-6	LOT GRADING GUIDELINES	3/31/2009	
F-7	STANDARD PLANTING PARKWAY DETAIL	9/12/2012	New detail per Community Development
F-8	PIT-SET METER VAULT (VOID)	N/A	
G-1	B6.18 COMBINATION CURB & GUTTER	10/22/2010	
G-2	SIDEWALK AT CURB & GUTTER	3/31/2009	
G-3	PIPE COUPLING	3/31/2009	
G-4	CASING PIPE	11/12/2013	Updated per Water Division, end boots
G-5	B4.12 COMBINATION CURB & GUTTER	10/22/2010	
G-6	EROSION CONTROL	4/3/2013	Updated per Illinois Urban Manual web site
G-7	RESTRICTOR STRUCTURE (VOID)	N/A	
G-8	SILT FENCE (VOID)	N/A	

LEGEND

REVISED IN 2013

SECTION IV

WATER SYSTEM

- A. DESIGN RESTRICTIONS**
- B. DESIGN REQUIREMENTS**
- C. MATERIALS**

A: Design Restrictions:

- 1) Dead End Water Main: The construction of dead end water main will not be permitted. Where dead end mains cannot be avoided on a temporary basis, a fire hydrant shall be placed at the end.
- 2) Pipe Compound: Pipe compound will not be permitted in any water main construction, including service connections. A general note to this effect shall be included in the Final Engineering Plans.

B: Design Requirements:

- 1) Tunneling: Augering or directional drilling will be required at all roadway crossings unless otherwise permitted by the City of St Charles appropriate Engineering Division. Steel casing and “Cascade” spacers shall be utilized exclusively. Following completion of the auger, the casing shall be filled with pea gravel or sand, the ends shall be blocked and mortared shut, or have “Eend Bboots installed.
- 2) Cover Depth: All water main, hydrant leads, and services must have a minimum cover of five (5) feet, and a maximum cover of (10) feet. Variations from these standards will require approval of appropriate Engineering Division.
- 3) Fire Flows: Fire flows shall be calculated at a twenty (20) psi residual pressure and shall be available for a minimum four (4) hour continuous duration for flows above 2,000 gpm, and a two (2) hour continuous duration for flows below 2,000 gpm. Appropriate water pressure and flow must be provided in accordance with the St. Charles Municipal Code, Ord. 15.28.060:
 - Single family Detached Residential: 1,000 - 1,500 gpm
 - Town / Row or Cluster Housing: 1,500 - 2,000 gpm
 - Apartment Type Construction: 3,000 - 4,000 gpm
 - Industrial & Storage: 3,000 - 5,000 gpm
 - Research & Development Laboratories: 3,000 - 4,000 gpm
 - Business & Commercial Areas: 3,000 - 4,500 gpm
 - Mercantile Centers: 3,000 - 6,000 gpm
 - Assembly & Education: 3,000 - 5,000 gpm
 - Health Care & Institutional: 3,000 - 4,000 gpm
- 4) Hydrant Leads: All hydrant leads must be constructed of DIWM CL 52 with a minimum diameter of 6”. Where hydrant leads are longer than 100’, 8” diameter DIWM will be required.
- 5) Hydrant Spacing: Hydrants must be placed at a minimum of 400-foot intervals, and may not be less than five (5) feet from the back of curb. No buildable area shall be farther than 300’ from a fire

hydrant, and a minimum of one hydrant shall be located at each intersection. For larger projects, hydrants shall be proposed at high points for air release. All hydrant locations shall be coordinated with the City of St. Charles Fire Department and appropriate Engineering Division.

- 6) Horizontal and Vertical Separation: - Watermains and Sewer horizontal and vertical separations shall conform to the latest version of the “Standard Specifications for Water & Sewer Construction in Illinois. Reference to these standard and specification should be made when it is impossible to meet separation requirements for casing pipe requirements (refer to standard casing pipe detail).
- 7) Abandoning and Replacing Existing Services: All existing services shall be abandoned at the corporation stop (close corporation stop, cut services, and install copper disk). Existing services should be replaced from the new main to the B-Box if service is lead. If service is copper, it should be cut and tapped into the new main. Approved trench backfill material is to be placed where any trench lies within (3) feet of the edge of pavement, curb, or sidewalk. It is assumed all lines are lead and must be replaced to B-Box.
- 8) Interruption of Water Usage: Water services may only be interrupted when the transfer of services to the new main takes place. Services shall be transferred subsequent to testing and chlorination of the proposed main. The contractor shall contact the St. Charles Water Division at 1-630-377-4405 prior to transfer of service. Residents and Businesses must be informed a minimum of 24 hours in advance of any interruption by the City of St. Charles Water Division staff.
- 9) Services, Domestic: Domestic water services shall be provided provided? to each lot. The minimum size for domestic services is (1) inch. Once installed all services extending to the City right-of-way limits shall be located utilizing a 2” x 4” wooden stake painted blue.
- 10) Services, Fire Protection: Where fire protection services are required, separate domestic and fire protection services shall be provided. Each service must have an independent tie into the public water main.
- 11) Thrust Blocking: Preformed concrete block thrust blocking shall be provided at all bends greater than 10 degrees, at all mechanical joint connections, and at all fire hydrants (refer to city thrust blocking detail).
- 12) Trench Backfill: All utility and service trenches within (3) feet of paved surfaces, or at a distance specified by the Engineer, shall be backfilled with CA-7 (Virgin Crushed Limestone). FA-6 (clean beach sand) material shall be used in all other unpaved locations. All Backfill material shall be properly compacted unless otherwise directed by the appropriate Engineering Division. Backfill under existing pavements, where an open cut of the pavement has been approved, shall be Flowable Fill that meets the IDOT standards of Controlled Low Strength Material (CLSM) Mixture #1. No fly ash will be permitted in this mix (refer to City pipe trench detail).
- 13) Valve Spacing: Right-hand closing resilient wedge gate valves at intervals not over 600 feet intervals.

- 14) Valve Vaults: Valve vaults are to be precast reinforced concrete, eccentric type (refer to standard detail and materials section for sizing specifications). A maximum of (8-inches) of adjusting rings shall be used.
- 15) Frame and Covers: All valve vault structures shall have a Neenah Foundry Company R-1713 frame and type “B” Lid with concealed pick hole. Lids shall be furnished with “City of St. Charles - Water” cast into the top surface (refer to City standard detail).
- 16) Water Main, Minimum Size: The minimum size for any public water main shall be 8” (with the exception of hydrant laterals that may be 6”, (see design requirement #3 above for fire flow considerations).
- 17) Separation: A ten-foot horizontal separation shall be maintained between water mains and appurtenances, and all other utilities, public or private.
- 18) Appurtenance Separation: Water appurtenances shall be a minimum of (20) feet from permanent structures; this applies to any structure that may require a building permit (i.e. retaining walls, pools, shed, garages, etc.)
- 19) Dead Ends: Dead end water mains longer than 300’ should not be permitted. The water system must be extended, as a minimum, to the limits of the development and looped wherever possible. Note on all plans which mains are to be public and private.
- 20) Adjustment of Structures: All adjustments to valve vaults shall be made with precast concrete adjusting rings not to exceed a maximum of eight (8) inches overall in height. Watertight valve vaults shall be provided for each valve. Barrel sections shall be seated using (2) butyl rubber strips per tongue and groove section. Valve vaults are to be precast reinforced concrete, concentric type (refer to standard detail and materials section for sizing specifications). After final adjustments have been made, all joints in precast structures shall be mortared. The mortar shall be composed of one part cement to three parts sand, by volume, based on dry metals and shall be thoroughly wetted before laying. Vaults may only be extended to a maximum of 23” from the surface to the inside flare of the manhole cone section.
- 21) Connecting to Existing Water Mains: Connection to the end of an existing a water main shall be with a valve only. No new water main should be connected to the existing water main unless the new water main can be pressure tested separately. Connection to an existing water main shall be done by pressure connection only unless authorized by the appropriate Engineering Division. Pressure connection and valve shall be located within the valve vault. No pressure connection shall be within 3 feet of an existing water main joint. If pressure connection cannot be done, use a cut in sleeve and tee connection. All fittings will be swabbed out with a chlorine solution of at least 50 mg/L. A City Representative must test this solution.
- 22) Service Taps: Service taps to water mains are not permitted until after bacteriological sampling and analysis has been completed to the satisfaction of the appropriate Engineering Division. No water service connection shall be made by any person or firm other than a State

of Illinois licensed contractor, with a State of Illinois licensed plumber on the job, bonded with the City.

- 23) Landscaping: Landscape plantings shall not interfere with operation and maintenance of water appurtenances. Trees shall be placed no closer than (10) feet from any structure(s).
- 24) Fire Hydrants: Fire hydrants shall be installed with a maximum of one extension kit used, and a maximum extension of 36". Fire hydrant extension kits must be of the same manufacture as the hydrant, and must be installed according to the manufacturers specifications using original manufacturers parts.
- 25) Joint Restraint: All mechanical joint fittings shall have restraining glands installed. Restraint device shall be Uni-flange by Ford Company or Mega-lug by EBAA Iron. Push joint pipe restraint shall be Field Lock Gaskets by US Pipe or Series 1700 Mega-lug or Series 1390 Pipe Restraint by Ford. Lengths of pipe restraint shall be determined from manufacturers installation specifications (refer to watermain restraint detail).

C: Materials:

1) Corporation Stops:

a. Compression fittings.

- i. Mueller B-25008-N ($\frac{3}{4}$ "-1"-1 ½"-2")
- ii. Ford
 1. FB1000-4-Q-NL 1"
 2. FB1000-6-Q-NL 1 ½"
 3. FB 1000-7-Q-NL 2"
- iii. A. Y. McDonald 74701-BQ (1", 1 ½", 2")
- iv. Q Series Brass

2) Curb Stops:

a. Compression fittings.

- i. Mueller B-25155-N ($\frac{3}{4}$ "-1"-1 ½"-2")
- ii. Ford
 1. B-44-444-Q-NL 1"
 2. B44-666-Q-NL 1 ½"
 3. B-44-777-Q-NL 2"
- iii. A. Y. McDonald 76104-Q (1", 1 ½", 2")
- iv. Q Series Brass

3) Curb Box: (Minneapolis pattern, lid marked "WATER")

4) Buffalo Type:

- a. For 1" thru 2", Mueller H-10300 Copper service
- b. A. Y. McDonald, 5615 1 ¼"

5) Fire Hydrant:

a. Approved Models: (Refer to standard Fire Hydrant Detail)

- i. Mueller Super Centurion 200
- ii. Waterous Pacer Model WB-67-250
- iii. Clow Medallion
- iv. All hydrants shall have:
 - 1. 6” mechanical joint connection
 - 2. 5 ¼” valve opening
 - 3. 5” cover over hydrant lateral
 - 4. 6” valve on lateral
 - 5. “Hydrafinder” standard hydrant locator, installed
 - 6. Valve box shall have a valve box stabilizer installed *
*(Valve box adaptor #2 type A, as made by Adaptor, Inc. or approved equal)

6) Fire Hydrant Paint: Safety Red, Sherwin Williams ‘Shercryl’ 6403-31922, B66R300

7) Bolts Placed Underground: All below grade factory installed bolts and fasteners shall be 304-grade stainless steel.

8) Valves: 4” through 16” diameter” Right-hand closing Resilient Wedge gate valves, conforming to AWWA Standard C-509 as manufactured by the Clow Corporation, Waterous Company or approved equal. All below grade factory installed bolts and fasteners shall be 304-grade stainless steel.

9) Valve Vaults: Watertight valve vaults shall be provided for each valve. Barrel sections shall be sealed using a butyl rubber or rubber strip (Refer to City standard valve vault detail).

- a. 3” through 6” valves..... Min. 4’ inside diameter vault minimum
- b. 8” and larger valves..... Min. 5’ inside diameter vault minimum
- c. Pressure Taps..... Min. 5’ inside diameter vault minimum
- d. Valve Vault Lid..... Neenah R-1712, Type B or approved equal
- e. The word “WATER” shall be cast into the surface of the lid.
- f. Vaults are not required for hydrant auxiliary valves except when a pressure tap for a hydrant lateral is in a roadway.
- ~~g. Water main with a bury depth greater than 6.0’ shall have steps installed in valve vaults.~~

10) Watermain Pipes:

- a. Ductile Iron Class 52, conforming to AWWA Standard C-151.
 - i. Cement Lining, conforming to AWWA Standard C-104.
 - ii. Mechanical or push-on joints shall conform to AWWA Standard C-111.
 - iii. At minimum, Type 3 laying conditions shall be provided, conforming to AWWA Standard C-600 (Attached).

- b. All watermains shall be encased in a High Density polyethylene encasement with its material specifications and installation method in accordance with ANSI.AWWA C105/A21.5, ASTM A674, using “Method A” installation.
- c. All side yard and rear yard water mains not directly adjacent to public roadways or paved surfaces shall be Ductile Iron Pipe, Class 55 with a type 5 laying condition.
- d. Brass Wedges shall be installed to provide electrical conductivity.

11) Joint Restraint: All mechanical joint fittings shall have restraining glands installed. Restraint device shall be Uni-flange by Ford Company or Mega-lug by EBAA Iron. Push joint pipe restraint shall be Field Lock Gaskets by US Pipe or Series 1700 Mega-lug or Series 1390 Pipe Restraint by Ford. Lengths of pipe restraint shall be determined from manufacturers installation specifications (refer to watermain restraint detail).

12) Copper Service Lines:

- a. One-inch diameter minimum
- b. Type K copper tubing
- c. Compression fittings only

1-inch service connections only may be connected utilize the direct tap methods to 6-inch mains and larger only. If there is insufficient diameter water main to install a direct tap, then a saddle tap shall be allowed. Service taps of 1 ¼”, 1 ½,” & 2” require the use of a tapping saddle. Saddles shall be full circle, 304-grade stainless steel, with nylon washers and Nitrile gasket, as manufactured by Smith-Blair; model #372, or approved equal.

13) Tapping Sleeves:

- a. 4” through 8” diameter:
 - i. Romac SST-945 stainless steel or approved equal or Smith – Blair 665 stainless steel or approved equal, or Mueller H-615 cast iron or approved equal.
- b. 10” and larger diameter:
 - i. Mueller H-615 cast iron or approved equal.
 - ii. Flange fasteners shall be 304-grade stainless steel.

14) Casing pipe: Carrier pipe shall be centered within a casing by use of model CCS stainless steel ~~e~~Casing ~~s~~Spacers as manufactured by Cascade Waterworks Mfg. Of Yorkville, Illinois or prior approved equal. Fill casing pipe void with sand and ~~brick at ends or~~ install eEnd ~~b~~Boots as manufactured by Cascade Waterworks Mfg. Of Yorkville, Illinois.

15) Ductile Service Lines:

- a. Fire:
 - i. The first O. S. & Y. valve on the inside of the building must be in place for pressure testing, chlorination and sampling.
 - ii. Testing against flanges will not be allowed.
- b. Domestic:
 - i. The first permanent valve on the inside of the building must be in place for pressure testing, chlorination and sampling.

ii. Testing against flanges will not be allowed.



AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of City of St. Charles Green Initiatives

Presenter: Tom Bruhl and John Lamb

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 11.25.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$NA	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----------------	------	-----------	-----	--------------------------	----	--------------------------

If NO, please explain how item will be funded:

Executive Summary:

The City of St. Charles is pursuing a number of green initiatives, including:

- Electric Vehicle Charging Station
- Ice Bear on the Air Conditioning System at the Lab
- LED streetlights
- LED façade lights at City Hall
- IMEA Efficiency Grants
- Nicor Rebate Program
- Electronics Recycling

A brief presentation regarding the status and documented success of the efforts.

Attachments: *(please list)*


None

Recommendation / Suggested Action *(briefly explain):*

For Information Only

For office use only:

Agenda Item Number: 4.c

 ST. CHARLES <small>SINCE 1834</small>	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:		Recommendation to Approve Electric Distribution Maintenance Budget Addition			
	Presenter:		Tom Bruhl			
<i>Please check appropriate box:</i>						
Government Operations			X	Government Services 11.25.13		
Planning & Development				City Council		
Estimated Cost:	\$ 40,000	Budgeted:	YES		NO	X
If NO, please explain how item will be funded:						
Budget Addition, partially offset with revenue						
Executive Summary:						
<p>In the first half of FY 14, three events have caused depletion of the Electric Distribution Maintenance account, namely Accounting Unit 200521, Account 54490. Our budgeting philosophy is to forecast average maintenance expenses and process a budget addition in the event that we experience abnormal circumstances. Two of the events are offset by revenue.</p> <p>First, Martam caused damage to our system during the construction on East Main. The total material cost for the damage was \$8,221.33, which has been billed to Martam and we are awaiting payment from their insurance company.</p> <p>Second, the City helped facilitate the relocation of cable owned by Pheasant Run, which was in conflict with road construction on Kautz Road, by selling material to their contractor. Through this cooperation, the work was able to be completed in the shortest timeframe and our customer got high quality material. The total cost of the material was \$21,597.48. The City has billed Thorne Electric, contractor for IDOT and Pheasant Run, and we expect payment shortly.</p> <p>Finally, the large culvert placed in Tyler Road could not be installed without relocating the electric duct bank that runs under Tyler Road. Preliminary engineering suggested that the duct might be clear of the culvert, but this could not be verified without cutting the road open. The job is not 100% completed, but the estimated total material is \$10,200.</p> <p>The total for all three projects is approximately \$40,000.</p>						
Attachments: <i>(please list)</i>						
Budget Addition Form						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Recommendation to approve Budget Addition in the amount of \$40,000 to the Electric Distribution Maintenance Budget.						
<i>For office use only:</i>		<i>Agenda Item Number: 4.d</i>				



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Authorize the Mayor and City Clerk to Execute an Agreement with Verizon for Placement of Mini-Cell Sites on City Owned Poles

Presenter: Tom Bruhl

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 11.25.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$NA	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
-----------------	------	-----------	-----------------------------------------	-----------------------------

If NO, please explain how item will be funded:

Executive Summary:

Verizon contacted the City with a proposal to install Verizon Mini-Cell Sites on City owned infrastructure. The agreement offers the City \$250 per month rent, per pole. The City has no cost or additional liability, and has the right to refuse any proposed location. The cellular antennas have become common on electric utility poles and Naperville has a standard for such installations. The master agreement has been reviewed and approved by our City Attorney.

Attachments: (please list)

Master Agreement

Recommendation / Suggested Action (briefly explain):

Recommendation to authorize Mayor and City Clerk to execute agreement with Verizon for placement of Mini-Cell Sites on City owned poles.

For office use only:

Agenda Item Number: 4.e

SITE NAME: St Charles Small Cell
SITE NUMBER:
ATTY/DATE

MASTER LICENSE AGREEMENT

This Master License Agreement (the "Agreement") made this _____ day of _____, 20___, between the City of St. Charles, Illinois, with its principal offices located at 2 East Main Street, St Charles, Illinois 60174, hereinafter designated LICENSOR and Chicago SMSA Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, grantee or licensee of certain light poles, electrical distribution poles, facilities, rights of way and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate communications equipment in and/or upon certain of LICENSOR's light poles, electrical distribution poles, facilities, rights of way and/or real property; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate communications equipment as hereinafter set forth; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSOR and LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE and LICENSOR's affiliated entities as further described herein, as appropriate based upon the ownership or other interest in of the subject premises, in the case of LICENSOR, and the entity holding the FCC license in the subject geographic location, in the case of LICENSEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's light poles, facilities, rights of way and/or real property as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation and maintenance of LICENSEE's communications facility. The LICENSOR's light poles, and other poles

and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LICENSOR. LICENSOR shall have the right to deny any application for installation in LICENSOR'S reasonable discretion. LICENSEE shall submit application to LICENSOR for each installation that includes detailed drawings, including any required extensions of electric, telephone, cable, or fiber to the premises, and specifications for the equipment. LICENSOR shall make best efforts to review the request in a timely fashion and approve or deny the request within 30 days of submittal. Only requests that get written approval shall be authorized to proceed. Failure to receive approval in 30 days does not equate to approval.

2. CONDITION OF PREMISES. Except as set forth herein, LICENSEE takes the licensed site as it finds it and LICENSOR shall have no responsibility for its condition or any damage suffered by LICENSEE or any other person due to such condition. LICENSEE grants LICENSOR permission during emergency situations to remove LICENSEE equipment for the purpose of public safety, provided that LICENSOR shall notify LICENSEE at (800) 264-6620 as soon as practicable. In the event of the LICENSOR replacing a pole during an emergency or for maintenance purposes, LICENSEE agrees to transfer their facilities to the new pole within 90 days of written notice. LICENSOR is given the right to disconnect and remove the LICENSEE facilities after the 90 day timeframe for transfer has expired. LICENSOR is held harmless for any damage to the equipment when removed due to failure of the LICENSEE to transfer or if the LICENSEE equipment is involved in an emergency. Where the LICENSOR equipment is involved in an emergency, the equipment will be left in the ROW if such does not risk public safety at LICENSOR agrees to notify LICENSEE via the telephone number listed above. LICENSOR reserves the right to remove the LICENSEE equipment during emergencies and place the equipment outside at the LICENSOR facility. LICENSEE is responsible for pursuing damage claims for emergency situations related to negligence, for example, a car accident that knocks down a pole. For safety and operational flexibility, the LICENSEE is allowed to mount the antenna and associated cable and conduits to the pole. Any cabinets, compartments, or other equipment will need to be ground mounted adjacent to the pole.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty-five (25) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the payee designated by LICENSOR in the Supplement or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement.

Notwithstanding the foregoing, for the use of any Poles pursuant to this Agreement, LICENSEE shall pay to LICENSOR a monthly fee in the amount of \$250.00 per each Pole to which LICENSEE attaches its equipment. The parties agree to document this monthly fee in each Supplement.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LICENSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits under each Supplement; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) other documentation requested by LICENSEE and within fifteen (15) days of obtaining an interest in any Property, Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE such Rental Documentation. All documentation shall be acceptable to LICENSEE in LICENSEE's reasonable discretion. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein or in any Supplement, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

Within thirty (30) days of a written request from LICENSEE, LICENSOR or any assignee(s) or transferee(s) of LICENSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE to such party and notwithstanding anything to the contrary herein or in any Supplement, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

4. ELECTRICAL. LICENSOR agrees to cooperate with LICENSEE to provide electrical service and telephone service access to the Premises. The electric service shall be metered and energy consumption paid by the LICENSEE monthly, following the City Code for Electric Service, through the standard Utility Billing services and processes of the LICENSOR.

LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. Each Supplement shall automatically be extended for four (4) additional five (5) year terms unless either party terminates it at the end of the then current term by giving the other party written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement.

7. INDEMNIFICATION. Subject to Paragraph 8 below, to the extent permitted by law each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and relicensures shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. During the term, LICENSEE will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance shall afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. LICENSEE'S CGL insurance shall contain a provision including

LICENSOR as an additional insured to the extent of the indemnity provided by the LICENSEE under this agreement.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. TERMINATION. Notwithstanding anything to the contrary contained herein, either party shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that twelve (12) months prior notice is given to other party. Additionally, either party may terminate this Agreement or any individual site license agreement by giving thirty (30) days' prior written notice to the other party, if the other party remains in default under Section 19 of this Agreement after the applicable cure periods. Upon termination, the City Improvement shall be returned to its original condition, at the LICENSEE'S sole expense.

11. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate a Supplement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

13. Section purposefully deleted.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property or the Pole thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Pole and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement. In the event that LICENSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement whereby the third party agrees in writing to assume all obligations of LICENSOR under the Supplement, then LICENSOR shall not be released from its obligations to LICENSEE under the Supplement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of the Supplement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of each Supplement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Pole and Property and has full authority to enter into and execute the Supplement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

16. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of St. Charles
2 E. Main Street
St. Charles, IL, 60174
Attn: City Administrator

LICENSEE: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LICENSOR agrees to execute a Memorandum of each Supplement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business at the Premises; provided, however, that if the nature of LICENSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LICENSEE undertakes any such performance on LICENSOR's behalf and LICENSOR does not pay LICENSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LICENSEE may offset the full undisputed amount due against all fees due and owing to LICENSOR under the applicable Supplement until the full undisputed amount is fully reimbursed to LICENSEE.

21. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Pole or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Pole or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

c. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair

following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

24. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

City of St. Charles, Illinois

By: _____

Its: _____

Date: _____

WITNESS

LICENSEE:

**Chicago SMSA Limited Partnership d/b/a
Verizon Wireless**

By: Cellco Partnership, its general partner

By: _____

Lynn Ramsey

Its: Area Vice President Network

Date: _____

WITNESS

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this ____ day of _____, _____, between **the City of St. Charles, Illinois**, whose principal place of business is 2 East Main Street, St Charles, Illinois 60174 ("LICENSOR"), and **Chicago SMSA Limited Partnership**, an Illinois limited partnership, d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between **the City of St. Charles, Illinois** and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, dated _____, 201__, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by Licensor is located at _____ . The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. **Consideration.** Rent under this Supplement shall be _____ per year, payable to _____ at _____. In consideration for electrical service, _____ shall be added to the annual rent due under this Supplement as additional rent.

5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

City of St. Charles, Illinois

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

WITNESS

LICENSEE

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

WITNESS

By: _____

Name: Lynn Ramsey

Title: Area Vice President Network

Date: _____

WITNESS

EXHIBIT 1

Premises



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Emerald Ash Borer Program Update

Presenter: Chris Adesso

Please check appropriate box:

	Government Operations	X	Government Services 11.25.13
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES		NO	
-----------------	-----	-----------	-----	--	----	--

If NO, please explain how item will be funded:

No Funds Requested

Executive Summary:

Staff would like to facilitate a discussion about the current status of the Emerald Ash Borer (EAB) Program. We would like to present a brief overview and status of the program to remove the diseased Ash trees and a “snap shot” of where the publicly owned Ash tree population is today.

Also, a preliminary analysis of the current bond funds supporting this program has been completed and the findings are indicating that after the last of the removal and replacements are completed next fall, we will have achieved very near a zero balance in the bond.

Looking forward to spring 2014 and the associated tree planting season. The Public Services Division would like to introduce the concept of a “Diversified Urban Forest” and share some concepts on why a diverse urban forest is a key strategy in protecting our urban forest from a similar disaster to EAB.

Attachments: *(please list)*

The Role of Diversity in Reforestation by Graf Natural Resources Management and GIS.

Recommendation / Suggested Action *(briefly explain):*

For information only, staff requests the Committee to provide feedback, guidance or recommendations.

For office use only:

Agenda Item Number: 4.f



Graf Tree Care, Inc. 1652 East Main Street, St. Charles, IL 60174 630-762-2400 Fax 630/578-1304 www.graftreecare.com

The Role of Diversity in Reforestation

It may be said that a municipal forester's legacy is best measured by the trees planted – that is, the forest that he or she leaves to the future. Only when those trees mature we can evaluate the person's work. As in any planning process, planting goals should be based on current conditions and the ability to implement change and move toward a desired end. Today's current conditions reflect a heavy loss in canopy, mostly due to the Emerald Ash Borer (EAB). In 2006 when the EAB was discovered in Illinois, the Illinois Department of Agriculture estimated that Ash trees made up approximately 20% of our deciduous shade cover. Some urban communities have reported Ash inventories over 30% of their overall population. With a more diverse planting plan, this natural disaster could have had far less of an impact on our urban forest. During our planning process, the concept of diversity is one defense mechanism that we can have in place to help ensure that a future pest and pathogen cannot cause a problem of this magnitude again.

The diversity of tree species in the urban forest is quickly becoming a topic of interest. Having had to combat the EAB, Dutch Elm Disease, Gypsy Moth, and the like over the years, it has been realized that we cannot rely on only a few species of trees with which to fill our parkways. In addition to the pest and pathogen battles, we are now facing the realities of species like Silver and Norway Maples, which are hardy and fast-growing, but structurally unsound as they mature. An abundance of these trees on parkways has led to property damage, messy sidewalks, and expensive removals. It has also become apparent that a more diverse tree population is needed, and that some favorite species of yesteryear should be deemphasized in favor of species which are native to the Midwest, and thus more likely to flourish and be vigorous in our soils, temperatures, and moisture regimes.

The following strategies may be followed in the planning of future tree plantings on the parkways and public spaces in Illinois for the sake of reaching goals regarding diversity and aesthetics:

- No single genus should account for any more than 10% of a community's existing tree population. This ensures that in the event of the introduction of a new pest or pathogen, that there will be minimal impact on the tree population as a whole. In addition, it is recommended that new plantings should not exceed 5% of the total population per species. Selective removal of unhealthy existing trees can be utilized to get closer to this number.

- The average species rating across the whole tree population should be no less than 60, according to the Illinois Arborist Association species ratings (see illinoisarborist.org for further information).
- The average coefficient of conservatism (C value) of all trees on public lands shall be no less than 5. These C values should be taken from Swink and Wilhelm *Plants of the Chicago Region*.
- Trees with a tendency towards having weak structural wood such as Cottonwoods, Silver Maples, Poplars, and Willows should not be planted on parkways to reduce the potential for damage to property or health.
- Trees with a tendency towards producing messy, foul smelling, or insect attracting fruits such as unimproved Locusts, Mulberry, female Ginkgo, or common Apple should not be planted on parkways due to sanitary concerns.
- Invasive tree species such as Buckthorn, Tree of Heaven, or unapproved European tree species should not be planted on parkways for ecological reasons.



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve Change Order No. 5 for Biosolids Building Construction Project

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 11.25.13
	Planning & Development		City Council

Estimated Cost:	\$36,245.99	Budgeted:	YES	X	NO	
-----------------	-------------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

Staff is requesting approval of Biosolids Building Project Change Order #5 in the amount of \$36,245.99. Change order is for the following additional work:

1. Revise piping to provide a mixing system for the thickened activated sludge tank	\$10,479.99
2. Replace gas service to chlorine building, backup generator and RAS pump station.	\$25,266.00
3. Install stainless steel cover for connection between centrifuge and conveyor.	\$ 500.00
Total	\$36,245.99

Change order amount will be taken out of project contingency funds and be included in low interest loan that is funding the project.

Attachments: *(please list)*

Change Order Forms

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Change Order No. 5 for Biosolids Construction Project and a Resolution Authorizing the Mayor and Clerk to execute the same.

For office use only

Agenda Item Number: 4.g

CHANGE ORDER NO. 5

Date: October 28, 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 60174

Contractor: Whittaker Construction & Excavating, Inc.
15657 S. 70th Court
Orland Park, Illinois 60462

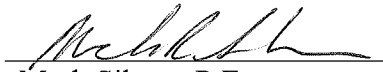
The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Requests (CMR's) #45, #48 and #49.

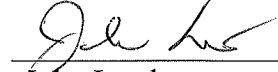
Justification: See attached Contract Modification Requests (CMR's).

Original Contract Price	\$8,897,150.00
Amount of Previous Change Order(s)	\$44,946.00
Current Contract Price adjusted by Previous Change Order(s)	\$8,942,096.00
Change in Contract Price Due to this Change Order	\$36,245.99
Contract Price Including this Change Order	\$8,978,341.99

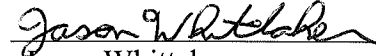
Original Contract Time	550	Calendar Days
Previous Changes to Contract Time	17	Calendar Days
Current Contract Time adjusted by Previous Change Order(s)	567	Calendar Days
Change to Contract Time Due to this Change Order	4	Calendar Days
Contract Time Including this Change Order	571	Calendar Days

Approvals:

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

Recommended by: 
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.

**City of St. Charles - 2012 Main & Sludge Handling Building Improvements
Summary of Change Order #5**

CMR No.	Description	Amount	Days
45	Add Mixing System for TWAS Tank	\$ 10,479.99	2
48	Gas Service Replacement to Chlorine Building, Generator and RAS Pump Station	\$ 25,266.00	2
49	Furnish and Install Cover in Top of SC-1101 for Future Connection to CT-1103	\$ 500.00	0
TOTAL FOR CHANGE ORDER #5		\$ 36,245.99	4

Original Contract Price	\$ 8,897,150.00
Previous Change Orders	\$ 44,946.00
Current Contract Price adjusted by Previous Change Orders	\$ 8,942,096.00
Contract Price due to this Change Order will be adjusted by	\$ 36,245.99
Contract Price including this Change Order	\$ 8,978,341.99

	Substantial Completion	Final Completion
Original Completion Dates	February 7, 2014	May 8, 2014
Previous Contract Time Adjustment	17	17
Current Completion Dates adjusted by Previous Change Orders	February 24, 2014	May 25, 2014
Contract Time due to this Change Order to be Adjusted by	4	4
Completion Dates including this Change Order	February 28, 2014	May 29, 2014

City of St. Charles Public Works Environmental Services Office

CHANGE ORDER

PROJECT:	Biosolids Building Construction Project	NO.	<u>5</u>
		DATE:	<u>11/8/2013</u>
CONTRACTOR:	Whittaker Construction & Excavating	BY:	John Lamb
CONTRACT FOR:	Demolition and construction of biosolids building and equipment.		

You are directed to make the following changes:

DESCRIPTION:	1. Revise piping and add mixing system for thickened sludge tank.	\$	10,479.99
	2. Replace gas line to chlorine and pump station and generator.	\$	25,266.00
	3. Install cover between centrifuge and conveyor.	\$	500.00
			\$ 36,245.99

PURPOSE OF CHANGE:

1. Mixing system will provide more homogeneous sludge and prevent settling.
2. Existing gas line was old and leaking, would not pass pressure test.
3. Cover will provide staff safety and equipment from debris.

ATTACHMENTS: Engineer Change Order

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract price:	\$ 8,897,150.00	Original Contract deadline:
Previous Change Orders:	\$ 44,946.00	Previous Change Orders:
Contract Price prior to this Change Order:	\$ 8,942,096.00	Contract deadline prior to this Change Order:
Net Increase (Decrease) of this Change Order	\$ 36,245.99	Net Increase (Decrease) of this Change Order
Contract price with all approved Change Order:	\$ 8,978,341.99	Contract deadline with all approved Change Order:

RECOMMENDED:

APPROVED:

John Lamb 11/8/2013
Environmental Service Manager Date

Date

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.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive the Formal Bid Procedure, Approval of a Budget Addition in the amount of \$250,000 and award of Contractual Services to Layne Western to perform Well #8 Emergency Repairs
Presenter:	John Lamb

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 11.25.13
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$250,000.00	Budgeted:	YES	<input type="checkbox"/>	NO	X
-----------------	--------------	-----------	-----	--------------------------	----	---

If NO, please explain how item will be funded:

Budget addition of \$250,000.00 from water fund reserves to account 210541 56209.

Executive Summary:

On Saturday November 10, Well #8 experienced a power failure event, went out of service and would not start up again. Staff, along with two different electrical contractors spent time troubleshooting the situation and believe the pump motor is shorted out. In addition, a variable frequency drive (VFD) on one of the booster pumps located at the station was also shorted out and not functional.

The pump motor is located at a depth of approximately 800 feet. The pump motor, cable and piping all have to be pulled from the well for evaluation and repair. The purchase of a new motor, new variable frequency drive and associated parts and equipment are included in the requested amount.

Staff requests waiving the formal bid procedure due to the work being an emergency repair. Layne Western has performed all prior work on this well and others in the City; therefore, they are familiar with the well site, equipment and system.

Attachments: *(please list)*

Bid Waiver form

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Waive the Formal Bid Process, Approval of a Budget Addition in the amount of \$250,000, and award of Contractual Services to Layne Western to perform Well #8 emergency repairs.

For office use only: *Agenda Item Number: 4.h*

REQUEST FOR WAIVING BID PROCEDURE

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

Layne Western Company
721 W. Illinois Avenue
Aurora, IL 60506

For the purchase of: Service for emergency repairs and preventative maintenance of Well #8. At a cost not to exceed: \$250,000.00

Reason for the request to waive the bid procedure: Layne Western has performed all prior work on this well and others in the City. Contractor familiar with well site, equipment and system.

Other Quotations Received: None

Date: 11/25/2013

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.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Discussion regarding Parking Lot “F” Lease Agreement
(southwest corner of IL Rt. 64 and IL Rt. 31)

Presenter: Peter Suhr

Please check appropriate box:

	Government Operations	X	Government Services 11.25.13
	Planning & Development		City Council

Estimated Cost:	\$9,000 - \$12,000	Budgeted:	YES	X	NO	
-----------------	--------------------	-----------	-----	---	----	--

If NO, please explain how item will be funded:

Executive Summary:

A portion of the parking lot located at 209 West Main Street (SW corner of Rt. 64 & Rt. 31) is being sold from the current owner and purchased by Mr. Timothy Allen. The City of St. Charles has a longstanding understanding with the current owner authorizing the City to use eleven (11) parking stalls for public parking on a no-fee basis 24 hours per day. These spaces are adjacent several other parking stalls currently owned by the City (please see attached map). The City currently pays the owner \$750/ month and has agreed to maintain the parking stalls in good working order including sweeping, snow removal, patching and striping.

Over the past few months, Staff has prepared and presented a new Lease Agreement with Mr. Timothy Allen to be considered by the Committee. Terms of the agreement have included an increase in payment from \$750/ month to \$1,000/ month, a term of five (5) years and a condition of Mr. Allen successfully purchasing the property. At October’s Committee Meeting, staff was directed to continue negotiations with Mr. Allen and to include “credit” back on the lease as part of the right of first refusal clause in the contract.

Since then, staff modified the Lease Agreement, based on Committee’s suggestion, to include full “credit” of all lease dollars spent on the property if the City were to ever purchase the property from Mr. Allen. The “Right of First Refusal” language in Chapter 16 of the Lease Agreement was modified and presented to Mr. Allen for consideration.

Mr. Allen prepared a counter offer to our proposed Agreement including the following differences:

1. Mr. Allen finds the proposed credits “unreasonable” and has removed all language in regard from his agreement.
2. Mr. Allen has proposed \$1,000/ month payment in lieu of current \$750/ month.
3. Mr. Allen will extend the “right of first refusal” clause for the first term of the agreement only (5 years).
4. Mr. Allen has proposed a 30 day period to consider and except purchase in lieu of a 60 day period.

Attachments: *(please list)*

209 West Main Street Parking Lot Lease Agreement (Original for Mr. Allen’s Consideration)
 209 West Main Street Parking Lot Lease Agreement (Counter-Offer from Mr. Allen)
 Map of Parcel Ownership in Block 44

Recommendation / Suggested Action *(briefly explain):*

For Information Only. Questions, discussion and feedback from Council. Action needed only if Committee wants to approve proposed Lease Agreement from Mr. Timothy Allen.

<i>For office use only:</i>	<i>Agenda Item Number: 4.i</i>
-----------------------------	--------------------------------

ST. CHARLES AGREEMENT TO Mr. ALLEN
209 West Main Street Parking Lot
Lease Agreement

This Lease Agreement (the "Agreement") is entered into this _____ day of _____, 2013, between the City of St. Charles, Illinois (LESSEE), whose business address is 2 East Main Street, St. Charles, IL 60174, and Mr. Timothy Allen (LESSOR).

1. By execution of this Agreement and in consideration of the mutual covenants and agreements herein stated, LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described property (the "Premises"), as well as its adjoining access ways:

The east 33 feet of Lot 3 in Block 44 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois.
PIN – 09-27-364-008

2. LESSOR represents that he is the sole owner and currently is in title to the property described in paragraph 1. Prior to the effective date of this Agreement, LESSEE has provided evidence of title to the LESSOR.

Said Premises is located at 209 West Main Street, St. Charles, Illinois 60174, and is shown on Exhibit A attached hereto and incorporated herein by reference.

3. This Agreement shall be effective as of the date set forth above and shall continue in effect for a period of five (5) years thereafter. This Agreement is not subject to automatic renewal.

4. The provisions of Section 2 notwithstanding, LESSEE shall not utilize the Premises until the following items have been submitted and approved by LESSOR:

- a. A copy of this Agreement fully executed by the City of St. Charles; and
- b. The Certificate of Insurance as described herein.

5. LESSEE shall be authorized to use the Premises and its adjoining access ways for public parking on a no-fee basis 24 hours per day. During this time it shall be authorized to set time limits on public parking and enforce CITY parking ordinances, rules and regulations.

6. LESSEE shall, at its own cost, provide maintenance, cleaning and repair services for the Premises and its adjoining access ways and walkways, including any necessary sweeping and/or snow removal. Such maintenance shall keep the Premises in good working order and be in accordance with the LESSEE'S usual and customary standards. Such maintenance shall include necessary pavement patching and repair (limited to \$1,000 per patch) mowing, bush and tree trimming (adjacent to parking lot frontage) lot lighting, signage, sealing and striping of the

parkway pavement. LESSEE shall not be obligated to repave the Premises other than the patching and repair referenced in the preceding sentence.

Upon termination of this Agreement, all surfacing and other improvements of the premises shall become the sole property of LESSOR, free from any claim, lien or encumbrance.

7. LESSEE may not assign its rights under this Agreement, in whole or in part, nor shall the Premises or any part thereof be sublet, nor shall any rights or privileges granted by this Agreement be sold, transferred or assigned without first obtaining the written consent of LESSOR. Any sale, transfer, assignment or sublease in violation of this paragraph shall be void and, at the option of LESSOR, operate to terminate this Agreement.

8. LESSEE, at its own expense, shall keep in force during the term of this Agreement insurance from an insurance company licensed in the State of Illinois. A Certificate of Insurance shall evidence required insurance, including Comprehensive Liability Insurance with a minimum limit of \$1,000,000 per occurrence, combined single limit to include:

- a. Premises – Operations
- b. Independent Contractors
- c. Products – Completed Operations
- d. Broad Form Contractual
- e. Personal Injury

Coverage must list LESSOR as an additional insured party and be approved by LESSOR prior to the initial use of the Premises.

9. LESSEE agrees to indemnify, defend, and hold harmless LESSOR and all of his agents and employees from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising from or in connection with:

- a. Any work or thing whatsoever done by LESSEE, or any condition created in or about the Premises by LESSEE during the term of this Agreement.
- b. Any act, omission, or negligence or intentional tort of LESSEE or any of LESSEE'S officers, agents, employees or contractors.
- c. Any accident, injury or damage whatsoever occurring upon the Premises as a result of LESSEE'S use of the Premises.

In the event of joint or concurrent negligence of LESSEE and LESSOR, each shall bear that portion of the loss or expense that is share of the joint or concurrent negligence bears to be the total negligence (including that of third parties) which caused the personal injury or property damage.

The LESSEE'S obligations under this provision for the term of this Lease shall not be limited in any way by the LESSEE'S limit of or lack of sufficient insurance protection. This provision shall survive any cancellation, termination or expiration of this Agreement.

10. LESSEE agrees to pay LESSOR Seven-Hundred Fifty (\$750) Dollars per month, payable on the first day of every month, during the term of this Lease.

11. LESSEE agrees to maintain updated and accurate accounting records, books, and data showing any and all revenue, expenses, and monies for services performed for its activities on the Premises. This information shall be available for review by LESSOR or his designee.

Any gross revenue from parking or other activities on the Premises received by LESSEE shall be paid over to LESSOR on a quarterly basis. For purposes of this Section, the term "revenue" shall not include fines or other money received by LESSEE as a result of its enforcement of CITY parking ordinances, rules and regulations on the Premises.

12. This Agreement represents the entire agreement and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein.

13. All parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law, regulation or code, such part shall be severable with the remainder of this Agreement remaining valid and enforceable.

14. No modification, addendums or amendments of any kind may be made to his Agreement unless in writing and signed by both parties hereto.

15. This Agreement shall be governed by the laws of the State of Illinois and venue for any litigation related hereto shall be exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

16. Right of First Refusal: In the event of any offer acceptable to Lessor, or to Lessor's successor in interest, at any time or times during the original or extended term hereof, for the purchase of the premises or for a lease to commence upon the expiration or earlier termination of the original or extended term hereof, the Lessor, prior to acceptance thereof, shall give the Lessee, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser or lessee; and Lessee shall have the option and right of first refusal for sixty (60) days after receipt of such notice within which to elect to purchase or lease the Premises, as the case may be, on the terms of said offer. If Lessee shall elect to purchase or lease the Premises pursuant to the option and first refusal herein granted, it shall give notice of such election within such sixty (60) day period. In the event Lessee exercises its right to purchase, the purchase price shall be the amount of the offer to purchase less the total of all payments made by Lessee pursuant to Paragraph 10 above during the term or extended term of this Lease. Lessee's failure at any time to exercise its option under this paragraph shall not affect this lease and the continuance of Lessee's rights and options under this and any other paragraph herein.

17. If either party shall be in default of any of the provisions hereof, the other party may, in addition to any other remedy that may be available, terminate this Agreement; provided, however, that the non-defaulting party shall first give written notice of such default to the other party, who shall have ten (10) days after receipt of such notice to remedy such default. Notice of default shall be sent via Certified Mail, return receipt requested, to the respective correspondence address listed below.

18. Recording. The parties shall record this Lease Agreement or a Memorandum thereof at the office of the Kane County Recorder.

19. Any and all written correspondence shall be sent to the respective mailing address listed below:

LESSEE

City Administrator
City of St. Charles, Illinois
2 East Main Street
St. Charles, IL 60174
Office (630) 377-4422
E-mail: mkoenen@stcharlesil.gov

LESSOR

Indigo Real Estate
c/o Mr. Timothy Allen
27W174 Birch Rd.
Winfield, IL 60190
(630) 935-4363
E-mail: tim@indigoinc.com

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date stated above.

LESSOR

Timothy Allen, Owner

ATTEST:

Representative for Mr. Timothy Allen

City of St. Charles, Illinois:

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

Mr. ALLEN'S COUNTER OFFER
209 West Main Street Parking Lot
Lease Agreement

This Lease Agreement (the "Agreement") is entered into this _____ day of _____, 2013, between the City of St. Charles, Illinois (LESSEE), whose business address is 2 East Main Street, St. Charles, IL 60174, and Mr. Timothy Allen (LESSOR).

1. By execution of this Agreement and in consideration of the mutual covenants and agreements herein stated, LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the following described property (the "Premises"), as well as its adjoining access ways:

The east 33 feet of Lot 3 in Block 44 of the Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois.
PIN – 09-27-364-008

2. LESSOR represents that he is the sole owner and currently is in title to the property described in paragraph 1. Prior to the effective date of this Agreement, LESSEE has provided evidence of title to the LESSOR.

Said Premises is located at 209 West Main Street, St. Charles, Illinois 60174, and is shown on Exhibit A attached hereto and incorporated herein by reference.

3. This Agreement shall be effective as of the date set forth above and shall continue in effect for a period of five (5) years thereafter. This Agreement is not subject to automatic renewal.

4. The provisions of Section 2 notwithstanding, LESSEE shall not utilize the Premises until the following items have been submitted and approved by LESSOR:

- a. A copy of this Agreement fully executed by the City of St. Charles; and
- b. The Certificate of Insurance as described herein.

5. LESSEE shall be authorized to use the Premises and its adjoining access ways for public parking on a no-fee basis 24 hours per day. During this time it shall be authorized to set time limits on public parking and enforce CITY parking ordinances, rules and regulations.

6. LESSEE shall, at its own cost, provide maintenance, cleaning and repair services for the Premises and its adjoining access ways and walkways, including any necessary sweeping and/or snow removal. Such maintenance shall keep the Premises in good working order and be in accordance with the LESSEE'S usual and customary standards. Such maintenance shall include necessary pavement patching and repair (limited to \$1,000 per patch) mowing, bush and tree trimming (adjacent to parking lot frontage) lot lighting, signage, sealing and striping of the

parkway pavement. LESSEE shall not be obligated to repave the Premises other than the patching and repair referenced in the preceding sentence.

Upon termination of this Agreement, all surfacing and other improvements of the premises shall become the sole property of LESSOR, free from any claim, lien or encumbrance.

7. LESSEE may not assign its rights under this Agreement, in whole or in part, nor shall the Premises or any part thereof be sublet, nor shall any rights or privileges granted by this Agreement be sold, transferred or assigned without first obtaining the written consent of LESSOR. Any sale, transfer, assignment or sublease in violation of this paragraph shall be void and, at the option of LESSOR, operate to terminate this Agreement.

8. LESSEE, at its own expense, shall keep in force during the term of this Agreement insurance from an insurance company licensed in the State of Illinois. A Certificate of Insurance shall evidence required insurance, including Comprehensive Liability Insurance with a minimum limit of \$1,000,000 per occurrence, combined single limit to include:

- a. Premises – Operations
- b. Independent Contractors
- c. Products – Completed Operations
- d. Broad Form Contractual
- e. Personal Injury

Coverage must list LESSOR as an additional insured party and be approved by LESSOR prior to the initial use of the Premises.

9. LESSEE agrees to indemnify, defend, and hold harmless LESSOR and all of his agents and employees from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising from or in connection with:

- a. Any work or thing whatsoever done by LESSEE, or any condition created in or about the Premises by LESSEE during the term of this Agreement.
- b. Any act, omission, or negligence or intentional tort of LESSEE or any of LESSEE'S officers, agents, employees or contractors.
- c. Any accident, injury or damage whatsoever occurring upon the Premises as a result of LESSEE'S use of the Premises.

In the event of joint or concurrent negligence of LESSEE and LESSOR, each shall bear that portion of the loss or expense that is share of the joint or concurrent negligence bears to be the total negligence (including that of third parties) which caused the personal injury or property damage.

The LESSEE'S obligations under this provision for the term of this Lease shall not be limited in any way by the LESSEE'S limit of or lack of sufficient insurance protection. This provision shall survive any cancellation, termination or expiration of this Agreement.

10. LESSEE agrees to pay LESSOR One Thousand (\$1,000) Dollars per month, payable on the first day of every month, during the term of this Lease.

11. LESSEE agrees to maintain updated and accurate accounting records, books, and data showing any and all revenue, expenses, and monies for services performed for its activities on the Premises. This information shall be available for review by LESSOR or his designee.

Any gross revenue from parking or other activities on the Premises received by LESSEE shall be paid over to LESSOR on a quarterly basis. For purposes of this Section, the term "revenue" shall not include fines or other money received by LESSEE as a result of its enforcement of CITY parking ordinances, rules and regulations on the Premises.

12. This Agreement represents the entire agreement and supersedes any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein.

13. All parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law, regulation or code, such part shall be severable with the remainder of this Agreement remaining valid and enforceable.

14. No modification, addendums or amendments of any kind may be made to his Agreement unless in writing and signed by both parties hereto.

15. This Agreement shall be governed by the laws of the State of Illinois and venue for any litigation related hereto shall be exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

16. Right of First Refusal: In the event of any offer to purchase, acceptable to Lessor, at any time during the term of this contract, for the sale of the premises to commence upon the immediate expiration or earlier termination, the Lessor, prior to acceptance thereof, shall give the Lessee written notice thereof and a copy of said offer including the name and address of the proposed purchaser. Lessee shall have the option and right of first refusal for thirty (30) days after receipt of such notice within which to elect to purchase the Premises on the terms of said offer. If Lessee shall elect to purchase the premises pursuant to the option and first refusal herein granted, it shall give notice of such election within such thirty (30) day period and close the transaction within another thirty (30) days or the option to purchase will be deemed to have expired. Lessee's failure at any time to exercise its option under this paragraph shall not affect this lease and the continuance of Lessee's rights and options under this and any other paragraph herein.

17. If either party shall be in default of any of the provisions hereof, the other party may, in addition to any other remedy that may be available, terminate this Agreement; provided, however, that the non-defaulting party shall first give written notice of such default to the other party, who shall have ten (10) days after receipt of such notice to remedy such default. Notice of default shall be sent via Certified Mail, return receipt requested, to the respective correspondence address listed below.

18. Recording. The parties shall record this Lease Agreement or a Memorandum thereof at the office of the Kane County Recorder.

19. Any and all written correspondence shall be sent to the respective mailing address listed below:

LESSEE

City Administrator
City of St. Charles, Illinois
2 East Main Street
St. Charles, IL 60174
Office (630) 377-4422
E-mail: mkoenen@stcharlesil.gov

LESSOR

Indigo Real Estate
c/o Mr. Timothy Allen
27W174 Birch Rd.
Winfield, IL 60190
(630) 935-4363
E-mail: tim@indigoinc.com

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date stated above.

LESSOR

Timothy Allen, Owner

ATTEST:

Representative for Mr. Timothy Allen

City of St. Charles, Illinois:

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Purchase of a 2013 Vermeer BC 1800 XL Stump Grinder

Presenter: Mike Shortall

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 11.25.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$42,000	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/>
-----------------	----------	-----------	------------------------------	---------------------------------------	-----------------------------	--------------------------

If NO, please explain how item will be funded:

Executive Summary:

City Staff is seeking approval to purchase a 2013 Vermeer BC 1800 XL Stump Grinder.

This unit is currently a demo, and the original cost would be \$54,899. We will be credited for our portion of rental fees, which will reduce the cost of this unit to an estimated amount of \$42,000.

This vehicle was budgeted and approved for \$42,000, and was approved by the City Fleet Committee.

Attachments: *(please list)*

Quote #306 dated October 15, 2013

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Purchase of a 2013 Vermeer BC 1800 XL Stump Grinder in the amount of \$42,000.

For office use only:

Agenda Item Number: 5.a



Vermeer-Illinois, Inc.
 2801 Beverly Drive
 Aurora, IL 60502
 (630) 820-3030
 www.verneermidwest.com

Quote #:
 306

September 10, 2013
 Bill To:
 City of St Charles

Ship To:
 City of St Charles
 Date September 10,

Gentlemen:

I would like to submit this quote to you.

- 1 - Vermeer BC1800XL, Demo 2013 150 hours, SN# 1VRY131Z8D1004098, with:** **\$54,899.00**
- 130 HP Cummins Tier 3 Turbo Charged Diesel Engine
 - 19" log Capacity Drum Chipper with 20" x 24" Infeed Opening
 - High Coolant Temperature and Low Oil Pressure Automatic Shutdown
 - 35 Gallon Fuel Tank
 - Patented Vermeer SMARTFEED System
 - 10,000 lbs. Rubber Torsion Axle
 - LT235/75R17.5 Load Range J Standard Tires
 - Heavy Duty 10,000 lbs. Tongue Jack
 - Electric Brakes with Breakaway Switch
 - 13" Spring Loaded Autoclutch, Which Can Only be Engaged at Low rpm
 - Upper and Lower Feed Stop Bar for Safety
 - Hydraulic winch with Interlock safety system
 - Spare set of knives included
 - 2 Year/2,000 Hour Engine Warranty
 - 3 year/3,000 Hour Extended Limited Warranty on Chipping Drum
 - 1 year/1,000 Hour Parts and Labor Standard Vermeer Limited Warranty (ending 6-24-2014)

Machine Total Price	\$54,899.00
Rental Credit	-\$6,000.00
Total	\$48,899.00

Finance Options with approved credit

Monthly Payment

Payments on **60 month** based on \$0.00 down payment.

\$884

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by _____ Date _____

Thank you for your consideration.

Initials: _____

Sincerely,

Kyle Cline
Sales Representative
(630) 337-4166
kyle.cline@vermeermidwest.com

THE BC1800XL BRUSH CHIPPER



BC1800XL SPECIFICATIONS

To learn more, please visit VERMEER.COM

General Dimensions and Weights

Length: 177" (450 cm)
Height: 110" (279 cm)
Width: 80" (203 cm)
Weight (w/o winch and hydraulic jack): 8740 lb (3964 kg)
Weight (w/ winch and hydraulic jack): 9270 lb (4205 kg)

Engine Options

Make and model: Cummins QSB4.5 Tier 3
Horsepower: 110 hp (82 kW) @ 2500 rpm
Max torque: 360 ft-lb (488 Nm) @ 1500 rpm
Fuel type: Diesel
Number of cylinders: 4
Cooling medium: Liquid
Make and model: Cummins QSB4.5 Tier 3
Horsepower: 130 hp (97 kW) @ 2500 rpm
Max torque: 459 ft-lb (622 Nm) @ 1500 rpm
Fuel type: Diesel
Number of cylinders: 4
Cooling medium: Liquid
Make and model: Cummins QSB4.5 Tier 3
Horsepower: 170 hp (127 kW) @ 2500 rpm
Max torque: 460 ft-lb (623 Nm) @ 1500 rpm
Fuel type: Diesel
Number of cylinders: 4
Cooling medium: Liquid

Electrical

System voltage: 12 DC, 65 amp alternator
Trailer lights: Incandescent

Capacities

Fuel tank: 35 gal (132.5 L)
Hydraulic tank: 12 gal (45.4 L)

Chassis

Frame: C channel, C6" x 8.2 lb (3.7 kg)
Tires: 235/75R17.5 Load Range J
Axle/Suspension: 10,000 lb (4535 kg) Dexter rubber torsion with electrical brakes
Hitch: Pintle 2.375" (6 cm) diameter

Cutting System

Disc/drum speed: 1100 rpm
Drum size: 36" (91 cm) diameter
Drum thickness: .375" (1 cm)
Knives: 4 knives - 5.5" x 10" x .625" (14 x 25 x 1.6 cm)
Bedknife: 4 sided - 3" x 20.25" x 1.25" (7 x 51 x 3.2 cm)
Clutch: 13" (33 cm) spring loaded auto clutch

Feed System

Chipping capacity: 19" (48 cm)
Infeed opening height: 24" (61 cm)
Infeed opening width: 20" (51 cm)
Feed table length: 62.5" (159 cm)
Feed table height: 30.5" (78 cm)
Feed roller style: Twin vertical, helical knives
Feed speed: 118 fpm (36 m/min)

Discharge System

Discharge height: 110" (279.4 cm)
Degree of rotation: 270 degrees



Equipment shown is for illustrative purposes only and may display optional accessories or components. Please contact your local Vermeer dealer for more information on machine specifications. Vermeer Corporation reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacturing at any time without notice or obligation. Vermeer and the Vermeer logo are trademarks of Vermeer Manufacturing Company in the U.S. and/or other countries.

© 2011 Vermeer Corporation. All Rights Reserved.