

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

**TUESDAY, MAY 27, 2014, 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. POLICE DEPARTMENT**
 - a. Recommendation to approve Use of Amplification Equipment and a Class E-1 Temporary Liquor License for the Firin’ Up the Fox BBQ Contest.
 - b. Recommendation to approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2014 St. Charles 12K of Christmas and the 2015 St. Charles Half Marathon.
- 5. PUBLIC WORKS DEPARTMENT**
 - a. Recommendation to Approve Construction Service Agreement with Geneva Construction Company for the Tyler Road Resurfacing Project.
 - b. Recommendation to approve Donation of Land at 7th Avenue and Ohio Avenue.
 - c. Recommendation to approve Proposal for Wastewater Facility Plan and Phosphorus Removal Feasibility Study.
 - d. Recommendation to Waive the Formal Bid Procedure and Award Contract to Marc Kresmery Construction LLC for the Illinois Street Siphon Rehabilitation.
 - e. Recommendation to Approve Contract Addendum with Trotter & Associates for Services Related to the Main and Biosolids Project and Request Budget Addition for Funding Addendum.

- f. Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Loan Program for the Water Tower and North 5th Avenue Watermain Projects.
- g. Presentation of Red Gate Water Tower Logo Design Alternatives.
- h. Recommendation to approve Annual Doble Engineering Client Agreement.
- i. Recommendation to Approve a Budget Addition for Electric Utility Work Related to the Chicago Mold and Tool Addition at 3620 Swenson Avenue.
- j. Recommendation to Approve Catch Basin Cleaning Maintenance Program with United Septic, Inc.
- k. Recommendation to Approve Water Main Break Asphalt Patching Contract with Geneva Construction Company.
- l. Recommendation to Approve Modification of City Code in Regard to Placement of Yard Waste on City Right of Way.

6. ADDITIONAL BUSINESS

7. EXECUTIVE SESSION

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

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 05.27.14
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

For information only.

Attachments: *(please list)*

April 2014 Outage Report.

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.a

MONTHLY OUTAGE REPORT

April 2014

#	Date	S/U	General Information		Cause Description	#	Time & Duration		Mins	Customers	
			Circuit	Address/Location			To off	Ton		# Out	JustMin
1	4/2/14	U	311	102 E. Main St.	Service cable failure	2	4/2/14 11:30 AM	4/2/14 1:30 PM	120	1	120
2	4/3/14	U	331/332	SE Quadrant areas	Transformer failure caused momentary	1	4/3/14 8:15 AM	4/3/14 8:51 AM	0	1,348	0
3	4/3/14	U	331	Willowgate Sub. & Transformer on Rt. 31	Transformer failure, part restoration	1	4/3/14 8:15 AM	4/3/14 8:51 AM	36	40	1440
4	4/3/14	U	331	Rt. 31 & Willowgate	Transformer failure, part restoration	1	4/3/14 8:15 AM	4/3/14 9:05 AM	50	6	300
5	4/3/14	U	214 S.	17th St./Indiana St./Avalon Ct.	Patrolled, outage cause not found	9	4/3/14 8:44 AM	4/3/14 9:41 AM	57	75	4275
6	4/5/14	U	311/312	SE side of the City	Squirrel, instantaneous breaker operation	4	4/5/14 9:14 AM	4/5/14 9:14 AM	0	1,148	0
7	4/5/14	U	311/312	SE side of the City	Squirrel, restored everyone but Ronzhelmer area	4	4/5/14 9:14 AM	4/5/14 9:41 AM	27	30	810
8	4/5/14	U	311	Munhall School ; 1400 S. 13th Ave.	Squirrel, chewed cable to school	4	4/5/14 9:14 AM	4/5/14 10:40 AM	86	1	86
9	4/10/14	U	611	Main St. & Campion Hills Rd.	Contractor hit transformer.	10	4/10/14 1:26 PM	4/10/14 3:11 PM	105	2	210
10	4/11/14	U	311	828 Jewel Ave.	Underground service fault	2	4/11/14 9:08 AM	4/11/14 2:30 PM	322	1	322
11	4/15/14	U	516	410 S Kirk & Dukane	Flash in Eckrich gear caused momentary	10	4/15/14 7:05 AM	4/15/14 7:05 AM	0	2	0
12	4/15/14	U	516	410 S Kirk & Dukane	Flash in Eckrich gear caused momentary	10	4/15/14 7:12 AM	4/15/14 7:12 AM	0	2	0
13	4/15/14	U	516	410 S Kirk & Dukane	Flash in Eckrich gear caused momentary	10	4/15/14 7:22 AM	4/15/14 7:22 AM	0	2	0
14	4/25/14	U	312	Riverside to 7th btwn South and Madison	Squirrel, fuse operation on overhead & lateral.	4	4/25/14 6:50 AM	4/25/14 7:17 AM	27	83	2241
15	4/25/14	U	312	Adams & Monroe	Squirrel, fuse operation on overhead & lateral.	4	4/25/14 6:50 AM	4/25/14 7:29 AM	39	17	663
16	4/25/14	S	312	822 S. 5th Ave.	Scheduled, tree removal request.	10	4/25/14 7:45 AM	4/25/14 2:00 PM	375	1	375
17	4/26/14	U	314	1000 N. 6th Ave. area	Squirrel, took out transformer fuse.	4	4/26/14 8:06 AM	4/26/14 8:57 AM	51	4	204
18	4/26/14	U	311/312	Parts of SE and SW quadrants	DUI driver hit pole on 7th Ave-momentary	10	4/26/14 8:47 PM	4/26/14 8:47 PM	0	1,427	0
19	4/28/14	U	57/36	NW quadrant	ComEd momentary during storm event	0	4/28/14 9:30 PM	4/28/14 9:30 PM	0	2,556	0

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	<input checked="" type="checkbox"/>	Government Services 05.27.14
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	N/A	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> X
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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. April 2014 meeting minutes are attached.

Attachments: *(please list)*

Tree Commission Minutes – April 2014 meeting minutes

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.b

**MINUTES
CITY OF ST. CHARLES
TREE COMMISSION MEETING
APRIL 10, 2014**

Members Present: Interim Chair. Ron Ziegler, Jon Duerr, Ralph Grathoff, Raymond Hauser, Suzi Myers, Pam Otto, Caroline Wilfong, Phil Zavitz

Members Absent: Valerie Blaine

Others Present: Chris Adesso, Isabel Soderlind, Nicole Wang

Visitors Present: None

1. Call to Order & Pledge of Allegiance

The meeting was convened by Comm. Ziegler at 7:01pm.

2. Roll Call

3. Introductions of Visitors - Comments and Concerns: None

4. Minutes Review and Approval

- A. Motion to accept and place on file the minutes of the March 13, 2014 Tree Commission meeting. Motion by Comm. Myers, second by Comm. Zavitz to accept and place on file the minutes.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine, Pam Otto
- Motion carried at 7:05 pm.

5. New Business

A. Update on Emerald Ash Borer: None

B. News and Concerns from Public Works:

- a. Brief discussion regarding the email distributed by Graf Tree Care and the effects of the winter on the evergreen species. The commission appreciated the City distributing the information so they were all aware of the situation. (See attached email.)
- b. Just a reminder that Commissioner Myers and Commissioner Wilfong will be attending the City's Commissioners Orientation Meeting on April 14, at 5:30 p.m. The meeting will be held at Century Stations. Commissioners Hauser and Duerr will be attending the June 2, session which begins at 5:30 p.m. in the Council Chambers.

C. Langum Woods Spring Clean Up:

Discussion regarding Langum Woods Spring Clean Up was postponed until later in the meeting; Commissioner Otto was not present at the time the agenda item was scheduled to be discussed. (This agenda item was discussed after the of Arbor Day discussion.)

According to Commissioner Otto, Haines School would not be able to participate in the annual spring clean-up of Langum Woods. The Committee discussed setting a date and moving forward with the clean-up using adult volunteers from the Kane County Certified Volunteers Naturalist group. No specific date was indicated at this time. Comm. Otto would contact the group and determine a date late in April or early May.

D. National Safe Digging Month

Interim Chair. Ziegler reminded the committee that April is designated as the National Safety Digging month. JULIE has a simple 811 Illinois One Call System “Before You Dig” program. By placing the call to JULIE the utilities in designated areas are marked within 48 hours. A simple call addresses any safety concerns and prevents costly damage to underground utilities. As committee members advocating the planting of trees, Interim Chairman Ziegler requested the committee do its best to remind the community to call JULIE before digging.

6. Committee Reports

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

Pam Otto entered the meeting at approximately 7:15 p.m.

The Arbor Day celebration will be held at Lincoln Park on April 25 at 4:00 p.m. Nicole Wang led the review of the Arbor Day Celebration Checklist. (See attached documentation for complete listing.). Set up should begin around 2:00 p.m.

Invitation and Programs: Mrs. Wang has been working on the programs. She will be send a copy via email to all the commissioners for their review before final printing.

Presentation of Colors: This item is still outstanding. Several options were discussed:

1. Dwight and James Sullivan, visitors at the last meeting from Boy Scout Troop 1, mentioned they would be interested committee. No one has received a response from them.
2. Past Scout Master Chris Scott could be an option.
3. Comm. Zavitz indicated he would contact Paul Jensen at the Baker Church.

Mr. Jensen is a scout master and his troop may be interested in participating. Comm. Zavitz requested sandbags be available to hold the bases of the flags.

Tree Demonstration: Chris Scott has confirmed that he will perform.

Musician: Comm. Myers confirmed Rick Weals will play guitar for the event.

Press Release: A press release was sent out on April 3. This was also distributed through Twitter and Facebook. Various commissioners had indicated they had already seen some publicity on the local papers regarding the Arbor Day Celebration.

Food, Table, Chairs, Reading Materials: City of St. Charles will be responsible for setting this up.

Tent: Tent has been ordered and set up by 2:00 p.m. It will be located in the same general vicinity as last year.

Tribute To Trees: Art work from all age groups have been represented, submissions have come in from the elementary school, middle school and adults. Kristin Bedford, a photo hobbyist from Batavia, and James Gebhardt from St. Charles, have submitted a series of photographs. Rebecca Hubbs from Wredling Middle School and Doreen Tieche from Munhall School have also submitted art samples from students.

All the art work has been set up in the Atrium window of the Municipal Building and is on display for the entire month of April.

Stewardship Award: Mr. Adesso indicated that he made some inquiries regarding the City receiving the Stewardship Award. While the City appreciates the recognition for its effort, no formal award was needed. The committee however stated they wanted to move forward and recognize the City of St. Charles to receive the Stewardship Award on the Arbor Day program.

Motion to nominate the City of St. Charles for the Stewardship Award at Arbor Day. Motion by Comm. Duerr, second by Comm. Otto.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine
- Motion carried at 7:35 p.m.

A plaque will be ordered with the verbiage to fit the nomination. Invitations would be extended to previous mayors, Sue Klinkhamer and Don DeWitte. Comm Duerr and Grathoff will make the calls. Mayor Ray Rogina, is already scheduled to attend.

District 303 Tree Award: The presentation has been scheduled for 11:00 a.m. on April 25 at Munhall School. The ceremony will last approximately 20 minutes and all the commissioners were encouraged to participate. A White Oak has been ordered. John Baird and Pedersen Company will be there to assist with the planting efforts.

Davis School: Comm. Wilfong has been working with the principal and library staff at Davis Primary School regarding Arbor Day. The library staff has scheduled time during Arbor Day week for the commissioners to participate. Readings are scheduled for Wednesday, April 23. Commissioners. Otto, Myers and Blaine volunteered. Comm. Otto will be visiting April 17. Comm. Wilfong mentioned the numerous activities, poems and art work including an 8' by 8' mural on display.

Mrs. Wang will create Arbor Day invitations to be distributed to the classes that have participated.

One hundred wooden tree coasters or “Tree Cookies” have been cut. All participants will receive one.

7. Communications

A. Electric Division/Tree Activity Reports

None at this time. Reports will be provided at the upcoming May meeting for the months of March and April, 2014

10. Additional Items – Comments

A. Commissioners:

Comm. Hauser: Indicated that he had not been familiar with the term “Tree Cookies”. Chris Adesso explained that these are small cut sections of a city ash tree which look similar to a round “cookie”.

Comm. Wilfong: Was pleased that the commission had decided to move forward with the Stewardship Award to the City. A strong effort has been made by past mayors and city staff to protect its city trees and felt they should be recognized.

Comm. Grathoff: Looking forward to Arbor Day.

Comm. Otto: Recognized the excellent organizational logistics and efforts made by Mrs. Wang regarding Arbor Day.

Comm. Myers: Also praised Nicole’s efforts to coordinate all the logistics of Arbor Day.

Interim Chair. Ziegler: Nicole has been the right hand person to the Commission and has done an excellent job assisting the Commission and its efforts.

B. Staff:

Mr. Adesso: Also recognized Nicole’s efforts with the Tree Commission.

Mrs. Wang: Announced that she has enjoyed her time supporting the Tree Commission the last two and half years, but she would no longer be working for the City. Her last day would be April 25, but would be at the Arbor Day Celebration that afternoon as resident of the City of St. Charles.

11. Adjournment

Motion by Comm. Myers to adjourn meeting, second by Comm. Hauser.

Voice vote: unanimous; Nays – None; Absent: Valerie Blaine
- Motion carried at 7:58 pm.

/ims

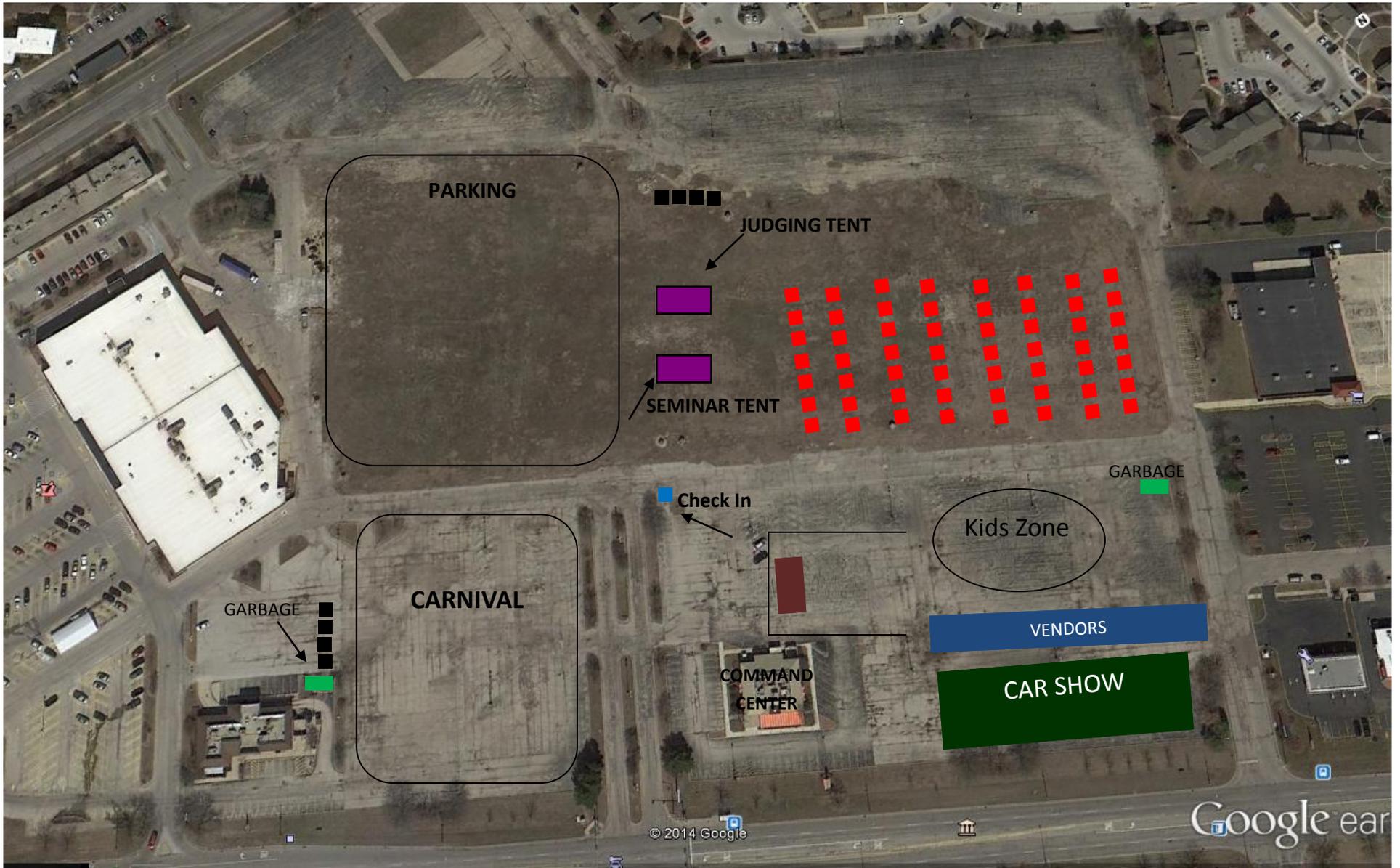
		AGENDA ITEM EXECUTIVE SUMMARY				
		Title:	Recommendation to Approve Use of Amplification Equipment and a Class E-1 Temporary Liquor License for the Firin' Up the Fox BBQ Contest			
		Presenter:	Chief Lamkin			
<i>Please check appropriate box:</i>						
	Government Operations	X	Government Services 05.27.14			
	Planning & Development		City Council			
	Public Hearing					
Estimated Cost:	PW \$3,471.60; PD \$2,083.84 Total: \$5,555.44	Budgeted:	YES	X	NO	
If NO, please explain how item will be funded:						
Event sponsor is requesting 50% cost sharing due to their not-for-profit status.						
Executive Summary:						
This event application was submitted on April 2, 2014.						
<p>This is the third annual event for The Pride of the Fox, Inc.; however, the first time they are requesting for the event to take place at this location – the old St. Charles Mall property, 2072 Lincoln Highway. In 2013, this event was held at the Charlestowne Mall property. This was a successful event with no issues reported. Noted from their complete detail are these items:</p> <ul style="list-style-type: none"> • A Class E-1 temporary liquor license. The alcohol service/main stage will be fenced off and identification will be verified and wristbands issued upon entry. (Diagram attached) • Alcohol service times requested are: <ul style="list-style-type: none"> Friday, July 11, 2014 starting at noon, last call 10:15 p.m., area cleared by 11:00 p.m. Saturday, July 12, 2014 starting at noon, last call 10:15 p.m., cleared by 11:00 p.m. Sunday, July 13, 2014 starting at noon and ending by 6:00 p.m. • Amplified music will end no later than 10:30 p.m. on Friday and Saturday; noon to 6 p.m. on Sunday. • The event sponsor has worked with the Police Department to determine the appropriate number extra duty officers needed for the duration of this event and will be invoiced accordingly. <p>The event sponsor has received permission to utilize this property by the owner, Shodeen. The event sponsor will be cleaning up the property prior to this event and will also use the old Colonial building as their command center for the duration of the event.</p> <p>Event sponsor is requesting a 50% cost-sharing, resulting in \$5,555.44 cost to the City. Event sponsor is also responsible for the electric fees accrued during this event and will work with Shodeen to do so.</p>						
Attachments: <i>(please list)</i>						
Revised diagram of event layout						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Recommendation to approve use of amplification equipment and a Class E-1 Temporary Liquor License for the Firin' Up the Fox BBQ Contest.						
<i>For office use only:</i>		Agenda Item Number: 4.a				

Shodeen Group's Firin' Up the Fox BBQ Contest & Festival

July 11—13, 2014

- TOILETS
- MAIN STAGE
- COMPETITORS
- GARBAGE
- VENDORS & CRAFTERS
- CAR SHOW

Beer Garden	175' x 100'	Competitors Spaces	10 x 10 OR 10 x 20
Stage	20 x 20	Vendors	10 x 10
Tents	10 x 20	Judging Tent	10 x 20





ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2014 St. Charles 12K of Christmas and the 2015 St. Charles Half Marathon

Presenter: Interim Chief Huffman

Please check appropriate box:

<input type="checkbox"/>	Government Operations	X	Government Services 05.27.14
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	PD: 12K: \$1,041.92; ½ Marathon: \$1,953.60 PW: \$2,413.46 (for each event) TOTAL for both events: \$7,822.44	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

All city costs are to be paid by the event sponsor, as done in the prior events.

Executive Summary:

This application was submitted on March 24, 2014 and encompasses both events.

Multisport Madness has submitted a special event application for two separate events:

- I. St. Charles 12K of Christmas to take place on Saturday, December 6, 2014
- II. St. Charles Half Marathon to take place on Saturday, April 25, 2015

Both of these are running events and the request for both is to have a start/finish line in the 100 blk. of N. 3rd St. between Cedar and State St.

Please see the attached memo outlining the details for each event.

The event sponsors are also requesting the use of an amplification system (PA) at the start and finish lines for the duration of the events. Event sponsors were reminded by the Special Events committee to keep in consideration the surrounding neighborhoods when utilizing the amplification in the early morning hours.

The sponsors will ensure advance notification and promotion is done in the downtown area, with special emphasis on any business directly along the closure route.

Attachments: *(please list)*

Memo and map routes

Recommendation / Suggested Action *(briefly explain):*

The Police Department recommends approval of the street and parking lot closures and use of amplification equipment for the 2014 St. Charles 12K of Christmas and the 2015 St. Charles Half Marathon.

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



Memo

Date: May 7, 2014

To: Government Services

From: Interim Chief Huffman

Re: St. Charles 12K of Christmas & St. Charles Half Marathon

12K of Christmas

The 12K would begin at 2:00 PM and the organizers expect to have between 300-600 participants. That event would start on N. 3rd St. The runners would then turn left (west) on to State St. The race would continue west on to Dean St. and then north on to 17th St. into the Foundry Business Park area. It would continue through Timbers Park and onto the streets of the Timbers neighborhood. It would then continue north in to un-incorporated St. Charles Township along Ferson Creek Rd., Wildrose Rd., and Thornapple Rd. The race would then re-enter the City, circle through the Thornwood Drive area, and then return to the Foundry Business Park and back along Dean and State Streets to 3rd Street.

For this event, the organizers are requesting that the following areas be closed from 10:00 a.m. - 4:30 p.m.:

- VFW Parking Lot
- N. 3rd St. from Cedar to State St.
- Cedar St. from N. 2nd St. to N. 3rd St.
- The roadway from N. 3rd St. to just west of the entrance to Isaaco's & Taste of Himalayas will need to be closed the entire time. The roadway from that entrance to N. 2nd St. will only need to be closed from 1:00 p.m. - 2:15 p.m.
- State St. from N. 3rd St. to N. 4th St.

The organizers also request the following:

- No Parking on Cedar St. from N. 3rd St. to N. 2nd St.
- No Parking on State St. from N. 3rd St. to N. 9th St.

Half Marathon

This race would start and finish in the same location, however, the race would start at 7:00 a.m. and approximately 1,000 participants are expected. The route for this race is similar to that of the 12K except that it will not go through the Timbers subdivision and encompasses a larger

additional portion of areas north and west of the City before returning and finishing again on 3rd St. The closures and parking restrictions above would be the same except that the requested closure times would be 3:00 a.m. - 12:00 p.m.

Police Assistance

For both events the organizer plans to use volunteers all along the route. Police assistance will be needed however at:

- I. 3rd St. & State St.
- II. 3rd St. & Cedar St.
- III. 9th St. & Dean St.
- IV. 17th St. & Dean St.

In addition, an officer would be needed near Randall and Dean St. for the half marathon.

The event organizer will be contacting the Kane County Sheriff's Office for assistance outside the City limits.

SGH/skc

St. Charles 12K of Christmas - 2014



The area in Green (VFW parking lot and 3rd Street between State and Cedar) will be closed starting 10 a.m. and reopen at 4:30 p.m. The Black area will be barricaded (between 3rd and 2nd St.) from 1:00 p.m.- 2:15 p.m. Posting is requested: "No Parking Police Order" 24 hours leading to the race.

St. Charles 13.1 Half Marathon - 2015



The entire area will be closed beginning at 3:00 a.m. The Black area (Cedar between 3rd and 2nd St.) will reopen to the public at 7:30 a.m. The Green area (VFW parking lot, 3rd Street between State and Cedar) will reopen at noon, which allows access to the private parking of Himalayan Restaurant and Isacco's, and full access to the west side of Cedar. Posting is requested: "No Parking Police Order" 24 hours leading to the race.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Construction Service Agreement with Geneva Construction Company for the Tyler Road Resurfacing Project
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Presenter:	Peter Suhr
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Please check appropriate box:

Government Operations	<input checked="" type="checkbox"/>	Government Services 05.27.14
Planning & Development	<input type="checkbox"/>	City Council
Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$751,771.09	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	
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If NO, please explain how item will be funded:

Executive Summary:

On April 25, 2014, sealed bids for the Tyler Road Resurfacing Project were publicly opened and read aloud by State of Illinois Representatives in Springfield. A total of five qualified bids for this project were received and the results of the bid opening are as follows:

Engineer's Estimate: \$900,894

Bid Results:

Geneva Construction Co.	\$751,771
Plote Construction Inc.	\$785,052
Johnson Paving	\$847,773
R. W. Dunteman Company	\$899,348
Builders Paving, LLC	\$1,065,560

Funding for this program is based on a combination of Federal Funds (Surface Transportation Program (STP) and Corporate Funds. The City received a \$500,000 grant from the Kane/Kendall Council of Mayors Group for this project in 2010 and has been waiting for substantial completion of the East Main Street Project before commencing construction. The scope of work will include the grinding and resurfacing of Tyler Road from East Main Street to Kirk Road, restriping, minor sidewalk and curb repairs, adjustment of existing utility structures in the roadway. The Public Works Engineering Division prepared all plans, specifications, and permits for the project. The City's Engineering Inspector will be Gary Long, who will provide on-site construction engineering inspections. City staff has contacted the references for Geneva Construction Company and staff believes that the contractor is capable to perform this work.

Attachments: *(please list)*

- Copy of Bid Tabulation Sheet
- Copy of Location Map

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Construction Service Agreement with Geneva Construction Company for the Tyler Road Resurfacing Project in the amount of \$751,771.09.

<i>For office use only:</i>	<i>Agenda Item Number: 5.a</i>
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 024 CONTRACT: 63462 DISTRICT: 01 COUNTY: KANE
 KEY RT: FAU 2950 MARKED RT: TYLER ROAD
 SECTION: 09-00096-00-RS EST: (YES)
 PROJECT: M-4003/329/000
 NBR FOR BID PROPOSALS ISSUED: 7 NBR FOR BID PROPOSALS RECEIVED: 5

Roadway improvements including HMA surface removal, leveling binder, HMA surface course, Class D patches, sidewalk replacement, curb and gutter replacement, driveway apron repair, thermoplastic pavement markings and all other incidental items to complete the work on FAU Route 2950 (Tyler Avenue) from 200 feet south of Illinois Route 64 to Kirk Road in the City of St. Charles.

			LOW	DEV
AS READ BID	CORRECTED BID	BIDR	PCT	

0231 Arrow Road Construction Co.
 3401 S. Busse Road
 P.O. Box 334
 Mt. Prospect, IL 60056-0334

1560 R. W. Dunteman Company
 600 S. Lombard Road
 Addison, IL 60101
 P.O. Box 1129
 Addison, IL 60101-1129

899,348.91

2030 Geneva Construction Company
 1350 Aurora Ave. 2030
 Aurora, IL 60505
 P.O. Box 998
 Aurora, IL 60507-0998

751,771.09 *

2339 Builders Paving, LLC d/b/a
 Hardin Paving Services
 4413 W. Roosevelt Road, suite 108
 Hillside, IL 60162

1,065,560.00

3020 J. A. Johnson Paving Company
 1025 East Addison Court
 Arlington Heights, IL 60005

847,773.12

3069 K-Five Construction Corporation
 13769 Main Street
 Lemont, IL 60439-9733

4813 Plote Construction, Inc.
 1100 Brandt Drive
 Hoffman Estates, IL 60192

785,052.47



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Data Source:
City of St. Charles, Illinois
Kane County, Illinois
Dupage County, Illinois

Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983

Printed on December 7, 2010 12:29:58 PM CST
By: Cramer



Notes:
City of St. Charles
Location Map
Tyler Road
Subject road highlighted red

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ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Real Estate Donation Agreement for Property Located on 7th Avenue

Presenter: Peter Suhr

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 05.27.14
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$3,300	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

The City of St. Charles has been in conversation with the owner of an unimproved property located on the east side of 7th Ave. between Indiana Ave. and South Ave. The owners, Jerald & Patricia Weiner, have agreed to donate the property to the City at no cost. However, the City agrees to pay for all transaction expenses as well as the 2013 and 2014 real estate taxes estimated at about \$3,300.

This property is located adjacent the 7th Ave. Creek within the flood plain limits. Purchase of the property provides the City with future opportunities to help better the storm water conveyance along the 7th Ave. Creek.

City staff ordered an environmental assessment, title search and plat of survey for the property. Nothing of significance or concern was noted.

Attachments: *(please list)*

Real Estate Donation Agreement
Location Map

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve the Real Estate Donation Agreement for Property Located at 7th Ave.

For office use only:

Agenda Item Number: 5.b

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (“**Agreement**”) dated this ____ day of May 2014, by and between the CITY OF ST. CHARLES, (“**Donee**”) and Jerald Weiner and Patricia Weiner, (“**Donor**”).

WHEREAS, Donor is the owner of a certain parcel of vacant property located at 7th Avenue and Ohio Avenue, St. Charles, Kane County, Illinois and legally described as follows:

THE SOUTHERLY 115.00 FEET OF THE FOLLOWING DESCRIBED PARCEL (AS MEASURED ALONG THE SOUTHWEST AND NORTHEAST LINES THEREOF): THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27 AND PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF INDIANA AVENUE AND SEVENTH AVENUE SOUTH; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF INDIANA AVENUE 75 FEET; THENCE SOUTH 26 1/2 DEGREES EAST 3.94 CHAINS; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF INDIANA AVENUE 75 FEET TO THE EASTERLY LINE OF SEVENTH AVENUE SOUTH; THENCE NORTHERLY ALONG SAID EASTERLY LINE 3.94 CHAINS TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY ILLINOIS.

Parcel No.: 09-34-226-030

WHEREAS, Donor has agreed to donate that property to the CITY OF ST. CHARLES;

WHEREAS, the CITY OF ST. CHARLES has agreed to accept the donation of the real estate;

It is agreed as follows:

1. **Agreement to Convey.**

Donor hereby agrees to convey to Donee and Donee hereby agrees to accept the donation from Donor, of all that certain property located at 7th Avenue and Ohio Avenue, St. Charles, Kane County, Illinois and legally described as follows:

THE SOUTHERLY 115.00 FEET OF THE FOLLOWING DESCRIBED PARCEL (AS MEASURED ALONG THE SOUTHWEST AND NORTHEAST LINES THEREOF): THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27 AND PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF INDIANA AVENUE AND SEVENTH AVENUE SOUTH; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF INDIANA AVENUE 75 FEET; THENCE SOUTH 26 1/2 DEGREES EAST 3.94 CHAINS; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF INDIANA AVENUE 75 FEET TO THE EASTERLY LINE OF SEVENTH AVENUE SOUTH; THENCE NORTHERLY ALONG SAID EASTERLY LINE 3.94 CHAINS TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY ILLINOIS.

Parcel No.: 09-34-226-030

2. Donor's Ownership.

Donor warrant and represent that they are the sole fee simple owners of the Premises and has all necessary authority to sell the premises; there are no other contracts for sale or options involving the Premises; no other party has any right, title, or interest in the Premises; and there are no leases affecting or relating to the Premises. Between the date Donor executes this Agreement and Settlement, Donor shall not subject the property to or consent to any leases, liens encumbrances, covenants, conditions, restrictions, easements, rights or way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the Property without the written consent of the Donee.

3. Actions or Suits.

Donor warrants and represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of the Donor, threatened against Donor in connection with the Premises, and there is no outstanding order, writ, injunction, or decree of any court or governmental agency affecting the Premises.

4. Commitments.

Donor represents there has not been made and will not be made, any commitments relating to the Premises, which would impose any obligation on Donee or its successors and assigns, after Settlement, to make any contribution of money or dedications of land or to construct, install, or maintain any improvements of a public or private nature on or off the Premises.

5. Other Agreements.

Donor warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Donor is a party or by which it or the Premises is bound, or any judgment, decree, order or award of any court, governmental body, or arbitrator, or any law, rule or regulation applicable to Donor.

6. Conveyance.

The Conveyance by the Donor of the real property to Donee shall be by Quit Claim Deed in the form as set forth in **Exhibit "A"** as attached hereto and incorporated by reference ("**Deed**").

7. Title and Survey.

Donee may obtain a recent survey of the property and an updated Title Commitment at its election. Donor agrees to execute any and all documents such an ALTA Statement to enable the Donor to obtain an acceptable Owner's Policy of Title Insurance.

8. Environmental Matters.

Donor represents that to the best of Donor's knowledge, information, and belief, there have never been, nor are there nor, any underground storage tanks on the Premises; nor has there been any activity on the Premises which has been conducted, or is being conducted, except in compliance with all statutes, ordinances, regulations, orders, permits, and common law requirements concerning (i) handling of any toxic or hazardous substances, (ii) discharges of toxic or hazardous substances to the air, soil, surface water, or groundwater, and (iii) storage, treatment, or disposal of any toxic or hazardous substances at or connected with any activity on the Premises; nor is there any contamination present on or in the Premises; nor is there any of the following present on or in the Premises: (i) polychlorinated biphenyls or substances containing polychlorinated biphenyls; (ii) asbestos or materials containing asbestos; (iii) urea formaldehyde or materials containing urea formaldehyde; (iv) lead or lead-containing paint; or (v) radon. The term "contamination" shall mean the unconfined presence of toxic or hazardous substances on or in the Premises, or arising from the Premises, which may require remediation under any applicable law. For purposes of this Agreement, "hazardous substance(s)" shall have the meaning of "hazardous substance" set forth in 42 U.S.C §6991(2), as amended, and of any other substances which may be the subject of liability pursuant to any environmental law of the United States or the State of Illinois.

9. Closing.

The closing of the donation contemplated by this Agreement ("**the Closing**") shall occur on or before May 30, 2014 ("**the Closing Date**"). The closing shall take place at the offices of Chicago Title Insurance Company, Geneva, Illinois or at the offices of Hoscheit, McGuirk, McCracken & Cuscaden, P.C., 1001 East Main Street, Suite G, St. Charles, Illinois 60174, or at such other place as Donor and Donee may agree.

10. Costs.

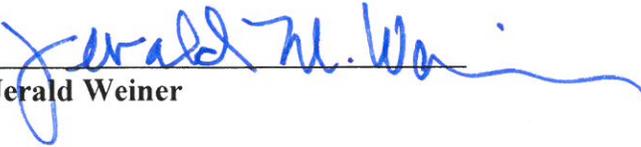
- (a) Donee will pay the cost of recording all documents necessary to place the record title in its name. Donee shall also pay any transfer tax that may be required on the Deed, recording fees and title charges;
- (b) Donee shall pay the 2013 real estate taxes due in 2014 and shall be responsible for all real estate taxes for the year 2014. Donee will assume responsibility for facilitating the payment of taxes due following the execution of this Agreement.

11. Miscellaneous.

Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and permitted assigns. No assignment of this Agreement shall be permitted except with the written consent of the other party, which consent shall not be withheld unreasonably. The warranties, representations, and terms of this Agreement shall survive delivery of the Deed and shall not be merged therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

DONOR:



Jerald Weiner



Patricia Weiner

DONEE:

THE CITY OF ST. CHARLES

By: _____
Mark Koenen, City Administrator

Date: _____



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: February 19, 2014 10:32 AM



PIN: 09-34-226-030

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AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Proposal for Wastewater Facility Plan and Phosphorus Removal Feasibility Study

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$ 165,000	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The City's Main Wastewater Treatment Plant is in the process of being issued a new permit from the Illinois Environmental Protection Agency (IEPA). One of the conditions of the new permit is to conduct a Phosphorus Removal Feasibility Study. This study is related to new upcoming regulations regarding potential lower phosphorus limits on new permits and the feasibility of what is needed to meet those limits. The current draft permit contains a 1.0 part per million annual average limit.

In addition to performing the Feasibility Report a Wastewater Facility Plan needs to be conducted for the City to be eligible for the IEPA Loan Program for upcoming projects. An example of these projects is phosphorus removal which is currently budgeted in FY15/16 at a cost of \$1,000,000.00. Staff has been able to obtain loans using Facility Plan Updates but the last original Facility Plan was completed in 2002 and IEPA will no longer accept updates for loan approval process.

Therefore an engineering firm needs to be retained for conducting the study and plan. Requests were sent to six firms and all responded. The selection process was based on the proposals and qualifications of each firm. Proposals were evaluated independently by a four-member review team based on five categories. Two firms were selected as finalists and interviewed. As a result staff recommends the hiring of Trotter and Associates.

The exact contract amount will be provided at the Government Services Committee Meeting on May 27, 2014.

Attachments: *(please list)*

None.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve proposal for performing Wastewater Facility Plan and Feasibility Report and a Resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

<i>For office use only:</i>	<i>Agenda Item Number: 5.c</i>
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ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive the Formal Bid Procedure and Award Contract to Marc Kresmery Construction LLC for the Illinois Street Siphon Rehabilitation
Presenter:	John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$99,125	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

There are combinations of sewer lines that run underneath the river at several different locations in the City. Due to the configuration of these lines and the vaults they flow into these are referred to as siphons. These siphons are critical to maintaining flow in the sanitary sewers and not causing sewer backups on the west side of town. This is important to both future development and during rain events.

The Illinois Street siphon is the last phase of the three phase project and is located on Illinois Street with vaults on both the east side and west side of the river. The structures and associated piping has not been cleaned or inspected in over twelve years. The main reason for this is the configuration of the vaults, valves and pipe size.

At that time of the first phase staff requested proposals and only one responded, Marc Kresmery Construction. Subsequently Kresmery was approved by the Committee for the both the first and second phases and performed the work to specifications and only one change order. Therefore, staff recommends Kresmery Construction for the third phase of the project. Costs include flushing and televising of lines and replacement of valves.

Attachments: *(please list)*

Bid Waiver and Project Proposal

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the formal bid procedure and award contract to Marc Kresmery Construction LLC in the amount of \$99,125 and a Resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

<i>For office use only:</i>	<i>Agenda Item Number: 5.d</i>
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SECTION 00300

PROPOSAL

To the Mayor of the City of St. Charles, Illinois:

MARC KRESMERY CONSTRUCTION LLC
1725 WELD RD.
ELGIN, IL. 60123

1. Proposal of (*Name and Address of Contractor*) _____
_____ for the improvements designated in Paragraph A below for including:

A. The proposed improvement consists primarily of the following:

1. Replacement of valves and appurtenances.
 2. Cleaning existing siphon piping, including proper disposal of debris.
 3. Televising of existing siphon piping.
 4. Determination of required repairs to existing siphon piping.
2. The plans for the proposed improvement are those prepared Trotter and Associates, Inc., 40W201 Wasco Road, Suite D, St. Charles, Illinois 60175. Said plans are designated as Engineering Plans for "Illinois Street Siphon Rehabilitation – City of St. Charles, Illinois" and which cover the work described in Paragraph 1 above for the lump sum price of:

Lump Sum Price (in words) Ninety nine thousand, one hundred and twenty-five

_____ Dollars and Zero Cents.

Lump Sum Price (in figures) \$ 99,125.00

The above lump sum accounts for the all equipment, materials and labor required to complete the Work, and is detailed in the following breakdown:

Description of Work	Scheduled Value
Mobilization, Insurance & Traffic Control	\$ 5,000.00
East Side Valve Change	\$ 32,100.00
West Side Valve Change	\$ 19,636.00
Siphon Cleaning	\$ 25,700.00
Siphon TV	\$ 13,200.00
Valve Investigation	\$ 3,489.00
Grand Total	\$ 99,125.00

3. In submitting this Proposal, the undersigned acknowledges receipt of Addendum No.'s _____ through _____ (inclusive).
4. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
5. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
6. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the OWNER in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
7. The undersigned further agrees to execute a contract for this work and present the same to the OWNER within ten (10) days after the date of notice of the award of the contract to him.
8. The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
9. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the OWNER and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to **substantial completion** of the work within **Sixty (60) calendar days** and to **final completion** of the work within **Seventy-Five (75) calendar days** after the date of the "Notice to Proceed", unless additional time shall be granted by the ENGINEER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the OWNER from the undersigned by reason of inconvenience to the OWNER added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of OWNER's funds resulting

from the failure of the undersigned to complete the work within the time specified in the contract.

10. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the OWNER and shall be considered as payment of damages due to delay and other causes suffered by OWNER because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.

(If an Individual) Signature of Contractor: _____ (SEAL)

Business Address: _____

(If a Co-partnership) Firm Name _____ (SEAL)

Signature of Contractor _____

Business Address: _____

(Insert Names and addresses
of all members of the Firm)

MARC KRESMERY
CONSTRUCTION LLC



(If a Corporation) Corporate Name

Signature

[Handwritten Signature]

President Marc Kresmery, Manager

Attested by:

[Handwritten Signature]

Secretary Office manager

Business Address

(Insert Names of Officers)

Manager
President

Marc Kresmery

Office Manager
~~Secretary~~

Deborah Ventre

Treasurer

CERTIFICATE OF NON-DISQUALIFICATION

UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane County, Illinois, that

**MARC KRESMERY
CONSTRUCTION LLC**

(CONTRACTOR)

is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-3 or Sec. 33E-4 of the Illinois Revised Statutes.

**MARC KRESMERY
CONSTRUCTION LLC**

Name of Contractor

Signature

Marc Kresmery

Print/Type Name

Manager

Title

Subscribed and sworn to before me this 29th day of April, 2014.

Deborah A Ventre

Notary Public

6/9/2017

Commission Expires

Notary Seal



NOTE TO CONTRACTOR: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES CH. 65, SEC 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane County, Illinois, that

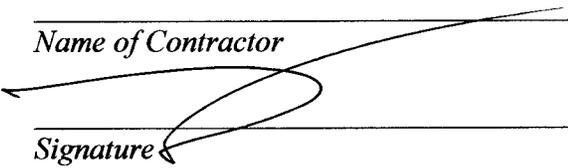
MARC KRESMERY
CONSTRUCTION LLC

(CONTRACTOR)

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

MARC KRESMERY
CONSTRUCTION LLC

Name of Contractor



Signature

Marc Kresmery

Print/Type Name

Manager

Title

Subscribed and sworn to before me this 29th day of April, 2014.



Notary Public
6/9/2017

Commission Expires

Notary Seal



CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane County, Illinois, that

**MARC KRESMERY
CONSTRUCTION LLC**

(CONTRACTOR)

shall comply with all local, state and federal safety standards.

**MARC KRESMERY
CONSTRUCTION LLC**

Name of Contractor

Signature

Marc Kresmery

Print/Type Name

Manager

Title

Subscribed and sworn to before me this 29th day of April, 2014.

Deborah A Ventre

Notary Public

6/9/2017
Commission Expires

Notary Seal



CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane County, Illinois, that

MARC KRESMERY
CONSTRUCTION LLC

(CONTRACTOR)

complies with the Illinois Human Rights Act as amended by Section 2 - 105, Public Act 87 - 1257 in relation to employment and human rights.

MARC KRESMERY
CONSTRUCTION LLC

Name of Contractor

Signature

Marc Kresmery

Print/Type Name

Manager

Title

Subscribed and sworn to before me this 29th day of April, 2014.

Deborah A Ventre

Notary Public

6/9/2017

Commission Expires

Notary Seal



END 00300



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Contract Addendum with Trotter & Associates for Services Related to the Main and Biosolids Project and Request Budget Addition for Funding Addendum
Presenter:	John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$155,000	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

Budget addition for additional fees.

Executive Summary:

Due to construction delays with the Biosolids Building project Trotter & Associates, Inc. (TAI), the consulting engineer, has requested a contract amendment for additional construction engineering fees in the amount of \$155,000 on a time and materials basis. This amount is for services starting from the original substantial completion date of February 7, 2014 to the revised projected final completion date of June 3, 2014.

The original contract was for a construction period of sixteen months. There have been approved time extensions totaling twenty-six (26) days. However, the contractor, Whittaker Construction is an additional sixty days beyond the original substantial completion date due to claimed weather, labor and equipment delays. Currently City and TAI staff are contesting these delays.

The City requires TAI's services through the completion of the project to observe continued construction activity, address punch list items, warranty and owner's manuals documents and project close-out with IEPA. City staff and TAI have put the Whittaker Construction on notice of potentially assessing liquidated damages as allowed in the contract. These funds would pay for the additional engineering fees, thus reimbursing the budget.

Attachments: *(please list)*

Change Order
Contract Amendment

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve contract addendum with Trotter & Associates, Inc. in the amount of \$155,000 and a budget addition in same amount and a Resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

<i>For office use only:</i>	<i>Agenda Item Number: 5.e</i>
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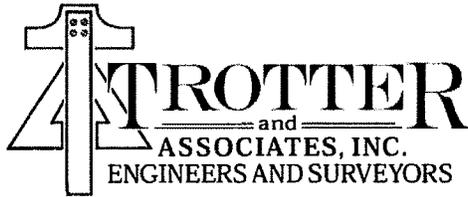


EXHIBIT D CONTRACT ADDENDUM

Project Name: 2012 Main and Sludge Handling Building Improvements

Project No. STC-076

Addendum No. 1

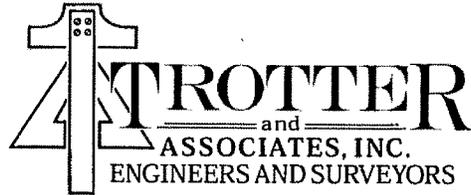
This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

1. Trotter and Associates, Inc is hereby authorized to continue construction engineering services on a time and material basis beyond the original date of Substantial Completion and Final Completion, until such time as the work is complete.

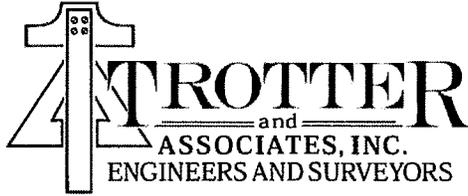
The continued scope of services shall include the following:

2. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
3. Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for



any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

5. **Defective Work.** Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. **Clarifications and Interpretations; Field Orders.** Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. **Change Orders and Work Change Directives.** Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. **Shop Drawings and Samples.** Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
9. **Substitutes and "or-equal."** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
10. **Inspections and Tests.** Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
11. **Disagreements between OWNER and Contractor.** Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. **Applications for Payment.** Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will



impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Contract Summary

Original Contract Amount	\$985,000.00
Changes Prior to This Change	\$0.00
Amount of This Change	\$155,000.00
Revised Contract Amount:	\$1,140,000.00

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to Engineer after execution.

CLIENT:

Engineer:

City of St. Charles, IL

Trotter and Associates, Inc.

Signed:

Title

Title

C.F.O.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Loan Program for the Water Tower and North 5 th Avenue Watermain Projects
Presenter:	John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The City is applying for a low interest loan through the IEPA's Public Water Supply Loan Program for several water system improvement projects. The following is a breakdown of the projects and costs to be funded. These costs include construction, construction engineering and a 15% contingency.

Red Gate Water Tower	\$ 4,689,500
N.5 th Ave Water Main Improvements	\$ 2,910,500
10 th St Water Tower Rehabilitation	\$ 492,200
Campton Hills Water Tower Rehabilitation	<u>\$ 841,800</u>
Total	\$ 8,934,000

The Red Gate Water Tower and N. 5th Ave Water Main are budgeted projects for FY 14-15. The 10th St. Water Tower and Campton Hills Water Tower Rehabilitation are tentatively budgeted for FY 16-17. It was the recommendation of the IEPA and our engineering consultants to include these projects in the loan approval at this time. This does not obligate the City in any manner for these two future projects. Separate loan agreements will be required after the projects have been approved through the FY 16-17 budget process.

The loan will be repaid from revenues of the water system over a twenty-year period at an estimated interest rate of 1.995%. The ordinance also authorizes the Mayor to execute loan agreements with the IEPA.

Attachments: *(please list)*

Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an Ordinance Authorizing the City to borrow funds from the Public Water Supply Loan Program and a Resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

<i>For office use only:</i>	<i>Agenda Item Number: 5.f</i>
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State of Illinois)
)
) SS.
Counties of Kane & DuPage)

CERTIFICATION

I, Christine Nilles, the undersigned, do hereby certify that I am the duly qualified and acting Deputy City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois, and as such City Clerk, I am the keeper of the records and files of the Mayor and City Council of the said city.

I do further certify that the foregoing constitutes a full, true and complete copy of Ordinance 2014-M-XX entitled:

An Ordinance Authorizing the City of St. Charles, Kane and DuPage Counties,
Illinois to Borrow Funds from the Public Water Supply Loan Program

I do further certify that the deliberations of the Mayor and City Council on the adoption of said document were taken openly; that the vote on the adoption of said document was taken openly; that said meeting was a regular meeting of the Mayor and the City Council, at which time a quorum was present; that said meeting was held at a specified time and place convenient to the public; that said meeting was held in strict accordance with the provisions of the Open Meetings Act, as amended, and that the Mayor and City Council have complied with all of the provisions of said Act and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereto affixed my official signature and the corporate seal of said city of St. Charles, Kane and DuPage Counties, Illinois, this ____st day of June 2014.

Deputy City Clerk

City of St. Charles, Illinois

Ordinance No. 2014 M-XX

An Ordinance Authorizing the City of St. Charles, Kane
and DuPage Counties, Illinois to Borrow Funds from the
Public Water Supply Loan Program

Adopted by the
City Council of
the
City of St. Charles
June 2, 2014

Published in pamphlet form by
authority of the City Council
of the City of St. Charles,
Kane and DuPage Counties,
Illinois, June 2, 2014

City Clerk

City of St. Charles, Illinois
Ordinance No. 2014-M- _ _ _ _ _

**An Ordinance Authorizing the City of St. Charles, Kane and DuPage
Counties, Illinois to Borrow Funds from the Public Water Supply Loan
Program**

WHEREAS, the City of St. Charles, Kane and DuPage Counties, Illinois (the "City"), operates its water supply system ("the System") in accordance with the provisions of the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) and the Local Government Debt Reform Act (30 ILCS 350/1 *et seq.*)(collectively "the Acts"); and

WHEREAS, the Mayor and City Council of the City ("the Corporate Authorities") have determined that it is advisable, necessary and in the best interest of the public health, safety and welfare to improve the System; and

WHEREAS, the Corporate Authorities desire to make Water Works System Improvements, together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project") all in accordance with the plans and specifications prepared by the consulting engineers of the City;

WHEREAS, the Project has a useful life in excess of twenty (20) years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$8,934,000 and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended (30 ILCS 305/0.01 *et seq.*), at the time of the issuance of the loan; and

WHEREAS, the principal and interest payments shall be payable semi-annually, and the loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Acts and other applicable laws, the City is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$8,934,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency.

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. Determination to Borrow Funds. The Corporate Authorities hereby find and determine that: (1) it is necessary and in the best interests of the City to construct and install the Project for the public health, safety and welfare, in accordance with the plans and

specifications, as described herein; (2) that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and other applicable laws; and (3) that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) in an amount not to exceed \$8,934,000.

SECTION 3. Additional Ordinances. The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law. However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. Loan Not Indebtedness of City. Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. Application for Loan. The Mayor is hereby authorized and directed to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set forth in 35 Ill. Adm. Code 662.

SECTION 6. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. Authorization of the City Officials to Execute Loan Agreement. The Mayor is hereby authorized and directed to execute a Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. Repealer. All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ___th day of June 2014.

PASSED by the City Council of the City of St. Charles, Illinois, this ___th day of June 2014.

APPROVED by the City Council of the City of St. Charles, Illinois, this ___th day of June 2014.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

State of Illinois)
)
Counties of Kane and DuPage) ss.

Certificate

I, NANCY GARRISON, certify that I am the duly elected and acting Municipal City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on June ____, 2014, the Corporate Authorities of such municipality passed and approved Ordinance No. 2014-M-____, entitled

"An Ordinance Authorizing the City of St. Charles,
Kane and DuPage Counties, Illinois to Borrow Funds
from the Public Water Supply Loan Program,"

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2014-M-____, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on June ____, 2014, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this _____ day of June 2014.

Municipal Clerk



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Red Gate Water Tower Logo Design Alternatives

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council

Estimated Cost:		Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

A part of the Red Gate Water Tower project scope is the design of a logo. City staff and EEI representatives have come up with several alternatives which are included in the attachment.

Staff is looking for direction on what alternative to utilize on the tower.

Attachments: *(please list)*

Water Tower Logo Designs

Recommendation / Suggested Action *(briefly explain):*

Request direction of water tower logo design

<i>For office use only</i>	<i>Agenda Item Number: 5.g</i>
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EEI

40
YEARS

Red Gate Water Tower



ST. CHARLES
SINCE 1834





ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Annual Doble Engineering Client Agreement

Presenter: Tom Bruhl

Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$27,090	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The use of Doble equipment to test substation equipment is an industry standard. The tests provide diagnostic information on equipment that is in-service that helps to identify failures before they happen. The tests are also valuable after an incident to prove equipment is adequate to be put back into service. In addition to city staff approval of this testing, an insurance adjustor noted on his evaluation that the city should Doble test our major assets. Doble testing of equipment was also a recommendation of the consultant doing our 10-year study. The agreement covers the cost of the equipment, transport cases, test leads, and support, including on-site individualized training. Since 2008, the city has performed many Doble tests on substation equipment using this test gear. The equipment identified the pending failure of two substation transformers prior to their ultimate demise, which saved the city from experiencing catastrophic failures and major outages. The Doble equipment is offered as a yearly lease, so this is a recurring item in our budget and will be a recurring agenda item on an annual basis.

Attachments: *(please list)*

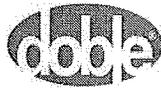
Doble Engineering Company Contract, Bid Waiver, Photo of Equipment in Use

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the formal bid procedure and approval of a resolution to authorize the Mayor and City Clerk to execute a contract with Doble Engineering Company to perform Doble Testing Services at a cost of \$27,090.

For office use only:

Agenda Item Number: 5.h



Contract No. 3927

Doble Engineering Company

TOGETHER WE POWER THE WORLD

April 18, 2014

St. Charles Municipal Electric Utility

Two East Main Street
St. Charles, IL 60174-1984

Dear Sir or Madam:

**RE: Doble Service & Equipment Agreement
December 10, 2008 - Amendment Number 7**

The current period of the agreement under which we are providing Engineering Service including the use of Doble test equipment will expire June 9, 2014. We shall be pleased to extend our Agreement for another One year(s) but with an adjustment in our annual rates as follows:

M4100 Insulation Analyzer with M4200 Controller	\$23,220.00
Doble Test Assistant	\$2,150.00
Trunk, M4300 Transport	\$420.00
TTR (Transformer Turns Ratio) Capacitor	\$380.00
Trunk, M4000	\$340.00
Trunk, M4200 Controller	\$330.00
M4300 Transport	\$250.00

We trust that you have continued to benefit from the use of our test equipment and services, and that it is your intention to extend our Agreement. Accordingly, we submit the following proposal for extension:

i. Amend Paragraph 2(a) of our Agreement to include the following Test Equipment and Contract Price:

1	M4100 Insulation Analyzer with M4200 Controller @ \$23,220.00	\$23,220.00
1	Doble Test Assistant @ \$2,150.00	\$2,150.00
1	Trunk, M4300 Transport @ \$420.00	\$420.00
1	TTR (Transformer Turns Ratio) Capacitor @ \$380.00	\$380.00
1	Trunk, M4000 @ \$340.00	\$340.00
1	Trunk, M4200 Controller @ \$330.00	\$330.00
1	M4300 Transport @ \$250.00	\$250.00

Annual Contract Price

\$27,090.00

Payable: Annually in Advance

All rates are FOB Watertown, MA

All other provisions and conditions of the Agreement remain unchanged.



Contract No. 3927

We hope that you will find our proposal acceptable. If so, please sign the form of confirmation and acceptance below, and return one executed copy to us. For faster processing please fax your Purchase Order and the signed Amendment back to us at 617 926-0528 (Attention: Contracts Department) and send originals by mail. The second original may be retained for your files.

A purchase order should be issued for record and billing purposes; the 'Bill to' address should be clearly noted on the order. To avoid any conflict between the printed conditions of your purchase order form and our Agreement, we request that the following wording be included in your order;

This order is issued for billing and record purposes only, and is not intended to affect the terms, provisions and conditions of the Doble Service and Equipment Agreement dated December 10, 2008 as extended and amended.

Please indicate on your purchase order whether your organization is taxable or non-taxable. If you are non-taxable, please furnish us your tax-exempt certificate.

We will appreciate your kind consideration of this revision, and we look forward to being of continued service to your organization.

Sincerely yours,
Doble Engineering Company

Sean FWJ Fowler, Esq.
Contracts Department

In duplicate; Confirmed and Accepted:
St. Charles Municipal Electric Utility

A Purchase Order is ___ / is not ___ required for billing.
Please attach applicable documentation.

By: _____
(Signature)

Purchase Order/Contract
No. _____

(Print or Type Name)

Billing
Instructions: _____

(Title)

(Date)

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:

Doble Engineering Company
C/O Lehman Company
799 Roosevelt Road, Building 2, Suite 208
Glen Ellyn, IL 60137

For the purchase of: Doble Test Equipment

At a cost not to exceed: \$27,090

Reason for the request to waive the bid procedure: Unique product. There are no known equivalent alternatives.

Other Quotations Received: None

Date: 05/27/14

Requested by: T. Bruhl

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: Recommendation to Approve a Budget Addition for Electric Utility Work Related to the Chicago Mold and Tool Addition at 3620 Swenson Avenue

Presenter: Tom Bruhl

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 05.27.14
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$55,000	Budgeted:	YES	<input type="checkbox"/>	NO	X
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If NO, please explain how item will be funded:

Revenues from customer

Executive Summary:

The Electric Utility does not normally budget for new business work given the uncertainty of some projects. The Electric work related to the building addition at 3620 Swenson Avenue was not budgeted in the Fiscal Year 15 budget. The project now appears certain as they have submitted plans to Building and Code Enforcement. This is a reimbursable project and these funds will be offset 100% by revenue from the customer.

Attachments: *(please list)*

Budget Revision Form

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a budget addition for electric utility work related to the Chicago Mold and Tool building addition at 3620 Swenson Avenue.

For office use only:

Agenda Item Number: 5.i



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Catch Basin Cleaning Maintenance Program with United Septic, Inc.

Presenter: Chris Adesso

Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$65,000.00	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

City staff solicited vendors to assist with Storm Sewer Catch Basin Cleaning Services. A Request for Quotation for these Services was issued to three (3) separate contractors. The request for quotation's included Specifications, Available Services (Storm Sewer Catch Basin Maps) and Acceptable Equipment to perform the required work. Proposers will be compensated based on a cost per quantity of Storm Structure either cleaned or checked.

Two of the Three contractors submitted quotations. United Septic, Inc. is the most cost competitive and most qualified contractor based on their response. United Septic has successfully completed work for the City of St. Charles and for many other local communities and has the proper equipment to fulfill the agreement and meets all of the specifications and qualifications. Their contract will not exceed the \$65,000 budget. United Septic was awarded this work last year and elected to submit pricing for this year's services with a zero cost increase.

Attachments: *(please list)*

Catch Basin Cleaning Quotation Summary
Bid Waiver

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Catch Basin Cleaning Maintenance Program with United Septic, Inc. and waive the formal bidding process.

For office use only:

Agenda Item Number: 5.j

STORM SEWER CATCH BASIN CLEANING SERVICES

RFQ Results

May, 2014

BID ITEMS			PROPOSERS (RFP RESULTS)					
EST. QUANTITY	WIDTH (Feet)	TYPE (Structure)	United Septic		American Underground		Visu Sewer	
			Unit Price	Total Base Bid	Unit Price	Total Base Bid	Unit Price	Total Base Bid
BASE BID (CHECKED & CLEANED)								
300	2-6 Feet	Manhole	\$96.00	\$28,800.00	\$100.00	\$30,000.00	\$0.00	\$0.00
300	2-6 Feet	Catch Basin	\$96.00	\$28,800.00	\$100.00	\$30,000.00	\$0.00	\$0.00
300	2 Feet	Inlet	\$25.00	\$7,500.00	\$25.00	\$7,500.00	\$0.00	\$0.00
TOTALS (Base Bid)		0		\$65,100.00		\$67,500.00		\$0.00

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:

United Septic, Inc.
1327 W. Beecher Rd.
Bristol, IL 60512

For the purchase of: Catch Basin Cleaning Services for Fiscal Year 2014/ 2015.

At a cost of: \$ 65,000.00

Reason for the request to waive the bid procedure:

United Septic has been providing excellent service to the City of St. Charles through the first three (3) cycles of the this four (4) cycle program and has the most competitive pricing as illustrated through the quoting process.

Other Quotations Received: 2

Date: 05/27/2014

Requested by: Chris Adesso

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:	Recommendation to Approve Water Main Break Asphalt Patching Contract with Geneva Construction Company
Presenter:	Chris Adesso

Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$8.00/SF	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The Public Services Division has identified approximately 25 locations in Asphalt Roadways throughout the City where the water main had to be excavated to make required repairs to the utility. Due to the immediacy of these repairs and the volume of roadway work the Public Services Division is currently undertaking, it has been deemed necessary to utilize contractual assistance to complete these repairs. Staff solicited four (4) qualified, local vendors for quotation to complete the estimated quantity of repairs and received the following results:

Vendor	Est. Quan.	Unit	Unit Price	Est. Total Cost	2 Week Availability
Damico Paving	5400	SF	\$7.92	\$42,768.00	NO
Geneva Construction	5400	SF	\$8.00	\$43,200.00	YES
Hardin Paving Services	5400	SF	\$9.20	\$49,680.00	YES
Evans & Sons Blacktop	5400	SF	\$10.07	\$54,378.00	NO

Due to a lack of availability of the lowest quoting contractor, we are requesting that the contract be awarded to second lowest, Geneva Construction for the unit price of \$8.00/SF. The estimated cost differential between the two lowest contractors is \$0.08/SF.

Attachments: *(please list)*

Bid Waiver

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the formal bid procedure and approve a Water Main Break Asphalt Patching Contract with Geneva Construction.

<i>For office use only:</i>	<i>Agenda Item Number: 5.k</i>
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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:

Geneva Construction
PO Box 998
Aurora, IL 60507

For the purchase of: Street Patching for Water Main Break Repairs in Roadway.

At a cost of: \$ 8.00/SF

Reason for the request to waive the bid procedure:

The Public Service Division has identified more than 25 roadway repairs due to Water Main Utility Construction in the Roadway that are very time sensitive. Due to the immediacy of these repairs and the volume of Roadway work Public Services is currently self-performing, it was deemed necessary to utilize contractual assistance.

Other Quotations Received: 3

Date: 05/27/2014

Requested by: Chris Adesso

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:	Recommendation to Approve Modification of City Code in Regard to Placement of Yard Waste on City Right of Way
Presenter:	Peter Suhr

Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The Public Works Department has been receiving some recent complaints from our customers in regard to the placement of yard waste on the public right of way. The current Municipal Code does not clearly specify that yard waste shall be placed “adjacent to” and on the address side of the property from where the yard waste is from. Several residents gather yard waste from their property; then place their yard waste in front of a neighbor’s property to be collected. The suggested modification in the Municipal Code will help staff to monitor the situation and take necessary action if needed.

Attachments: *(please list)*

Ordinance amending Municipal Code

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve amendment of the St. Charles Municipal Code Title 8 “Garbage and Refuse”, Section 8.24.030 “Collection Services” in Regard to Placement of Yard Waste on City Right of Way.

For office use only:

Agenda Item Number: 5.1

City of St. Charles, Illinois

ORDINANCE NO. 2014-M-_____

An Ordinance amending title 8 "Garbage and Refuse", Section 8.24.030 "Collection Services" of the St. Charles Municipal Code

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

SECTION ONE: That Title 8 "Garbage and Refuse", Section 8.24.030 "Collection Services", of the St. Charles Municipal Code, be and is hereby amended as follows:

A. Location for pickup

1. Dwellings of 6 or less units:

- a. All single-family dwellings and multi-family dwellings comprised of six (6) or less units (not in a complex of more than six units) shall be picked up at the curbside, unless otherwise requested by building owner and authorized by the Director of Public Works or designee.

A. Location for pickup

1. Dwellings of 6 or less units:

- a. All single-family dwellings and multi-family dwellings comprised of six (6) or less units (not in a complex of more than six units) shall be picked up at up at the curbside, unless otherwise requested by building owner and authorized by the Director of Public Works or designee. If available, Yard Waste shall be placed on the parkway, adjacent to and on the address side of the property from where the yard waste is gathered. If a parkway is not available adjacent to a property or on the address side of a property, the Director of Public Works or designee shall identify an area for collection.

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

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

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2014.

PASSED by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2014.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2014.

Raymond P. Rogina, Mayor

ATTEST:

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____