

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

**MONDAY, OCTOBER 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.
- 4. PUBLIC WORKS DEPARTMENT**
 - a. Presentation of and Recommendation to Approve Contractual Services for 2014/2015 Snow/Ice Removal Program.
 - b. Recommendation to approve a Purchase Order with Rush Truck/Chicago International for Non-Stocked Heavy Duty Vehicle Parts and Repairs.
 - c. Recommendation to approve a Purchase Order with Zimmerman Ford for Non-Stocked Automotive Parts and Vehicle Repairs.
 - d. Recommendation to approve a Budget Addition for Electric Utility Work related to Midwest Powder Coating Upgrade located at 3945 Swenson.
 - e. Recommendation to Approve a Budget Addition for Electric Utility Work Related to New Buona Beef (old Deck Yard).
 - f. Recommendation to Approve License Agreement and Resolution for Jalapeno Grill Refuse Enclosure
 - g. Recommendation to Reject Bids for Sewer Lining Project.
 - h. Discussion of a Proposed Painting Project for the Jones Law Office.

5. FIRE DEPARTMENT

- a.** Recommendation to approve the First Addendum to the MABAS Master Agreement and Authorization of the Mayor and City Clerk to Execute Same.

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 10.27.14 |
| <input type="checkbox"/> | Planning & Development | | City Council |
| <input type="checkbox"/> | Public Hearing | | |

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

If NO, please explain how item will be funded:

Executive Summary:

For information only.

Attachments: *(please list)*

September 2014 Outage Report.

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only:

Agenda Item Number: 3.a



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

| | |
|------------|--|
| Title: | Presentation of and Recommendation to Approve Contractual Services for 2014/2015 Snow /Ice Removal Program |
| Presenter: | Chris Adesso |

Please check appropriate box:

| | | | |
|--|------------------------|---|--------------------------------|
| | Government Operations | X | Government Services 10.27.2014 |
| | Planning & Development | | City Council |
| | Public Hearing | | |

| | | | | | | |
|-----------------|----------|-----------|-----|---|----|--|
| Estimated Cost: | \$95,000 | Budgeted: | YES | X | NO | |
|-----------------|----------|-----------|-----|---|----|--|

If NO, please explain how item will be funded:

Executive Summary:

City staff has solicited vendors to assist with snow removal operations for City streets, sidewalks, parking lots, and cul-de-sacs. A Request for Proposal (RFP) for Snow & Ice Removal Services was issued to twenty (20) qualified contractors and we received proposals from eight (8) vendors. The RFP included Detailed Specifications, Available Services (Snow Routes) and Acceptable Equipment to perform the required work. Proposers will be compensated based on an hourly rate for use of the specified equipment. The vendors will be awarded a single year contract with the option for the City to extend their contract on a yearly basis for up to 2 additional years.

Staff is recommending to utilize seven (7) contractors to help support our Snow Program including TK Sealcoating, CK Hager Excavating, Inc., Skyline Tree Service, Schollmeyer Landscape, Clean Sweep Environmental, Cornerstone Partners, and Countywide Landscaping. Each of the recommended contractors has a provided quality references and evidence of professional experience in snow removal work and most have a successful history with the City. Each of the recommended contractors has over five years experience, provided competitive pricing, will be utilizing the proper equipment and have met all of our qualifications and specifications provided in the RFP.

Included is a copy of the proposed route assignments for each vendor and a detailed breakdown of each contractors hourly rates.

Attachments: *(please list)*

RFP Results and Recommendations Sheet

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Request for Proposals (RFP's) based on Hourly Rates per Equipment as shown on attached RFP Results and Recommendations sheet.

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

SNOW & ICE REMOVAL SERVICES

Proposed Routes for Vendors
2014-2015

| SNOW & ICE REMOVAL SERVICES | | | | | | | | | | |
|---|-------------------------|----------------|-------------|-----------------------|---------------------------|--------------|----------------------|------------------------|--|--|
| Proposed Routes for Vendors 2014-2015 | | | | | | | | | | |
| BID ITEMS | PROPOSERS (RFP RESULTS) | | | | | | | | | |
| CONTRACTORS | Skyline Tree Service | TK Sealcoating | Schollmeyer | Countryside Landscape | Clean Sweep Environmental | CH Hager | Cornerstone Partners | Countywide Landscaping | | |
| EQUIPMENT / VEHICLES (Cost per Hour) | | | | | | | | | | |
| Semi Truck | | | | | \$ 125.00 | \$ 110.00 | | | | |
| 6 Wheeler | | | | | \$ 110.00 | \$ 100.00 | | | | |
| 3 Ton | | | | | \$ 95.00 | | | | | |
| 1 Ton | | \$ 137.05 | | \$ 163.00 | \$ 95.00 | \$ 100.00 | \$ 90.00 | \$ 90.00 | | |
| Pick-Up Truck | \$ 120.00 | \$ 127.05 | | \$ 162.00 | \$ 95.00 | \$ 90.00 | \$ 85.00 | \$ 90.00 | | |
| Endloader | | | | \$ 238.00 | \$ 150.00 | \$ 160.00 | | | | |
| Backhoe | | | | | \$ 150.00 | \$ 145.00 | | | | |
| Skidsteer | | \$ 148.00 | | \$ 220.00 | \$ 125.00 | \$ 120.00 | \$ 125.00 | \$ 100.00 | | |
| SIDEWALKS & PATHS (Cost per Hour) | | | | | | | | | | |
| Sidewalks & Paths | \$ 100.00 | n/a | \$ 62.00 | \$ 177.00 | n/a | n/a | n/a | \$ 68.00 | | |
| % INCREASE FOR 2015/ 2016 & 2016/ 2017 SEASONS | | | | | | | | | | |
| % Increase 2015/ 2016 | 2.50% | 2.00% | 2.50% | 0.00% | n/a | 3.00% | 4.00% | n/a | | |
| % Increase 2016/ 2017 | 2.50% | 2.00% | 2.50% | 5.00% | n/a | 5.00% | 4.00% | n/a | | |
| AVAILABLE SERVICES | | | | | | | | | | |
| Sidewalks & Paths | | | X | | | | | | | |
| Parking Lots & Decks | | | | | X | | | | | |
| PW Facility | | | | | X | | | | | |
| Blue Cul-De-Sacs | | | | | | | X | | | |
| Green Cul-De-Sacs | X | | | | | | | | | |
| Purple Cul-De-Sacs | | | | | | | X | | | |
| Brown Cul-De-Sacs | | | | | | X | | | | |
| Yellow Cul-De-Sacs | | | | | | | | X | | |
| Orange Cul-De-Sacs | X | | | | | | | | | |
| Red Cul-De-Sacs | | X | | | | | | | | |
| Emerald Cul-De-Sacs | | X | | | | | | | | |
| Alleys | | | | | | | | X | | |
| Zones | | | | | | | | | | |
| Zone 1 | | | | | | | | | | |
| Zone 2 | | | | | | | | | | |
| Zone 3 | | | | | | | | | | |
| Zone 4 | | | | | | | | | | |
| Zone 5 | | | | | | | | | | |
| Zone 6 | | | | | | | | | | |
| Zone 7 | | | | | | | | | | |
| Zone 8 | | | | | | | | | | |
| Zone 9 | | | | | | | | | | |
| Zone 10 | | | | | | | | | | |
| Zone 11 | | | | | | | | | | |
| Zone 12 | | | | | | | | | | |
| Zone 13 | | | | | | | | | | |
| (ALTERNATE) White Bulk Salt | | | | | | | | | | |
| White Bulk Salt (Qty 250 Tons) | n/a | n/a | n/a | n/a | n/a | \$175.00/ton | \$128/ton | n/a | | |



LOWEST BID



PROPOSED AWARDED CONTRACTOR FOR AVAILABLE SERVICE



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve a Purchase Order with Rush Truck/Chicago International for Non-Stocked Heavy Duty Vehicle Parts and Repairs

Presenter: Chris Adesso

Please check appropriate box:

| | | | |
|--------------------------|------------------------|-------------------------------------|--------------------------------|
| <input type="checkbox"/> | Government Operations | <input checked="" type="checkbox"/> | Government Services 10.27.2014 |
| <input type="checkbox"/> | Planning & Development | <input type="checkbox"/> | City Council |
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | |

| | | | | | | |
|-----------------|----------|-----------|-----|-------------------------------------|----|--------------------------|
| Estimated Cost: | \$40,000 | Budgeted: | YES | <input checked="" type="checkbox"/> | NO | <input type="checkbox"/> |
|-----------------|----------|-----------|-----|-------------------------------------|----|--------------------------|

If NO, please explain how item will be funded:

Executive Summary:

We are asking for approval to issue an open/blanket purchase order with our local International dealer, Rush Truck, for non-stocked genuine International heavy duty trucks parts for vehicle maintenance and repairs. All parts would be purchased on an as needed basis to repair our International fleet and for select vehicle repairs and diagnostic troubleshooting. We are estimating the overall cost of parts and repairs from Rush Truck to be about \$40,000, with the unit costs of the parts varying depending on the part itself.

Attachments: *(please list)*

Bid Waiver

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an open purchase order with Rush Truck.

For office use only:

Agenda Item Number: 4.b

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:

Rush Truck/Chicago International.
575 St. Paul Blvd.
Carol Stream, IL 60188

For the purchase of: Genuine International Truck Parts & Repairs

At a cost of: \$ 40,000

Reason for the request to waive the bid procedure: Rush Truck is a local heavy duty truck dealer and shop that has been providing parts and services to the City of St. Charles for many years. Rush Truck has always provided excellent service and provides us with non-stock Genuine International Parts at the most competitive rates. Their close proximity to our Fleet Department allows for quick and easy parts pick-up and service to the various International Trucks we own.

Other Quotations Received: None

Date: 10/27/2014

Requested by: _____

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 Purchase Order with Zimmerman Ford for Non-Stocked Automotive Parts and Vehicle Repairs

Presenter: Chris Adesso

Please check appropriate box:

| | | | |
|--------------------------|------------------------|-------------------------------------|--------------------------------|
| <input type="checkbox"/> | Government Operations | <input checked="" type="checkbox"/> | Government Services 10.27.2014 |
| <input type="checkbox"/> | Planning & Development | <input type="checkbox"/> | City Council |
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | |

| | | | | | | |
|-----------------|----------|-----------|------------------------------|---------------------------------------|-----------------------------|--------------------------|
| Estimated Cost: | \$40,000 | Budgeted: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> X | <input type="checkbox"/> NO | <input type="checkbox"/> |
|-----------------|----------|-----------|------------------------------|---------------------------------------|-----------------------------|--------------------------|

If NO, please explain how item will be funded:

Executive Summary:

We are asking for approval to issue an open/blanket purchase order with our local Ford dealer, Zimmerman Ford, for non-stocked genuine Ford automotive parts for vehicle maintenance. We have purchased these parts from Zimmerman Ford for years but on separate purchase orders. All parts would be purchased on an as needed basis to repair our Ford fleet vehicles (cars, SUV's and light duty trucks). We also utilize Zimmerman Ford for select vehicle repairs and diagnostic troubleshooting. We are estimating the overall cost of automotive parts and repairs from Zimmerman Ford to be about \$40,000, with the unit costs of the parts varying depending on the part itself.

Attachments: *(please list)*

Bid Waiver

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve an open purchase order with Zimmerman Ford

For office use only:

Agenda Item Number: 4.c

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:

Zimmerman Ford, Inc.
2525 E. Main Street
St. Charles, IL 60174

For the purchase of: Genuine Ford Automotive Parts

At a cost of: \$ 40,000

Reason for the request to waive the bid procedure: Zimmerman Ford is a local automotive dealer and shop that has been providing parts and services to the City of St. Charles for many years. Zimmerman has always provided excellent service and provides us with non-stock Genuine Ford Parts at the most competitive rates. Their close proximity to our Fleet Department allows for quick and easy parts pick-up and service to the various Ford Trucks we own.

Other Quotations Received: None

Date: 10/27/2014

Requested by: _____

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 Midwest Powder Coating Upgrade at 3945 Swenson Avenue

Presenter: Tom Bruhl

Please check appropriate box:

| | | | |
|-------------------------------------|------------------------|---|------------------------------|
| <input checked="" type="checkbox"/> | Government Operations | X | Government Services 10.27.14 |
| <input type="checkbox"/> | Planning & Development | | City Council |
| <input type="checkbox"/> | Public Hearing | | |

| | | | | | | |
|-----------------|----------|-----------|-----|--------------------------|----|---|
| Estimated Cost: | \$58,000 | Budgeted: | YES | <input type="checkbox"/> | NO | X |
|-----------------|----------|-----------|-----|--------------------------|----|---|

If NO, please explain how item will be funded:

Revenues from Developer

Executive Summary:

The Electric work related to modifying and upgrading our underground distribution system to serve the new requirements at 3945 Swenson Avenue was not budgeted in the FY 2015 budget, as this was an emergent project. The project now appears certain. This is a reimbursable project and these funds will be offset 100% by revenue from the developer. The net change to the Electric budget is zero due to an equal addition to the revenue budget.

Attachments: *(please list)*

Budget Revision Form

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a budget addition in the amount of \$58,000 for electric work related to upgrade work for Midwest Powder Coating at 3945 Swenson Avenue.

For office use only:

Agenda Item Number: 4.d

BUDGET REVISION REQUEST FORM

Department: Electric

Date Requested: October 27, 2014

Purpose of Request/Comments (Attach additional pages if necessary)

Add funds to Electric budget for purpose of procuring material for proposed
upgrade by Midwest Powder Coating at 3945 Swenson Avenue.

The net change to the Electric Budget will be zero due to an offsetting addition to the
revenue budget.

Equal Dollar Transfer

Amount _____

Account Numbers

| | | | |
|-----------------|----------------|-----------------|----------------|
| <i>From</i> | | <i>To</i> | |
| Accounting | | Accounting | |
| Unit: _____ | Account: _____ | Unit: _____ | Account: _____ |
| Activity: _____ | | Activity: _____ | |

Addition (or Decrease) to Department Budget

Accounting
Unit: 200521 Account: 56205 Amount \$58,000

Activity: C261501513

Originator: T Bruhl

October 27, 2014
Date

Department Head: _____

_____ Date

Dir. Of Finance/Administration: _____

_____ Date

| | |
|------------------------------|-------|
| For Finance Use Only | |
| Revision entered and updated | _____ |
| | Date |
| By: _____ | |



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Budget Addition for Electric Utility Work Related to New Buona Beef (old Deck Yard)

Presenter: Tom Bruhl

Please check appropriate box:

| | | | |
|-------------------------------------|------------------------|---|------------------------------|
| <input checked="" type="checkbox"/> | Government Operations | X | Government Services 10.27.14 |
| <input type="checkbox"/> | Planning & Development | | City Council |
| <input type="checkbox"/> | Public Hearing | | |

| | | | | | | |
|-----------------|----------|-----------|-----|--------------------------|----|---|
| Estimated Cost: | \$35,000 | Budgeted: | YES | <input type="checkbox"/> | NO | X |
|-----------------|----------|-----------|-----|--------------------------|----|---|

If NO, please explain how item will be funded:

Revenues from Developer

Executive Summary:

The Electric work related to extending our underground distribution system to serve this new, two building development was not budgeted in the FY 2015 budget as this was an emergent project. The project now appears certain. This is a reimbursable project and these funds will be offset 100% by revenue from the developer. The net change to the Electric budget is zero due to an equal addition to the revenue budget.

Attachments: *(please list)*

Budget Revision Form

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a budget addition in the amount of \$35,000 for electric work related to providing service to a new Buona Beef development at the old Deck Yard.

For office use only:

Agenda Item Number: 4.e

BUDGET REVISION REQUEST FORM

Department: Electric

Date Requested: October 27, 2014

Purpose of Request/Comments (Attach additional pages if necessary)

Add funds to Electric budget for purpose of procuring material for proposed two building development of the old Deck Yard site.

The net change to the Electric Budget will be zero due to an offsetting addition to the revenue budget.

Equal Dollar Transfer

Amount _____

Account Numbers

| <i>From</i> | | <i>To</i> | |
|-----------------|----------------|-----------------|----------------|
| Accounting | | Accounting | |
| Unit: _____ | Account: _____ | Unit: _____ | Account: _____ |
| Activity: _____ | | Activity: _____ | |

Addition (or Decrease) to Department Budget

Accounting
Unit: 200521 Account: 56205 Amount \$35,000

Activity: C261502611

Originator: T Bruhl October 27, 2014
Date

Department Head: _____
Date

Dir. Of Finance/Administration: _____
Date

For Finance Use Only

Revision entered and updated _____
Date

By: _____



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve License Agreement and Resolution for Jalapeno Grill Refuse Enclosure

Presenter: John Lamb

Please check appropriate box:

| | | | |
|--|------------------------|---|------------------------------|
| | Government Operations | X | Government Services 10.27.14 |
| | Planning & Development | | City Council |
| | Public Hearing | | |

| | | | | | | |
|-----------------|----|-----------|-----|--|----|--|
| Estimated Cost: | NA | Budgeted: | YES | | NO | |
|-----------------|----|-----------|-----|--|----|--|

If NO, please explain how item will be funded:

Executive Summary:

The Jalapeno Grill Restaurant located at 602 Geneva Road requires a license agreement for a refuse enclosure to be placed on the City right-of-way. The restaurant has insufficient interior storage space for the containers and does not have another location for enclosure. There are currently other license agreements for refuse enclosures in the city right-of-way.

The Jalapeno Grill enclosure will be located in the city right-of-way along 1st Street on the east side of their building. There is no sidewalk along this area. The enclosure will be sixteen feet long and eight feet wide. The license agreement stipulates what space can be used in the right of-way. The enclosure plans will be reviewed by city staff and built to applicable codes. Jalapeno Grill is responsible for paying for all enclosure costs and future maintenance.

Attachments: *(please list)*

License Agreement
Ordinance Resolution

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve License Agreement with Jalapeno Grill for refuse enclosure on City right-of-way and a Resolution Authorizing the Mayor and Clerk to execute the same.

For office use only:

Agenda Item Number: 4.f

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF ST. CHARLES TO EXECUTE A CERTAIN LICENSE AGREEMENT – 602 GENEVA ROAD

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and Du Page Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Non- Exclusive License Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the City of St. Charles.

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.

Mayor Raymond P. Rogina

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2014, by and between the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (hereinafter "CITY"), and Fredrick W. Kohlert (hereinafter "OWNER"; the CITY and the OWNER sometimes hereinafter referred to individually as "Party" and collectively as the "Parties");

WITNESSETH:

WHEREAS, OWNER is the owner of a restaurant known as Jalapeno Grill, located at 602 Geneva Road, St. Charles, such property being legally described in Exhibit A, attached hereto and incorporated herein (hereinafter "Owner's Real Estate"); and

WHEREAS, CITY is the owner of the public right of way known as S. 1st Street, located adjacent to the Owner's Real Estate and legally described in Exhibit B attached hereto and incorporated herein (hereinafter "S. 1st Street Right-of-Way"); and

WHEREAS, OWNER is obligated pursuant to Section 8.24.026 of the St. Charles Municipal Code to construct an approved trash receptacle enclosure and has requested that it be located within the S. 1st Street Right-of-Way, and

WHEREAS, the proposed trash receptacle enclosure (the "Encroachment") shall encroach no more than 16 feet in length and 8 feet in width, as depicted on Exhibit B (the "License Area"); and

WHEREAS, the City is willing to permit the existence of the Encroachment within the License Area under certain conditions and restrictions stated below, and OWNER agrees to abide by those conditions and restrictions in exchange for CITY's grant of a license.

NOW, THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby acknowledge, the Parties hereto hereby agree as follows:

1. The CITY hereby grants to the OWNER a non-exclusive license (the "License") over, under and upon the License Area for the sole purpose of constructing and maintaining the Encroachment. The Encroachment shall not be expanded, added to or enlarged without the written consent of the CITY. The OWNER shall obtain all necessary permits from the CITY prior to construction of the Encroachment.

2. The repair and maintenance of the Encroachment and License Area shall be the sole responsibility of the OWNER. Should the OWNER fail to repair or maintain the Encroachment and/or License Area in accordance with applicable laws, regulations and ordinances ("Applicable Laws"), written notice of such failure shall be served upon OWNER by the CITY. If after 30 days or as may be reasonably be extended by the CITY, OWNER does not cure said failures then the CITY shall have the right to repair or maintain the Encroachment. Costs for all CITY expenses including, but not limited to, staff time and attorneys fees shall be the responsibility of the OWNER and shall be paid within in 30 days of receipt of a written invoice from the CITY. If costs are not paid, said amounts shall constitute a lien against the Owner's Real Estate.

3. Neither the OWNER, nor his tenants, agents, independent contractors nor employees shall suffer or permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach or be against the License Area, or any portion thereof. The OWNER shall promptly pay all contractors, sub-contractors or material men providing work or materials for the Encroachment.

4. This License shall automatically terminate in the event that Jalapeno Grill closes or if the Owner's Real Estate is ever damaged or destroyed to the extent that requires replacement or relocation.

Either party may terminate this License without cause upon sixty (60) days written notice.

The CITY may terminate this License for cause without liability by giving no less than ten (10) days written notice of termination, which termination shall be effective on the effective date for termination set forth in that termination notice. For the purposes of this provision, “for cause” shall mean the OWNER’S failure to comply with of the terms or conditions set forth herein.

Termination of this License shall not be the CITY’S exclusive remedy. Nothing contained herein shall preclude the CITY from enforcing any provision of the St. Charles Municipal Code against the OWNER in any administrative or judicial proceeding.

Upon termination of this License, the OWNER shall restore the License Area to pre-license conditions, including, but not limited to, removal of all improvements installed by the OWNER. Such restoration shall be completed within ninety (90) days of the notice of termination.

5. OWNER and his successors and assigns, hereby agrees to, and does, hold the CITY, its officials, officers, employees, and agents, harmless from any claim or damages caused to the Encroachment, or any part thereof, caused by work performed by the CITY, its officials, officers, employees, and agents within the License Area.

6. OWNER agrees to pay all costs incurred by the CITY in connection with this Agreement, including but not limited to attorney fees prior to the execution of this Agreement. In addition, should any real estate taxes be assessed against the License Area, the OWNER shall be responsible for the cost thereof.

7. The term of this License shall be for a period of five (5) years from the date set forth above unless earlier terminated pursuant to Section 4. This License shall be subject to automatic renewal for additional five (5) year periods unless either party shall give written notice of non-renewal to the other party not less than sixty (60) days prior to the expiration of the then current five (5) year term.

8. As additional consideration for the CITY’S consent to this License Agreement, OWNER agrees to indemnify, defend and hold the CITY harmless from any cause of action and all costs and expenses including but not limited to attorney’s fees and court costs that may arise from the use of the Encroachment whether by the OWNER, its agents or employees or by the general public and shall add CITY as an additional insured on any general comprehensive liability policy carried by the OWNER covering said perils. OWNER shall provide CITY with proof of such insurance with a limit of not less than \$1,000,000 per occurrence provided on an occurrence basis, and commercial umbrella coverage with a limit of not less than \$5,000,000 in excess and umbrella coverage throughout the term of this License Agreement at the time of the execution of this License Agreement.

9. AUTHORITY – The OWNER has read this License Agreement and understands its content and represents that he has authority to sign same on behalf of all co-owners of the property.

10. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Illinois.

11.0. The Parties hereby agree that any state court located in Kane County, Illinois shall have jurisdiction to adjudicate any dispute between the parties hereto which arises out of or in connection with this Agreement. The Parties further agree that only the aforementioned court shall be eligible for use by the parties for purposes of trial level proceedings, with such election constituting an exclusive forum selection.

12. Nothing contained in this Agreement or in the exhibits attached hereto, shall be deemed to create the relationship of principal or agent, or of limited or general partnership, or of joint venture, or of any association or other relationship between the Parties. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement.

13. All notices and other communications required under this Agreement shall be in writing and may be given by any of the following methods: (i) personal delivery; (ii) registered or certified mail, postage prepaid, return receipt requested; or (iii) overnight delivery service. Notices shall be sent to the appropriate party at its address given below (or at such other address for such party as shall be specified by notice given hereunder):

If to the City:

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

If to the Licensee:

Fredrick W. Kohlert
Jalapeno Grill
602 Geneva Road
St. Charles, IL 60174

With a copy to:

John M. McGuirk
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
1001 East Main Street, Suite G
St. Charles, IL 60174

14. The failure (with or without intent) of any party to insist upon the strict performance by any other party of any provision of this Agreement shall not be deemed to constitute a modification of any of the provisions hereof, or a waiver of the right to insist at any time thereafter upon performance strictly in accordance with the provisions of this Agreement. No waiver of any term, condition or provision shall operate as a waiver of any other term, condition or provision under this Agreement and no waiver of any term, condition or provision shall operate as a continuing waiver.

15. This Agreement may be amended only by the written agreement of the Parties, as approved and as provide for by law.

Fredrick W. Kohlert

By: _____

CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois

By: _____
Mayor Raymond P. Rogina

ATTEST:

City Clerk



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Reject Bids for Sewer Lining Project

Presenter: John Lamb

Please check appropriate box:

| | | | |
|--|------------------------|---|------------------------------|
| | Government Operations | X | Government Services 10.27.14 |
| | Planning & Development | | City Council |
| | Public Hearing | | |

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

If NO, please explain how item will be funded:

Executive Summary:

City staff went out to bid for the annual Sanitary and Storm Sewer Lining Project. Bids were opened on September 16, 2014 and reviewed by staff. Three bids were submitted. However, the bid amounts significantly exceed the budgeted amounts for this project. These figures are on the summary.

Staff intends to go out to bid again for the project in spring of 2015 and will re-budget these funds in the new budget year.

Attachments: *(please list)*

Bid Summary

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Reject Bids for the Sanitary and Storm Sewer Lining Project.

For office use only:

Agenda Item Number: 4.g

**City of St. Charles Sanitary and Storm Sewer Lining Project
Bid Summary – September 2014**

| | Budget Amount | Michels Pipe Service | Insituform Technologies | Visu-Sewer | |
|-----------------------|---------------|----------------------|-------------------------|----------------|--|
| Sanitary Sewer Amount | \$310,000.00 | \$529,458.00 | \$557,060.00 | \$813,494.00 | |
| Storm Sewer Amount | \$75,000.00 | \$179,709.00 | \$189,550.00 | \$222,7332.00 | |
| Total Amount | \$385,000.00 | \$709,167.00 | \$746,610.00 | \$1,036,224.00 | |



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

| | |
|--------|--|
| Title: | Discussion of a proposed painting project for the Jones Law Office |
|--------|--|

| | |
|------------|------------|
| Presenter: | Peter Suhr |
|------------|------------|

Please check appropriate box:

| | | | |
|--|------------------------|---|--------------------------------|
| | Government Operations | X | Government Services 10.27.2014 |
| | Planning & Development | | City Council |

| | | | | | | |
|-----------------|-----|-----------|-----|--|----|---|
| Estimated Cost: | \$0 | Budgeted: | YES | | NO | X |
|-----------------|-----|-----------|-----|--|----|---|

If NO, please explain how item will be funded:

No cost to the City

Executive Summary:

The Jones Law Office was successfully relocated to its new home at Langum Park and was formally rededicated by the Camp Kane Heritage Foundation on September 20, 2014. As part of the moving project, staff performed some necessary maintenance work including reconstruction of the front porch, replacement of some siding boards, repair of windows and miscellaneous painting.

As discussed previously with the Government Services Committee, staff recognizes the need for on-going maintenance to the building to keep it preserved. There are several community groups who have posed interest in helping the City maintain the property including the Camp Kane Heritage Foundation. City staff will be working with the Camp Kane Heritage Foundation and any other interested groups to establish a maintenance, management and education agreement which will outline specific responsibilities, cost sharing opportunities and defined approval process for maintenance work. Our goal is to have an agreement established by the Spring of 2015.

In the meantime, the Camp Kane Heritage Foundation, represented by Kim Malay, has presented the City with a maintenance project opportunity. Recognizing that the building is in need of being repainted, Kim Malay has found a local volunteer painter and is establishing a volunteer group who is willing to donate their services to have the exterior of the building painted before this year's winter weather sets in. The paint will also be donated by a local paint store.

In addition, the painting project was presented to the Historic Preservation Commission on October 15, 2014 and they are unanimously in support of the project. The Historic Preservation Commission approved the existing exterior paint colors for the Jones Law Office.

Recognizing that there is currently no maintenance agreement in place, staff is seeking City Council approval prior to moving forward with the project.

Attachments: *(please list)*

None.

Recommendation / Suggested Action *(briefly explain):*

Discussion to determine if the proposed painting project for the Jones Law Office is deemed appropriate by City Council.

For office use only:

Agenda Item Number: 4.h



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve the First Addendum to the MABAS Master Agreement and Authorization of the Mayor and City Clerk to Execute the Same

Presenter: Fire Chief Joseph Schelstreet

Please check appropriate box:

| | | | |
|--------------------------|------------------------|-------------------------------------|------------------------------|
| <input type="checkbox"/> | Government Operations | <input checked="" type="checkbox"/> | Government Services 10.27.14 |
| <input type="checkbox"/> | Planning & Development | <input type="checkbox"/> | City Council |

| | | | | |
|-----------------|-----|-----------|---|-----------------------------|
| Estimated Cost: | \$0 | Budgeted: | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
|-----------------|-----|-----------|---|-----------------------------|

If NO, please explain how item will be funded:

Executive Summary:

The Fire Department is a member of the Mutual Aid Box Alarm System (MABAS). Through the adoption of a master agreement, member departments are able to both sign individual automatic aid agreements with their neighbors as well as being able to be part of a larger box alarm system that uses pre-determined cards that will bring assistance to a stricken agency from multiple surrounding jurisdictions. All of this assistance is provided free of charge unless specific FEMA requirements are met for reimbursement specifically, those events for which assistance is provided for more than eight (8) hours.

In order to comply with the requirements of the Stafford Act, FEMA has recently updated its reimbursement policy (RP9523.6) *Mutual Aid Agreements for Public Assistance and Fire Management Assistance*. This update subsequently requires an update to the MABAS Master Agreement. This is a no cost item to the City and represents the first update since prior to the year 2000. Without adoption of the addendum, the City will not be able to receive reimbursement from FEMA for these services.

Attachments: *(please list)*

Addendum to the MABAS Master Agreement

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve the first addendum to the MABAS Master Agreement and authorization of the Mayor and City Clerk to execute the same.

For office use only:

Agenda Item Number: 5.a

City of St. Charles, Illinois
Ordinance No. _____

**An Ordinance Authorizing an Addendum to
Mutual Aid Box Alarm System Agreement**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act; and,

WHEREAS, the Mayor and the City Council of St. Charles, Illinois, Kane and DuPage Counties, have determined that it is in the best interests of this unit of local government and its residents to enter into an Addendum to the Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

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

1. That the Mayor and the City Clerk be and are hereby authorized and directed to execute an Addendum to the Mutual Aid Box Alarm System Agreement, a copy of said Addendum being attached hereto and being made a part hereof.

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

PRESENTED to the City Council of the City of St. Charles, 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:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CITY CLERK'S CERTIFICATE

I, _____, the duly qualified and acting City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

Ordinance No. _____

**An Ordinance Authorizing an Addendum to
Mutual Aid Box Alarm System Agreement**

which Ordinance was duly adopted by said City Council at a meeting held on the ____ day of _____, 20____.

I do further certify that a quorum of said City Council was present at said meeting, and that the City Council complied with the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

City Clerk

MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT

This First Addendum to the Mutual Aid Box Alarm System (“MABAS”) Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

SECTION FIVE – Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the “usual and customary” charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.
3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.

4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity/Agency

President/Mayor

ATTEST:

Date

Clerk/Secretary

MABAS DIVISION: 13