

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
WILLIAM TURNER, CHAIRMAN**

**TUESDAY, MAY 26, 2015, 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. FIRE DEPARTMENT**
 - a. Recommendation to approve Minor Changes to the Rules and Regulations of the Board of Fire and Police Commissioners.
- 5. POLICE DEPARTMENT**
 - a. Recommendation to approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2015 Fox Valley Marathon.
- 6. PUBLIC WORKS DEPARTMENT**
 - a. Recommendation to approve Contract with Schroeder Asphalt Services, Inc. for the 2015 Street Rehabilitation Project.
 - b. Recommendation to approve Resolution with the Illinois Department of Transportation for the 2015 Street Rehabilitation Project.
 - c. Recommendation to Waive the Formal Bid Procedure and approve Contract with Martam Construction for the North Tyler Road Watermain Project.
 - d. Update on the Peck Road Resurfacing Project – Information only.
 - e. Recommendation to approve Inter-Governmental Agreement between the City of St. Charles, St. Charles Park District and Forest Preserve District of Kane County for the Active River Project.

- f. Recommendation to Waive the Formal Bid Procedure and approve the Main Street Alcove Repairs.
- g. Recommendation to approve License Agreement and Resolution for Lazarus House Refuse Enclosure.
- h. Recommendation to approve an Ordinance Authorizing Amendment of Title 13 “Public Utilities”, Chapter 13.16, “Water”, Section 13.16.205 “Water Conservation” of the City of St. Charles Municipal Code.

7. ADDITIONAL BUSINESS

8. EXECUTIVE SESSION

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

9. ADJOURNMENT



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 05.26.15
<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 2015 Outage Reports.

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only: Agenda Item Number: 3.a

**City of St. Charles
April 2015 Outages**

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	4/6/2015	1:15 PM	60	36W - 610 Marguerite St.	222	Broken 100 Amp cutout; possible water frozen & cracked porcelain.	2	120	Equipment	Fuse
2	4/9/2015	9:54 AM	0	N. E. side of town. L13154 Load at Dunham Road Sub.	5637	Com Ed lost line during storm event. Confirmed lightning strike on L5637, which was switched by ComEd to pick up some of our load (half of Dunham Road Sub) while L11167 and L13156 were out of service.	1460	0	Com Ed	L5637
3	4/9/15 & 4/10/15	10:10 PM	264	S. 12th & S. 13th St.	214	Tree burned down 3 phase behind 300 block of S. 13th St.	50	13,200	Tree	Large branch
4	4/10/2015	10:10 PM	48	100 block N. 12th St, W. Main, S. 11, 12 & 13th St.	214	Tree burned down 3 phase behind 300 block of S. 13th St.	60	2,880	Tree	Large branch
5	4/10/2015	10:10 PM	63	W. Main, S. 19th St, Fairview, Oak St., 15, 16 & 17th St.	214	Tree burned down 3 phase behind 300 block of S. 13th St.	809	50,967	Tree	Large branch
6	4/10/2015	10:10 PM	95	12th, 13th & 14th St's.	214	Tree burned down 3 phase behind 300 block of S. 13th St.	100	9,500	Tree	Large branch
7	4/18/2015	10:22 PM	0	Area bounded by Kirk Road, RR Tracks, Kautz, Commerce	513	Momentary outage - Patrolled line and did not find cause. Suspect wildlife.	42	0	Unknown	
8	4/20/2015	5:00 PM	50	1504 Howard St.	214	1/2 power due to old tree.	1	50	Equipment	Service
9	4/24/2015	2:37PM	0	Walnut & Fairview Dr.	214	Rotten limb. During wind event, got caught between primary & secondary.	80	0	Tree	Large branch
10	4/29/2015	5:30 AM	120	1501 & 1519 E. Main St.	316	Scheduled Outage for rotted pole change out	2	240	Scheduled	SCMEU
11	4/29/2015	10:00 AM	20	409 S. 12th St.	214	Service Failure	1	20	Equipment	Service
12	4/29/2015	2:22 PM	0	N.W. Side of Town	57736	Failed Com Ed P.T. @ Substation 2.	2556	0	Com Ed	L57736
						Total of Interrupted Minutes		76,977		
						Total SAIDI*	4.990			
						Total of ComEd Interrupted Minutes		0		
						Total SAIDI without ComEd	4.990			
						*System Average Interruption Duration Index (SAIDI)				



AGENDA ITEM EXECUTIVE SUMMARY

Title: Tree Commission Minutes – Information only

Presenter: AJ Reineking

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 05.26.15
<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 2015 Tree Commission meeting minutes are attached.

Attachments: *(please list)*

Tree Commission Minutes – April 2015 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
RON ZIEGLER, CHAIRMAN
APRIL 9, 2015**

Members Present: Valerie Blaine, Jon Duerr, Ralph Grathoff, Suzi Myers, Carol Riordan, Caroline Wilfong,

Members Absent: Raymond Hauser, Pam Otto, Ron Ziegler

Others Present: Tony Bellafiore, AJ Reineking, Isabel Soderlind

Visitors Present: Steve Lane, Ecologist/GIS Coordinator & ISA Certified Arborist with Graf Tree Care

1. Call to Order & Pledge of Allegiance

The meeting was convened by Suzi Meyer at 7:03 p.m.

2. Roll Call

3. Introductions of Visitors

Steve Lane from Graf Tree Care was introduced to the committee. Mr. Lane is on the agenda to present the Urban Forestry Management Plan (hereinafter referred to as "UFMP") outline.

4. Minutes Review and Approval

- A. Motion to accept and place on file the minutes of the March 12, 2015 Tree Commission meeting.
Motion by Comm. Duerr, second Comm. Blaine to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Raymond Hauser, Pam Otto, Ron Ziegler

- Motion carried at 7:05 p.m.

5. Old Business

A. Urban Forest Management Plan Update

Mr. Lane from Graf Tree Care was present on behalf of Phil Graf, the City's certified arborist consultant, who as unable to be present at the meeting. Last September, the Tree Commission endorsed and approved Graf Tree Care to write Phase I of the Urban Forestry Management Plan.

Mr. Lane gave a 30 minute presentation on the Urban Forestry Management Plan outline Graf Tree Care has been writing. (See attached document, "Urban Forestry Management Plan Outline".) Steve Lane made the following points throughout his presentation.

- There will three phases to this process; the first will be to review the existing policies, verbal, city code, etc. The UFMP document will be based on these policies.
- This is an "interpretation of and an addition to" any actual ordinances or codes that currently exists at the City.
- This document will be a living, breathing document in which the City and the Tree Commission, (hereinafter referred to as "Commission"), will be able to point to and say, "here is where we are now, here is where we are going and here are some management tools to measure our goals along the way".
- Each section of the document will include a full mission statement and goals.
- Steve reviewed several of the goals in Section 1: Mission Statement and Goals. He explained the "20-10-5 Rule". This urban forestry best management practices guards against future pest and pathogen outbreaks similar to the Emerald Ash Borer (EAB) outbreak. The goal is to have no more than 20% of families, no more than 10% of any one genus and no more than 5% of anyone species out in the parkway and out in the tree population. He proceeded to explain the goal was very similar to finance investing: the

more diversified the assets, the less you lose in individual assets when you take a loss. Diversifying the tree population is the key to future devastations similar to the EAB.

- Best management practices and ANSI Standards will be incorporated into the document. It will also include the expectations for pruning, removal and tree maintenance; hired contractors will need to meet both the ANSI standards and City's expectations.
- There is currently a big push in citizen engagement and discussions regarding private land, not just parkway trees. Incorporating citizen work days by the Tree Commission has been a great asset to the organization and the community. Moving through the creation of this document, Steve would like as much input from the Commission on community programs and other citizenry engagement programs. Remember to include the Master Gardener's group, etc.
- This should be a document your average citizen should be able to read and understand. It should also include long term goals that will be achieved 20 to 30 years from now.

Comm. Duerr noticed that an arborist was not listed in Section 3- Key Personnel.

AJ Reineking, Public Works Manager, indicated we have an arborist on staff, but do not have a City Arborist position at the current time. This section of the document will be reviewed by the City staff to make it as comprehensive as possible.

- Several sections, e.g., Tree Removal, Tree Pruning, Planting and Inspections are very similar in structure. They will include scope of work, responsibility, reasons for the work, outcome and the objectives of the operations, and requirements/standards.

Comm. Riordan noticed there was no mention regarding removal of invasive species.

Mr. Lane stated that invasive species was included in Section 2 – Definitions, #32. He mentioned invasive species in the parkways have not been an issue, but they are still evident in the open lands. He recommended some type of language should be included in the document in an attempt to minimize the effect of invasive species in the area. He also added certain cities in Illinois required a permit to remove a tree on private property; some cities charge a fee, others do not. Furthermore some of those same cities did not require a permit if an invasive species was removed.

- Removal of a tree can be a very emotional issue for residents; clearly stating the reasons for removal in this document can be an advantage to all who are addressing urban forestry questions, "This is our policy, this is why, and this is the plan."
- Steve explained the "locally overplanted and underperforming" bullet point in the Tree Removal section of this plan. Even though the removal of ash trees is coming to an end, tree removal will continue. Some of the best forestry management practices include the removal of species that are "overrepresented in the population" and "underperforming" trees. Underperforming trees would be trees that are reaching the end of their useful life in the parkway or that may have structural defects. There are guidelines defined by the state that need to be considered before removing a tree. Heritage trees will be kept, but there are trees that start to buckle sidewalks, become a nuisance for the storm water management system, or are diseased or dying trees that need to be removed. The removal of these trees creates new spaces for diverse plantings.
- Reducing risk and risk management also needs to be considered; the City will need to develop a standardized labeling process in which trees will be labeled "low", "moderate", or "high" risk trees that could cause personal injury.
- Both written and verbal policies will be written into the UFMP.
- The Tree Planting section will be a very important part of this document. Taking accurate inventory, diversifying the urban forest utilizing the 20-10-5 rule, and create a 5, 10, 20 & 40 year plan will be essential.
- Encouraging tree planting on private property will be part of this document. This could include discounts at local nurseries, which would encourage residents to plant a tree.
- Having a very strongly worded tree inspection and risk abatement policy will be an important part of this document for litigation purposes, but it needs to be individually tailored to the City.

- Development and Construction Ordinances, Potential Programs for Increasing Canopy Cover/Diversity and Accounting & Budget will also be sections to include in the document.
- Please contact, AJ Reineking, Tony Bellafiore or Steve directly at Graf Tree Care if there are any crucial points missing from this outline.

B. Reorganization of the Tree Commission

Comm. Myers recommended this agenda item be postponed until the May meeting. Several committee members were not present, and in the interest of having sufficient time to cover all the details for Arbor Day, this agenda item was postponed until the May meeting.

6. New Business

A. News and Concerns from Public Works

Tony Bellafiore indicated that the Public Services division continues to focus on trimming in several areas of the city.

The two-hundred and six (206) trees will be planted by Pedersen Landscape Company throughout the next few weeks. The Spring Planting program was postponed until next week due to the today's weather conditions.

B. Langum Woods Clean Up Recap

Comm. Otto who led the Clean Up program on March 14 was not present at the meeting. Caroline Wilfong and Isabel Soderlind shared several pictures taken that morning at Langum Park. Approximately 30 volunteers, Boy Scout Troop 500 and several citizens made headway on the clean-up efforts.

Isabel Soderlind, on behalf of Comm. Otto, asked if any of the commissioners would be available to lead another Langum Woods Clean Up on April 25. One of the seniors at St. Charles East High School was unable to attend the March clean up and she has an eco-minded group of student volunteers interested in continuing the cleanup efforts. Ms. Soderlind has not received a confirmation from the student as of yet, but would send an email to all the commissioners once the date was confirmed.

Mr. Lane did express an interest in volunteering his time at the Langum Woods Clean Up. He asked the Committee contact him anytime they were planning another "clean up" event.

7. Committee Reports

A. Education Committee:

Ms. Soderlind gave an update on the books ordered back in February, "Why Would Anyone Cut a Tree Down?" by Roberta Burzynski. The books continue to be on back order and she did not expect them to arrive before Arbor Day. One book will be donated to each of the local schools when they arrive.

B. Publicity Committee:

Comm. Wilfong ordered the "Celebrate Arbor Day/ City of St. Charles" stamp and has stamped approximately 400 out of 2000 free pamphlets on "How to Plant Trees", from the Arbor Day Foundation. The pamphlets have been distributed to Lincoln School, the Municipal Center and at the Public Works Facility. They will be handed out at Arbor Day and placed in the school lobbies advertising Arbor Day.

C. Arbor Day

As a gift to Mrs. Tieche, Comm. Myers ordered Tree Tags and related curriculum book from the Morton Arboretum. The tags are free and come with instructions and other educational information. This is a gift Mrs. Tieche could utilize in the coming years with her students.

Arbor Day is scheduled for 4:00 PM, Friday, April 24, 2015.
 Lincoln Park has been reserved through the Park District from 2:00 to 6:00 PM.

Item To Accomplish	Delegated To	Completed	Comments/Notes
Renting of the Tent	Ms. Soderlind	2/25/15	PO# 83046 created
Presentation of Colors: Boy Scout Troop 500	Comm. Otto	3/14/15	Confirmed by Pam Otto
Contact Potential Speakers	N/A	No speaker	Determined no speaker was needed with the School District Program
Contact Ms. Tieche at Munhall School	Comm. Otto	Confirmed	Students will present a play, "Tree Trouble", a "Tree Quiz" and perform to "Plant a Tree for Tomorrow"
Order Speaker system	Bellafiore/Whittaker	Confirmed	Date reserved with RJ Recording
Tree Demonstration	Comm. Grathoff	Confirmed	Contact Chris Scott
Entertainment/Music	Comm. Myers	Confirmed	Contact Rick Weals & Russ Altersohn will provide musical entertainment
Tree Raffle	Tony Bellafiore	Confirmed	Pedersen will be donating a tree
Prepare Programs and Invitations	Ms. Soderlind	Completed	Program(s) and invitation were approved at this meeting.
Purchase Cookies	Ms. Soderlind		Isabel will pick up that day.
Set up of Tables/Chairs/Podium/Flag	Tony Bellafiore		Crews will bring items on the day of the event.
Tribute to Trees – Update Website/Den Article	Ms. Soderlind	Completed	Press release sent out in March. Article was included in the March & April Den. Website Updated.
Interactive Children's Activity	Comm. Otto Comm. Blaine Tony Bellafiore Comm. Myers		Leaf Rubbings/Leaf Stamps/Bark Rubbings Twigs Tree Cookie to count rings Need crayons Recycled paper
Planting of Tree on Arbor Day	Tony Bellafiore		Lincoln Park Parkway Determine space Order tree/Pedersen

8. Communications

A. Electric Division Tree Activity Reports

Motion to accept and place on file the Public Services and Electric Services Tree Activity Reports for March, 2015. Motion by Comm. Duerr, second by Comm. Grathoff to accept and place on file the reports as presented.

Voice vote: unanimous; Nays – None; Absent: Raymond Hauser, Pam Otto, Ron Ziegler

- Motion carried at 7:56 p.m.

9. Additional Items – Comments

A. Visitors:

Steve Lane: Thanked the committee for inviting him to this meeting.

B. Commissioners:

Comm. Duerr: Indicated he was looking forward to spring. He commended the Public Services staff for the trimming of the river's edge south along Route 25.

Comm. Blaine: Comm. Blaine stated that she has been involved in the Illinois Big Tree Registry. She indicated this is a state wide program that nominates the largest tree of each species in the state. Comm. Blaine has become a trainer for this and she recently held a second class last Saturday. She mentioned that they are now starting a Kane County Registry of Big Trees. She mentioned that people can nominate trees on public or private land within Kane County. There is verification process which includes height, circumference, ground spread. The winners receive a plaque and a certificate. It's a fun program with some added competitiveness mixed in. Feel free to nominate a tree here in Kane County now.

Comm. Grathoff: Commended the beginning of the UFMP.

Comm. Wilfong: Comm. Wilfong shared the tree book and note the Tree Commission will be donating to the Lincoln School Silent Auction this coming week. The prize will include a tour of Public Works and the Forestry workroom at Public Works Facility.

Comm. Riordan: Mentioned how impressed she was with the UFMP document and with Mr. Lane's presentation.

C. Staff:

Tony Bellafiore: He reminded the commissioners again of the spring planting program, which is slated to begin next week.

Isabel Soderlind: Complimented Steve Lane on his UFMP presentation.

AJ Reineking: Mentioned the results of the City's Tree Removal and Trimming Request for Proposal will be presented at the next Government Services meeting; the final approval of the chosen vendor(s) will be conducted at the May 4, 2015 Council Meeting.

10. Adjournment

Motion by Comm. Blaine to adjourn meeting, second by Comm. Duerr.

Voice vote: unanimous; Nays – None; Absent: Raymond Hauser, Pam Otto, Ron Ziegler
- Motion carried at 8:04 p.m.

/ims

Urban Forestry Management Plan Outline

The following outline is intended to be the scaffolding on which the final language of the Urban Forestry Management Plan (UFMP) shall be built. In its current manifestation, it is a draft document, and is intended for review by the City of St. Charles, as well as the St. Charles Tree Commission and all other stakeholders. It is anticipated that the final version of the UFMP will be approximately 30-40 pages. The policies to be enacted in order to support the goals of the UFMP shall be at the discretion of the City, but we will supply recommended policies based on the review of this outline.

The following outline is based on our initial proposed outline, but has been amended to reflect existing policies per our review, as well as additional goals and metrics based on industry Best Management Practices (BMP's)

Sec. 1 – Mission Statement and Goals

A) Statement of Mission

1. To create a long term plan for the City's tree population
2. To maximize benefits of the urban forest to the community, such as stormwater, energy savings, etc
3. To minimize potential for mass tree loss due to pest or pathogen outbreak
4. To minimize exposure to risk associated with potentially hazardous trees
5. To establish tree diversity criteria in the short, medium, and long term
6. To create realistic and manageable goals and metrics to measure success by.

B) Goals

1. To be in compliance with 20-10-5 rule by 2040
2. To maintain a tree inventory with an accuracy level of over 95%
3. To enforce a minimum distance of 40' between street trees
4. To implement a mulching program with the goal of 100% of parkway trees mulched by 2040
5. To enforce minimum distances of trees from hardscape, signage, and utilities
6. To have a canopy cover assessment by 2020 and identify targets for improvement
7. To reduce acceptable nursery stock size to 1.75" caliper and provide appropriate care
8. To create and keep updated both an acceptable and unacceptable species list based on current tree inventory
9. To incorporate ANSI A300 and ISA BMP's into the tree planting, care, and removal processes
10. To have a tree preservation ordinance for land development and permit application and fee for removal
11. To create strong inspection policy for potentially high-risk trees
12. To create a program for encouraging tree planting on public lands
13. To reduce the number of overplanted species on the parkway
14. To increase involvement of local businesses and citizen groups in the Urban Forest
15. To increase the role of City of St. Charles staff in young tree establishment and care
16. To encourage tree preservation and planting as part of new construction/development projects within the city

Sec. 2 – Definitions

A) Key Terms

- | | | |
|--------------------------|------------------------------|------------------------------------|
| 1. Arborist | 16. Pruning Cycle | 31. Nuisance Vegetation |
| 2. Parkway Tree | 17. ANSI Z133.1 | 32. Invasive Species |
| 3. Private Tree | 18. ANSI Z60.1 | 33. Storm Damage |
| 4. ROW | 19. Crown | 34. Sanitation Pruning |
| 5. DBH | 20. Dripline | 35. Establishment Pruning |
| 6. Caliper | 21. Flush Cut | 36. Aggressive Native Species |
| 7. City-Owned | 22. Diseased | 37. ANSI A300 (all parts) |
| 8. Risk | 23. Dying | 38. Certified Pesticide Applicator |
| 9. Tree Protection Zone | 24. Root Compaction | 39. Taxonomic Diversity |
| 10. Critical Root Zone | 25. Hardscape | 40. Spatial Diversity |
| 11. Balled and Burlapped | 26. Best Management Practice | 41. Age Class Diversity |
| 12. Bare Root | 27. Stocking Density | |
| 13. Containerized | 28. Pest | |
| 14. TRAQ | 29. Pathogen | |
| 15. 20-10-5 Rule | 30. Trip Hazard | |

Sec. 3 – Key Personnel

A) St. Charles Staff

1. Director of Public Works
2. Public Services Division Manager
3. Crew Leader

B) Citizen Groups

1. St. Charles Tree Commission
2. Any relevant homeowner's associations
3. Additional groups

Sec. 4 – Tree Removal

A) Tree Removal Activities

1. Removal of tree to an appropriate flush cut
2. Stump grinding
3. Parkway remediation

B) Responsibility

1. In-house removals by City Staff - Public Trees
2. Contractor removals – Public Trees
3. Private Trees with potential to impact ROW

C) Reasons for Removal

1. Dead
2. Diseased
3. Dying
4. High Risk
5. Locally overplanted and underperforming
6. Damage from construction or vehicle strike
7. Utility Interference
8. Signage interference which cannot be corrected by pruning
9. Hardscape damage
10. Reasonable resident request

D) Tree Removal Outcomes and Objectives

1. Eliminate trees from the parkway that are becoming older
2. Reduce the number of overplanted Genera and species
3. Eliminate diseased or dying trees
4. Create space for new, more diverse plantings
5. Reduce risk from trees or tree parts

E) Requirements and Standards

1. ISA Certified Arborist
2. Compliance with key ANSI Z133.1 standards
3. Compliance with Illinois Department of Agriculture (for EAB or similar)
4. Compliance with key ANSI A300 pt 7 standards
5. Compliance with ISA Best Management Practices (Integrated Vegetation Management) Standards
6. Insurance/Bonding Requirements
7. Penalties for noncompliance (time frame, satisfactorily complete, etc)

Sec. 5 – Tree Pruning and Standard Maintenance

A) Maintenance Activities

1. Pruning of young trees
2. Pruning of mature trees
3. Watering
4. Chemical Applications
5. Mulch
6. Parkway repair

B) Responsibility

1. In house maintenance activities
2. Contracted maintenance activities
3. Elective maintenance activities by residents – Public Trees
4. Elective maintenance activities by residents – Private Trees

C) Reasons for Maintenance

1. Establishment Pruning
2. Cycle pruning
3. Emergency Pruning
4. Storm Damage Pruning
5. Sanitation Pruning
6. Drought
7. Pest or Pathogen Outbreak
8. Parkway disrepair

D) Maintenance Outcomes and Objectives

1. Provide newly planted trees with proper care for establishment
2. Prune trees over their lifetime to maximize benefits and reduce costs
3. Reduce liability from natural disasters and weather events
4. Minimize effects of newly introduced pests and pathogens
5. Maintain trees at a high level of care

E) Requirements and Standards

1. ISA Certified Arborist
2. Compliance with key ANSI Z133.1 standards
3. Compliance with key ANSI A300 pt 1 standards
4. Compliance with key ISA Best Management Practices (Tree Pruning) standards
5. Illinois Department of Agriculture Certified Pesticide Applicator/Operator standards
6. Permits for residents treating parkway trees
7. Water management specifications
8. Proper mulching detail
9. Insurance/Bonding Requirements
10. Penalties for noncompliance

Sec. 6 – Tree Planting

A) Tree Planting Activities

1. Diversity and canopy cover review
2. Planting site assessment
3. Stock procurement
4. Planting

B) Responsibility

1. Contractor(s) responsible for Diversity Assessments
2. Contractor(s) responsible for tree procurement and planting
3. In-House staff responsible for tree planting
4. Tree planting on parkway by Residents
5. Tree planting on Private property by residents

C) Tree Planting Outcomes and Objectives

1. Maximize taxonomic diversity at all levels
2. Maximize spatial diversity
3. Maximize age-class diversity
4. To utilize smaller nursery stock when possible
5. To reforest in a fiscally responsible manner
6. To reduce new planting mortality through a “right tree, right site” approach
7. To encourage planting of trees by residents and businesses by providing a model approach
8. To maximize a tree’s useful lifetime out on the parkway by selecting the appropriate species for the site

D) Requirements and Standards

1. ICN Professional (if applicable)
2. ISA Certified Arborist (if applicable)
3. Compliance with Key ANSI Z60.1 standards
4. Compliance with Key ANSI A300 pt. 6 standards
5. Compliance with Key ISA Best Management Practices (Tree Planting)
6. List of acceptable and unacceptable species to plant, to be updated annually
7. Insurance/Bonding requirements
8. Penalties for noncompliance

Sec. 7 – Tree Inspections and Risk Abatement

A) Inspection Activities

1. Scheduled tree assessments during tree inventory updates
2. Inspections requested by Residents
3. Pest or pathogen inspections
4. Potential High Risk tree inspections

B) Responsibility

1. In-House staff responsible for inspections
2. Contractors responsible for Advanced Inspections or tree inventory updates
3. Trees on private property

C) Reasons for Inspection

1. Scheduled tree inventory updates
2. Resident requests
3. Pest or Pathogen suspected
4. Poor architecture
5. Diseased or Dying tree suspected
6. Recent storm damage

D) Tree Inspection Objectives and Outcomes

1. Recommended course of action (Monitor, remove, prune, chemical treatment, cable, etc)
2. Formal documentation of inspection and recommended course of action
3. Immediate followup with all relevant stakeholders and contractors
4. Long term followup in the event of tree failure

E) Requirements and Standards

1. ISA Certified Arborist
2. ASCA Registered Consulting Arborist
3. TRAQ Certification or equivalent experience
4. Compliance with Key ANSI A300 Pt. 9 Standards
5. Compliance with Key ISA Best Management Practices (Risk Assessment)

Sec. 8 – Development and Construction Ordinances

A) Activities

1. Due diligence tree surveys prior to tree removal
2. Permitting for tree removal
3. Tree Protection Zone establishment for construction sites
4. Minimum requirements for number of trees per acre/lineal street segment on development/construction projects
5. Diversity requirements for development/construction projects

B) Responsibility

1. In-House staff responsibilities for enforcing tree ordinances pertaining to development and construction
2. Resident responsibilities for ensuring compliance with contractors

C) Objectives and Outcomes of Development and Construction Ordinances

1. Attempt to maintain native tree canopy of private land
2. Encourage removal of invasive species or aggressive native species from private land
3. Encourage tree planting on land under development
4. Maintain public land diversity standards on private land

Sec. 9 – Potential Programs and Stakeholders for Increasing Canopy Cover and Diversity

A) Programs

1. Cost share / outright purchase program for street tree plantings
2. Maintain tree inventory through annual updates
3. Arbor Day celebration and outreach
4. Tax incentive/utility bill incentive for tree planting on private property
5. Leverage removal permits/violation revenue for new tree planting
6. Tree sale sponsored by City
7. Establish nursery on City owned land
8. Volunteer tree maintenance program
9. Provide dump site for trim/removal contractors and use for mulch rings

B) Stakeholders for Programs

1. Residents
2. Tree Commission
3. Local businesses
4. Contractors
5. Utility companies
6. Garden Clubs, etc
7. Local nurseries and garden centers
8. Tree Keepers program
9. Corporate partners

Sec. 10 – Accounting and Budget

A) Activities

1. Examine historic costs in both the EAB and Non-EAB era for forestry expenditures
2. Determine forestry needs per above UFMP, and create goals list
3. Project costs over the next 25 years, and determine reasonable budget figure for each year
4. Include emergency budget for storm related issues, etc

B) Responsibility

1. Public Works Staff
2. Accounting staff
3. Tree Commission

C) Objectives and Outcomes of Accounting and Budget

1. Maintain forestry-related budget at an acceptable level to achieve goals set forth
2. Maintain visibility of forestry program in post-EAB era
3. Create realistic goals for how to achieve sustainable budget

Sec 11 – Performance Criteria

TBD based on Tree Commission review of draft outline



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve Minor Changes to the Rules and Regulations of the Board of Fire and Police Commissioners
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Presenter:	Fire Chief Joseph Schelstreet
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Please check appropriate box:

	Government Operations	X	Government Services 05.26.15
	Planning & Development		City Council

Estimated Cost:	\$0	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

The Board of Fire and Police Commissioners has made two minor changes to their rules and regulations. These changes involve the process followed when defective applications are turned in and the Oath of Office utilized during the swearing in ceremony for new Firefighters and Police Officers. The Board of Fire and Police Commissioners approved the changes at their regular meeting held on April 13.

Attachments: *(please list)*

Ordinance and amended pages of the Rules and Regulations

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve minor changes to the rules and regulations of the Board of Fire and Police Commissioners.

For office use only:

Agenda Item Number: 4.a

City of St. Charles, Illinois

Ordinance No. 2015-M-

An Ordinance Amending Title 2, Chapter 2.24 “Board of Fire and Police Commissioners,” Section 2.24.040 Powers and Duties and Section 2.24.060 Rules and Regulations

WHEREAS, the City of St. Charles (the "City") is a home rule municipality duly organized and existing pursuant to the Illinois Constitution of 1970 and the laws of the State of Illinois; and,

WHEREAS, the City has provided for a Board of Fire and Police Commissioners pursuant to the City's statutory and home rule authorities; and

WHEREAS, The Board of Fire and Police Commissioners has approved certain Rules and Regulations; and

WHEREAS, the City finds it necessary to amend Title 2, Chapter 2.24 as follows:

Chapter II, Section 4 – Defective Applications shall be deleted in its entirety and Sections 5, 6 and 7 renumbered accordingly.

Chapter V, Section 3 – Oath of Office shall be deleted in its entirety and the following substituted therefore:

Section 3 – Oath of Office

Before entering duty, any person about to become a member of the Fire or Police Department, shall take the following oath, before any person authorized to administer oaths in the State of Illinois:

Oath

I, _____, do solemnly swear or affirm that I will support the Constitution of the United Sates, the laws of the State of Illinois, the ordinances of the City of St. Charles, and the Rules and Regulations of the Board of Fire and Police Commissioners, and that I will faithfully discharge the duties of the office of _____ to the best of my ability.

Affirmant

Date

Chairman
Board of Fire & Police Commissioners

Date

Signed and Sworn to before me this
____ day of _____, 20__.

City Clerk

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

1. That Title 2, Chapter 2.24 of the St. Charles Municipal Code shall be amended as presented.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2015.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2015.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2015.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

- Ayes:
- Nays:
- Absent:
- Abstain:

Ordinance No. _____

Page 3

APPROVED AS TO FORM:

City Attorney

DATE: _____

- m) Who has been previously disqualified for employment with the City of St. Charles due to the failure of a polygraph exam, the failure of a police background investigation, the failure of a psychological examination or the failure of a medical exam which includes a drug test, shall be disqualified for any future consideration.

Any applicant, or eligible, deemed disqualified hereunder, shall be notified by the Board.

SECTION 4 - AGE REQUIREMENTS.

Applicants shall be under 35 years of age, at the time of application and at such time as the final eligibility list is posted, unless exempt from such age limitation as provided in Section 5/10-2.1-6 of the Fire and Police Commissioner's Act. Applicants, at such time as they file their application with this board, must be 21 years of age. Proof of birth date will be required at time of application.

SECTION 5 - NOTICE OF ACCEPTANCE.

The Secretary will notify all applicants whose applications have been accepted by the Board to be present for orientation and subsequent examination with an executed Physicians Certificate that they are physically capable of participating in a strenuous "Physical Aptitude Test."

SECTION 6 - RELEASE OF LIABILITY.

All applicants shall execute and deliver to the Board a release of all liability as the result of taking a "Physical Aptitude Test" in favor of the City of St. Charles on a form to be prescribed by the Board.

CHAPTER V - ORDER OF RANK, CLASSIFICATION AND OATH OF OFFICE

SECTION 1 - RANK.

The order of rank in the Police Department shall be as provided by ordinance and municipal budget.

The order of rank in the Fire Department shall be as provided by ordinance and municipal budget.

SECTION 2 - CLASSIFICATION.

The Board classifies such offices in the fire and police departments for the purpose of establishing and maintaining standards of examinations and promotions based upon job descriptions and departmental regulations.

SECTION 3 - OATH OF OFFICE.

Before entering duty, any person about to become a member of the Fire or Police Department, shall take the following oath, before any person authorized to administer oaths in the State of Illinois:

Oath

I, _____, do solemnly swear or affirm that I will support the Constitution of the United States, the laws of the State of Illinois, the ordinances of the City of St. Charles, and the Rules and Regulations of the Board of Fire and Police Commissioners, and that I will faithfully discharge the duties of the office of _____ to the best of my ability.

Affirmant

Date

Chairman
Board of Fire & Police Commissioners

Date

Signed and Sworn to before me this
____ day of _____, 20__.

City Clerk

	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:	Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2015 Fox Valley Marathon				
	Presenter:	Chief James Keegan				
<i>Please check appropriate box:</i>						
	Government Operations		X	Government Services 05.26.15		
	Planning & Development			City Council		
	Public Hearing					
Estimated Cost:	PD: \$4,693.40 EMA: \$408.00 PW: \$4,126.22 FD: \$896.00 TOTAL: \$10,123.62	Budgeted:	YES	X	NO	
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:						
<p>The fifth annual Advocate Dreyer Fox Valley Marathon is proposed for September 19 & 20, 2015. The layout and route will be similar to the 2014 event. The race will stage on 1st Street at 7 a.m., proceed south to Route 31, and out of the city limits into Geneva. The route then returns to St. Charles along Riverside Avenue, finishing on the west side of the Illinois Street Bridge.</p> <p>The event sponsors are also requesting the use of an amplification system (PA) on Illinois Street at the start and finish lines for the duration of the events on Saturday, September 19 from 3 p.m. – 4 p.m. and Sunday, September 20, 2015 from 6:15 a.m. – 1:30 p.m. Event sponsors were reminded by the Special Events committee to keep in consideration the surrounding neighborhoods when utilizing the amplification in the early Sunday morning hours.</p> <p>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.</p>						
Attachments: <i>(please list)</i>						
Memo and map routes.						
Recommendation / Suggested Action <i>(briefly explain):</i>						
The Police Department recommends approval of the street and parking lot closures and use of amplification equipment for the 2015 Fox Valley Marathon.						
<i>For office use only:</i>		Agenda Item Number: 5.a				



September 20, 2015 7:00

FINISH SCHEMATIC
 Sunday September 20, 2015

	Barricades
	STREET CLOSINGS:
	Sunday 8am to 1:45pm
	Sunday 5am to Sunday 3pm
	Saturday 5am to Sunday 5pm



Advocate Dreyer
FOX VALLEY
MARATHON



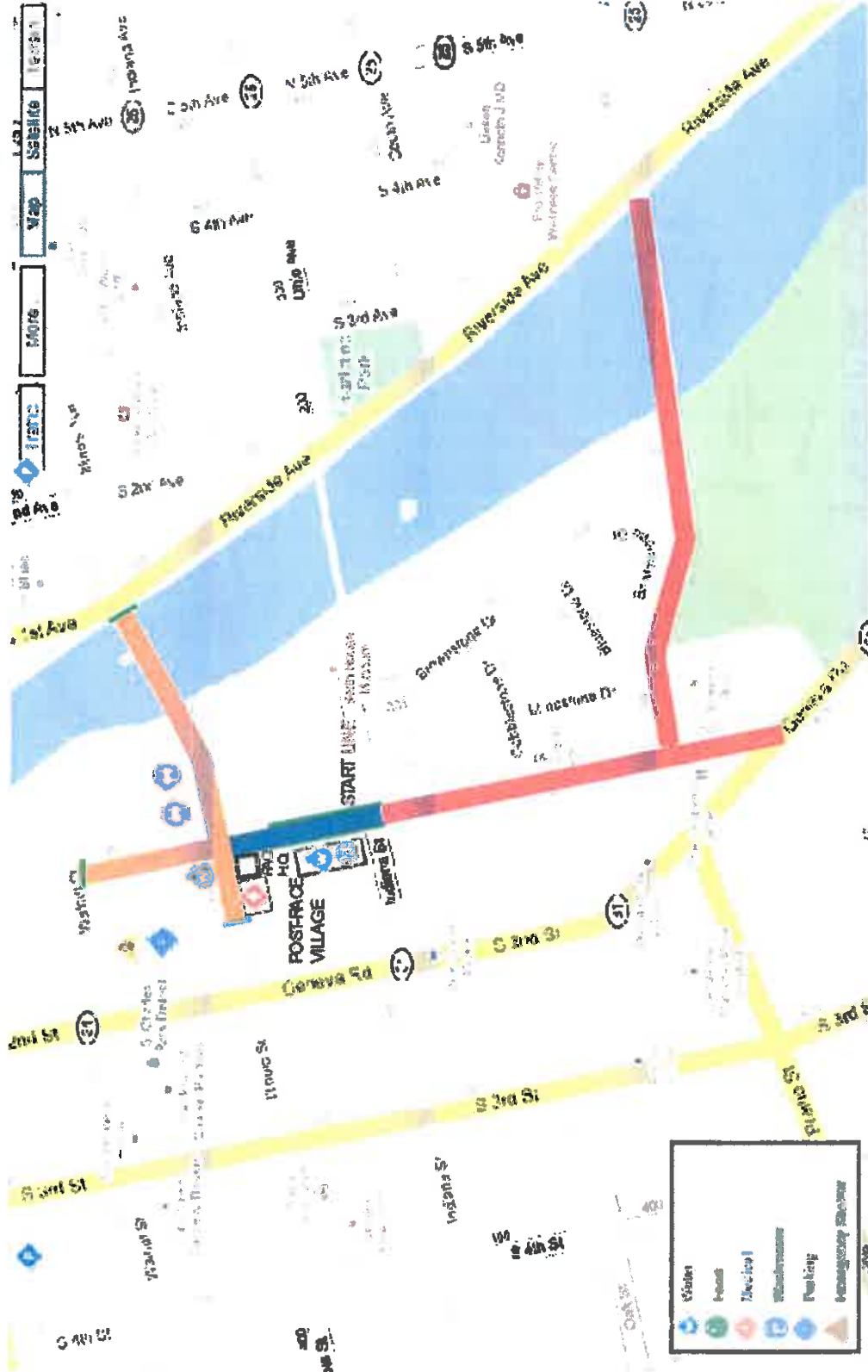
September 20, 2015 7am

START SCHEMATIC
Sunday September 20, 2015






Barricades

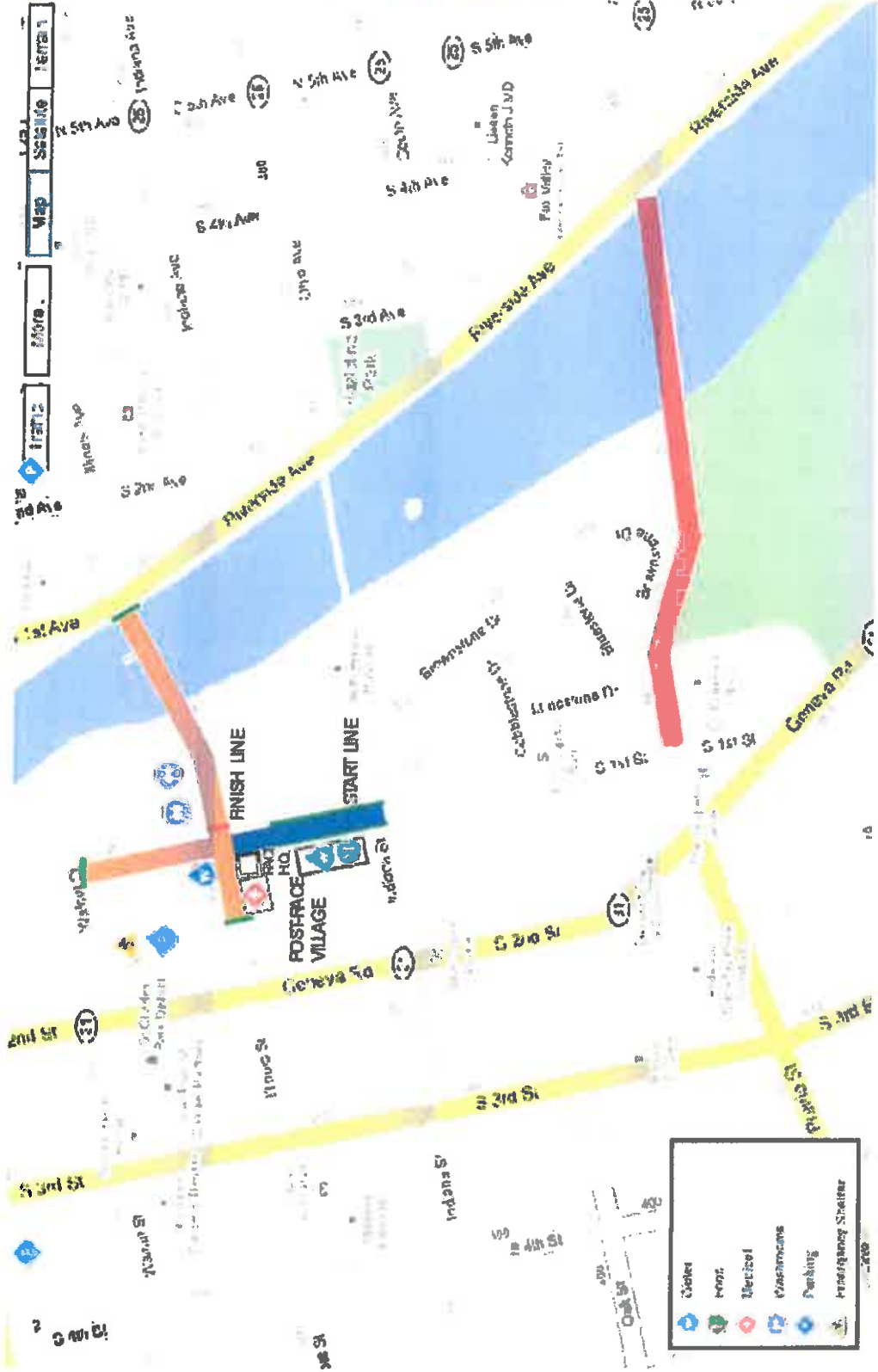
STREET CLOSINGS:

- Sunday 7am to 7:45am
- Note: Rt. 31 can re-open after PVM races start.
- Sunday 5am to Sunday 5pm
- Saturday 5am to Sunday 5pm







FINISH SCHEMATIC
 Sunday September 20, 2015

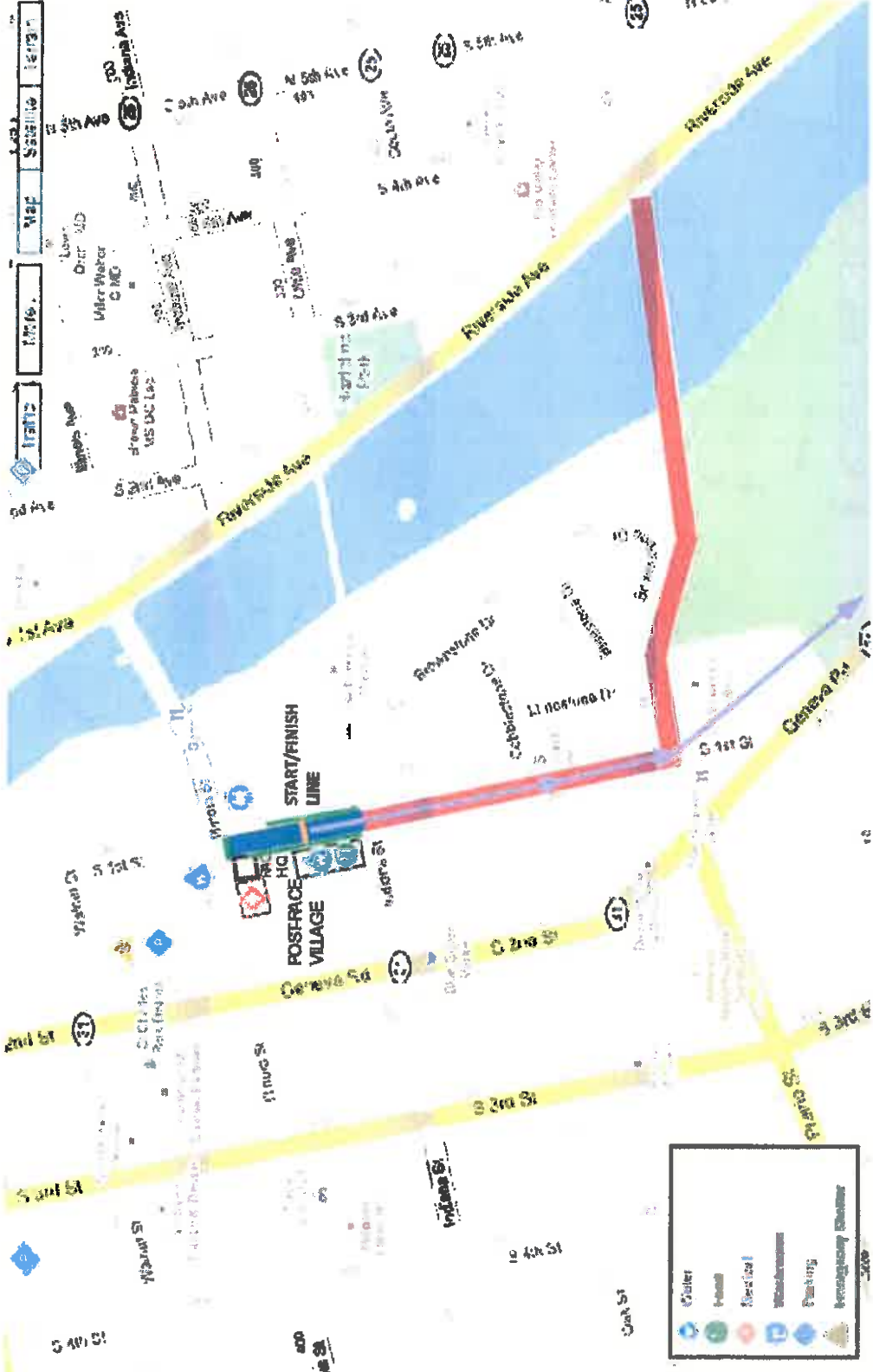
	Barricades
	STREET CLOSINGS:
	Sunday 8am to 1:45pm
	Sunday 5am to Sunday 3pm
	Saturday 5am to Sunday 5pm









September 19, 2015

START SCHEMATIC

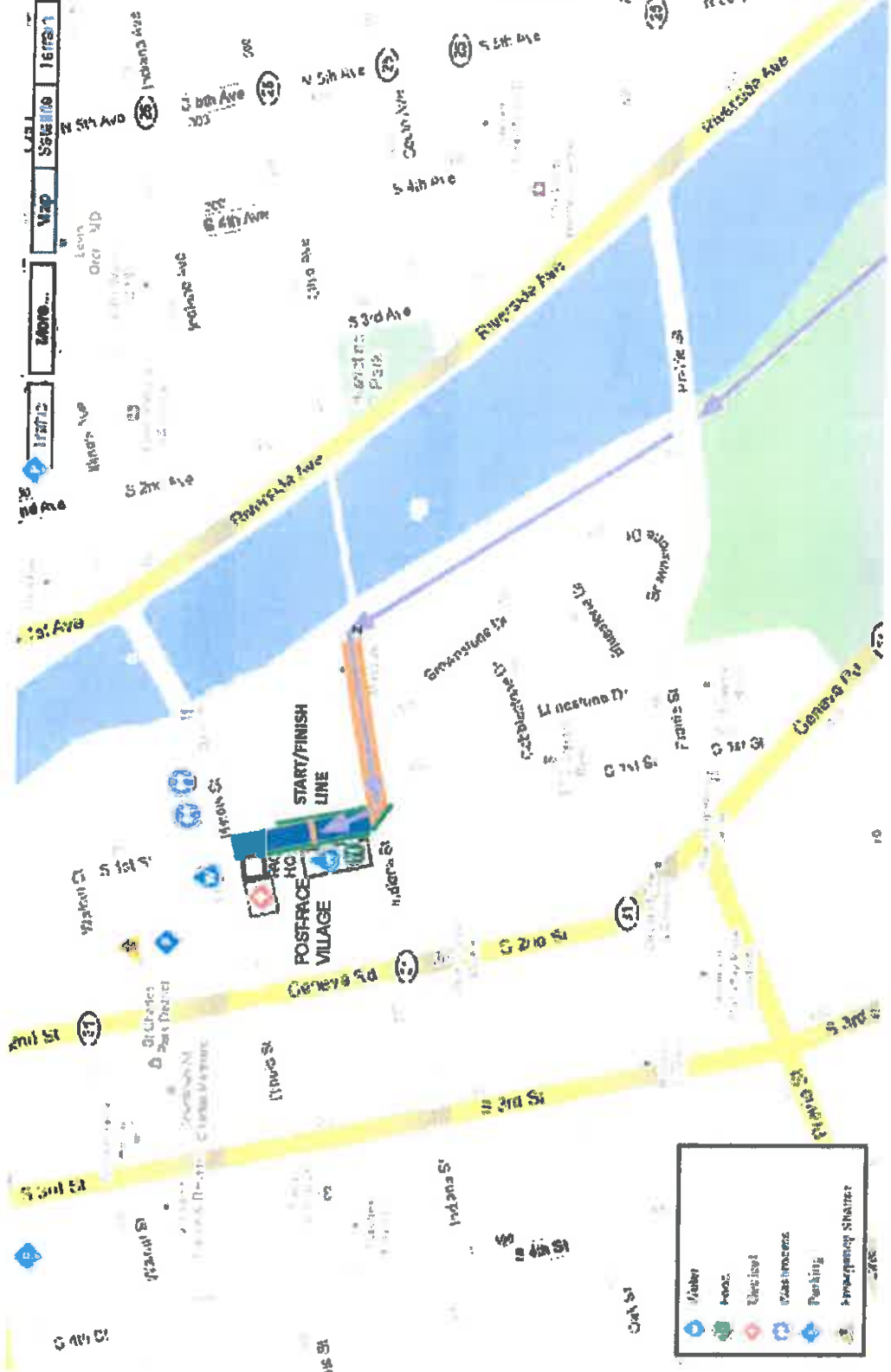
	Barricades
STREET CLOSINGS:	
	Saturday 2:55pm to 9:15pm
	Sunday 5am to 5pm
	Course Route (Start)



	Water
	Food
	Medical
	Restrooms
	Parking
	Emergency Shelter

September 19, 2015

FINISH SCHEMATIC



Barricades
STREET CLOSINGS:
 Saturday 5am to Sunday 5pm
 Saturday 2:55pm to 3:45pm
 Note: Traffic can flow from Indiana to 1st St, south of Indiana barricade from 3:15 on
 Course
 Note: goes UNDER Prairie St

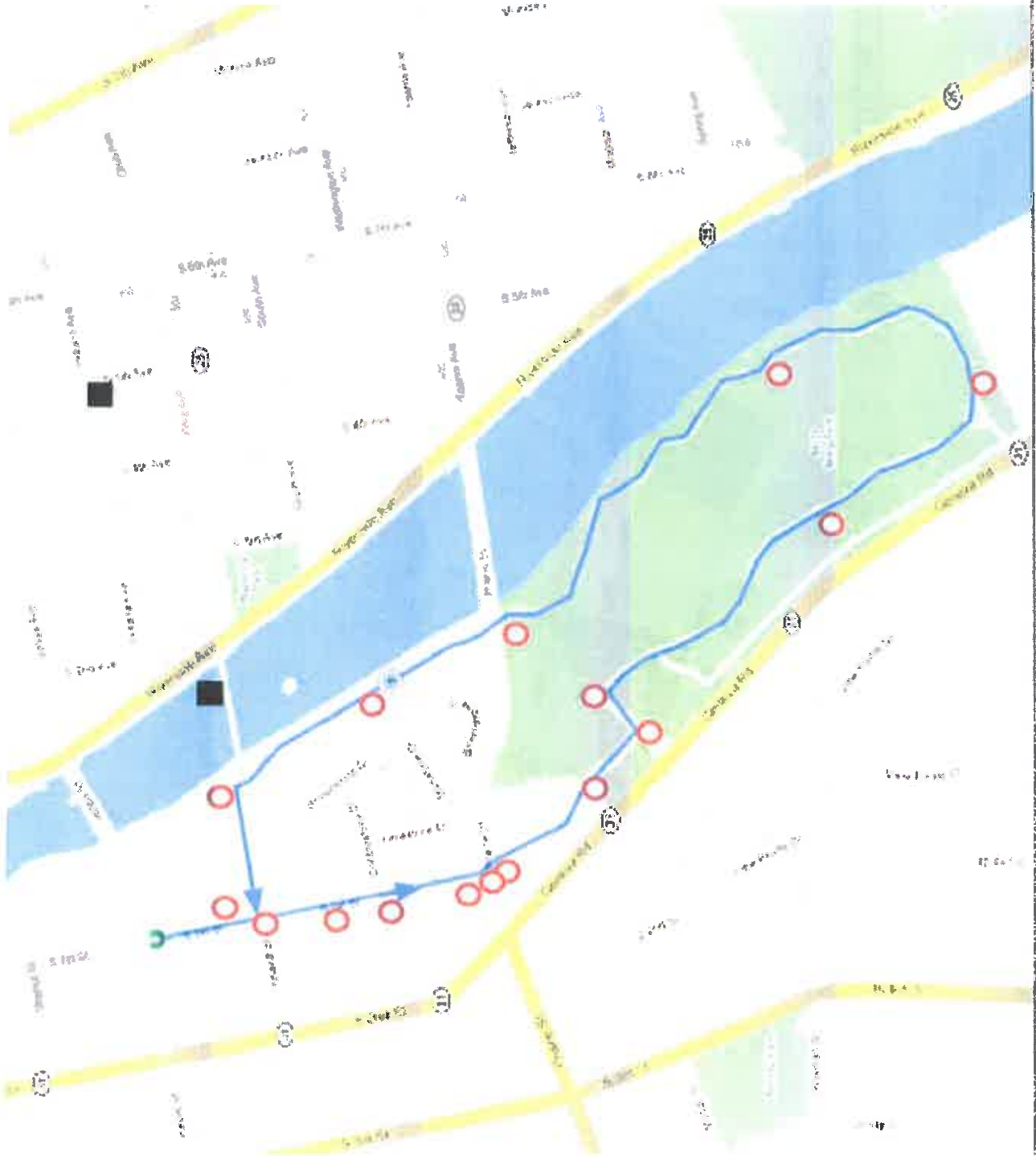
Water
 Toilet
 First Aid
 Restrooms
 Parking
 Emergency Shelter

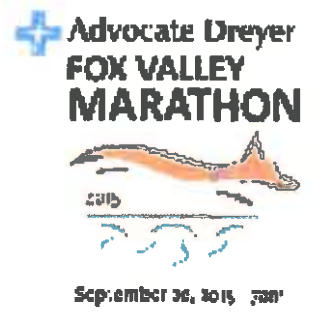
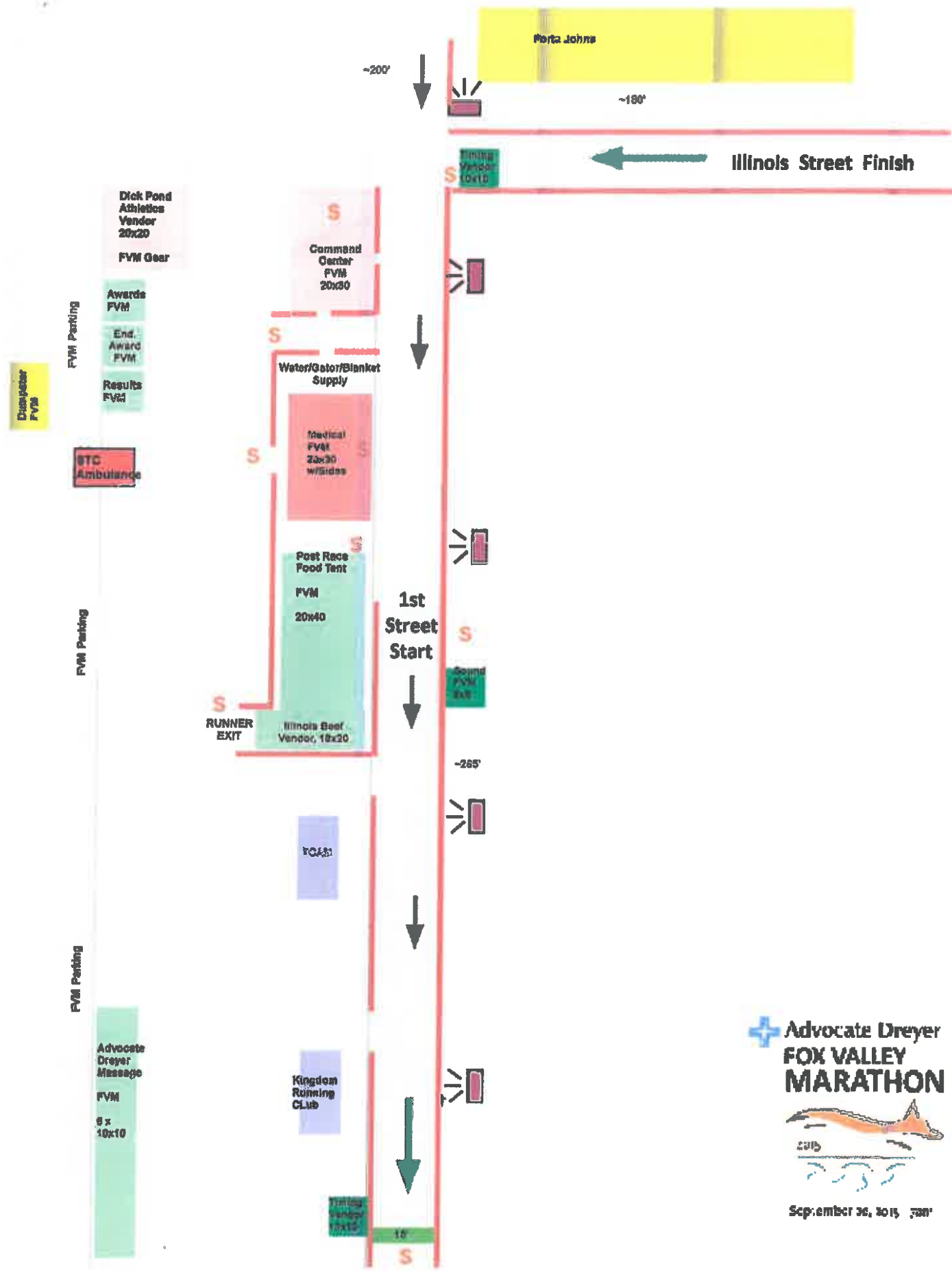


September 19, 2015
3:00pm to 4:pm

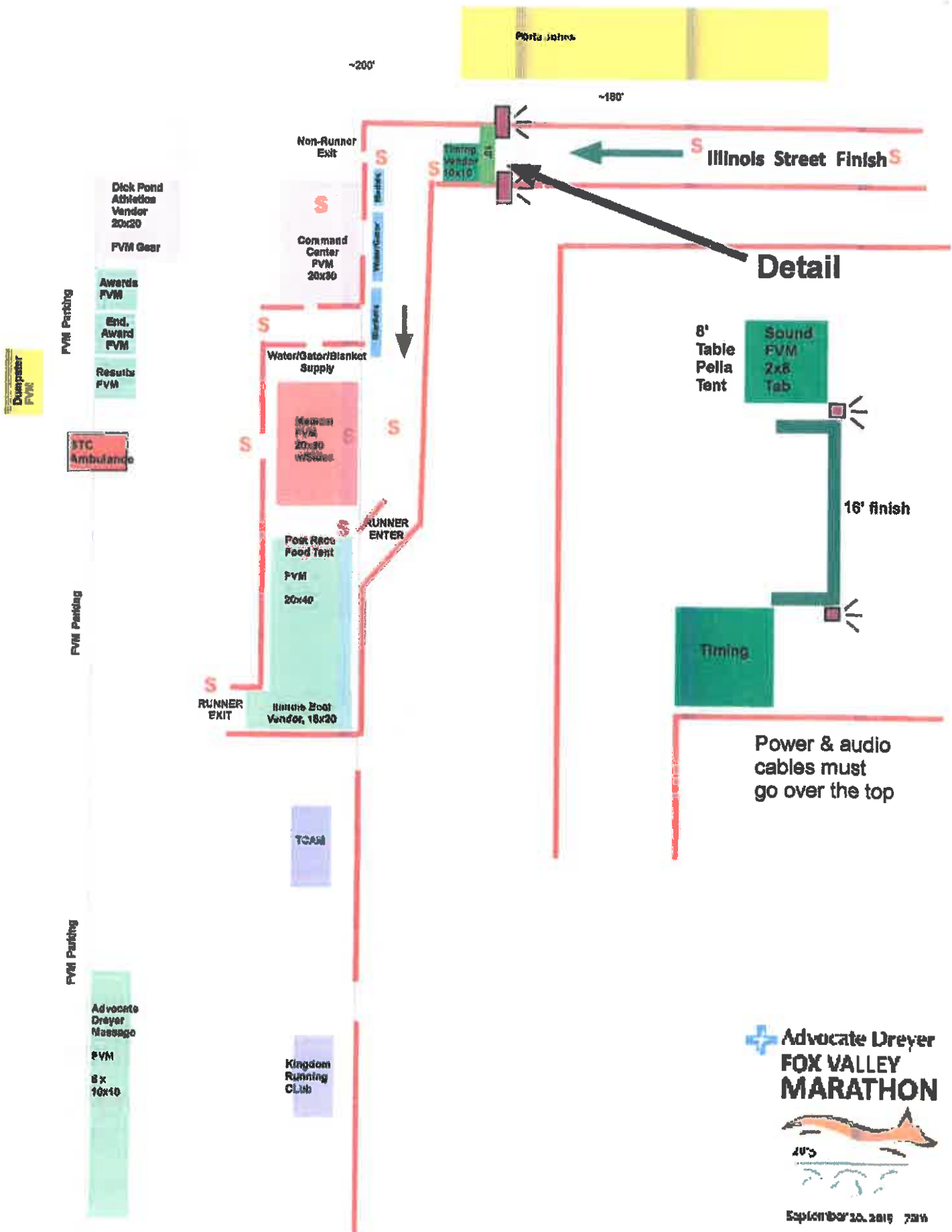
COURSE OVERVIEW

 Volunteer Location





MAIN VILLAGE START 1.1
Fox Valley Marathon Schematic



Advocate Dreyer
**FOX VALLEY
 MARATHON**



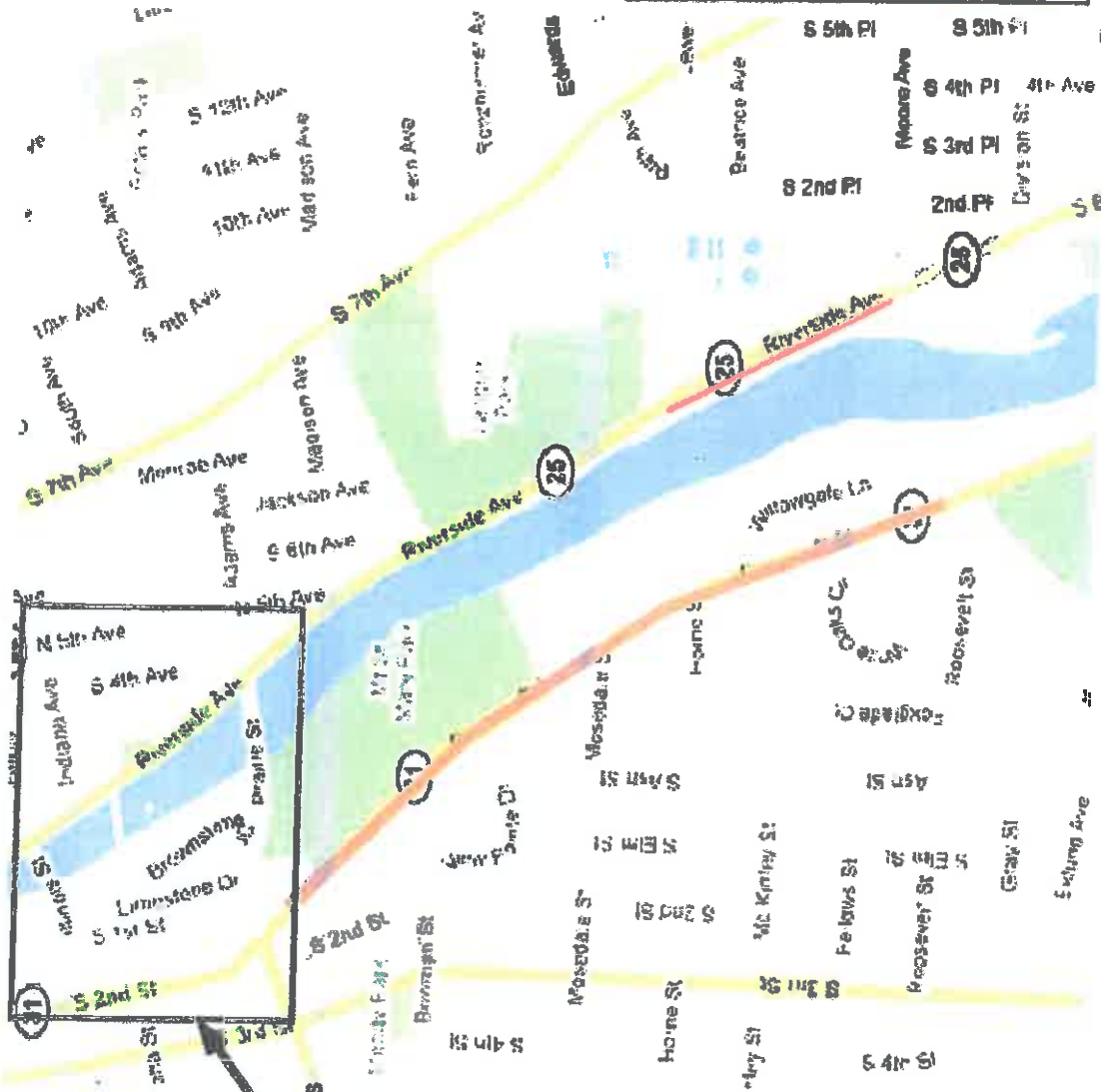
September 30, 2018 7:16

MAIN VILLAGE FINISH 1.1
Fox Valley Marathon Schematic



September 20, 2015 7am

September 20, 2015



RTE'S 25/31 SCHEMATIC

STREET/LANE CLOSINGS:

	Sunday 8:00am to 1:30pm SINGLE PERSON WIDE, CONED LANE West side of southbound lane. STC Police controlled, while still allowing two-way vehicle traffic.
	Sunday 7am to 7:30am SOUTHBOUND ONLY. STC Police controlled. Geneva takes over at city limits

REFER TO ATTACHED
START/FINISH SCHEMATICS



v

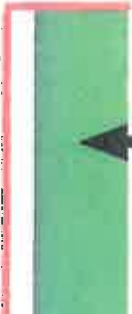


Volunteers monitor
Ramp down traffic
and parking north of
gear check



Parking Garage

v



Gear Check
Barricaded
First 10 Spots
on the east side
to the wall

5
10

Drop off- Only FVM
Volunteers behind Tent
Pickup - Runners
walk behind barricades
to pickup gear in
green area



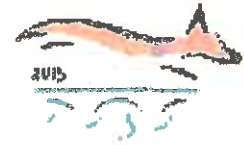
Illinois St

FVM
Finish Line



FVM
Race Village

Advocate Dreyer
FOX VALLEY
MARATHON



September 20, 2015 7:00

Parking Garage Gear Check 1.1
Fox Valley Marathon Schematic



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Construction Contract with Schroeder Asphalt Services, Inc. for the 2015 Street Rehabilitation Project
Presenter:	Karen Young

Please check appropriate box:

Government Operations	<input checked="" type="checkbox"/>	Government Services 05.26.15
Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	\$1,112,218.65	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 May 7, 2015, sealed bids for the 2015 Street Rehabilitation Project were publicly opened and read aloud. The City received a total of four qualified bids for this project and the results of the bid opening are as follows:

Bid Results:

<i>Engineer's Estimate</i>	<i>\$1,091,197.50</i>
Schroeder Asphalt Services	\$1,112,218.65
Hardin Paving Services	\$1,149,245.00
Johnson Paving	\$1,154,451.00
Geneva Construction	\$1,157,224.29

Funding for this program is based on a combination of Motor Fuel Tax Funds (MFT) and Corporate Funds. The bids came in 1.9% higher than the Engineer's Estimate, but there is sufficient funds budgeted to cover the amount as bid. The scope of work will include roadway resurfacing, sidewalk repairs, curb/gutter repairs, utility repairs and restoration. The Public Works Engineering Division prepared all design and specifications and performed the bid opening and review. The City's Engineering Inspector will be Gary Long, who will provide on-site construction engineering inspections. City staff has contacted Schroeder Asphalt Services references and staff believes that the contractor is capable to perform this work.

** The final dollar amount of the contract is under review and will be provided at the May 26, 2015 Government Services Committee Meeting.

Attachments: *(please list)*

None.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Construction Contract with Schroeder Asphalt Services, Inc. for the 2015 Street Rehabilitation Project.

<i>For office use only:</i>	<i>Agenda Item Number: 6.a</i>
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AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Resolution with the Illinois Department of Transportation for the 2015 Street Rehabilitation Project
Presenter:	Karen Young

Please check appropriate box:

Government Operations	<input checked="" type="checkbox"/>	Government Services 05.26.15
Planning & Development	<input type="checkbox"/>	City Council
Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$910,000	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> x	<input type="checkbox"/> NO	
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If NO, please explain how item will be funded:

Executive Summary:

Portions of the 2015 Street Rehabilitation Program will be paid for with Motor Fuel Tax (MFT) funds. The attached Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code is an agreement with the Illinois Department of Transportation. It specifies the streets to be constructed and details the amount of Motor Fuel Tax funds appropriated for this project for construction. The total appropriation includes the total cost of the project award and only the final amount spent on the contract is what will be the final appropriation from the MFT fund. The streets included in this year's program were presented at the March 2015 Government Services Meeting.

Attachments: *(please list)*

Copy of IDOT Form BLR 09111 "Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code"

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Resolution with the Illinois Department of Transportation in the amount of \$910,000 to be used for the 2015 Street Rehabilitation Program.

<i>For office use only:</i>	<i>Agenda Item Number: 6.b</i>
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Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Mayor and City Council of the City of St Charles, Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Various Locations

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of Pavement patching, curb and gutter removal and replacement, Sidewalk removal and replacement, bituminous resurfacing, rehabilitation to public utility structure(s), and parkway restoration.

and shall be constructed wide and be designated as Section 15-00106-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Nine hundred and ten thousand and 00/100 Dollars (\$910,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Schroeder Asphalt Services, Inc. ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved Date Department of Transportation Regional Engineer

I, Nancy Garrison Clerk in and for the City of St Charles, County of Kane, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council at a meeting on April 7, 2014 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of April, 2014 (SEAL) City, Town, or Village Clerk



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive the Formal Bid Procedure and Approve Contract with Martam Construction for the North Tyler Road Watermain Project
Presenter:	Karen Young

Please check appropriate box:

Government Operations	<input checked="" type="checkbox"/>	Government Services 05.26.15
Planning & Development	<input type="checkbox"/>	City Council
Public Hearing	<input type="checkbox"/>	

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

Executive Summary:

The existing watermain on N. Tyler Road, between IL Route 64 and Allen Lane, is in poor condition and is planned to be replaced this fiscal year. The watermain replacement work will be followed by resurfacing of this roadway with the 2015 Street Rehabilitation Program. The City is currently under contract with Martam Construction for the replacement of the watermain on N. 5th Avenue. In evaluating these two projects it was determined that the quantities are similar and comparable between both projects. Since the N. 5th Avenue project was competitively bid this year, staff felt there would be a time and cost savings by negotiating a contract with Martam Construction directly for this project and use the appropriate unit prices as bid with the N. 5th Avenue watermain project. The project has been designed by Trotter and Associates to a level that we can submit the IEPA permits and also to negotiate with Martam Construction. Staff feels this not only will expedite the construction of this project, but will also provide a cost savings, by not having to produce a full set of plans and specifications.

** The dollar amount of the contract will be provided at the May 26, 2015 Government Services Committee Meeting.

Attachments: *(please list)*

Bid Waiver Form

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Waive the Formal Bid Procedure and Approve Contract with Martam Construction for the North Tyler Road Watermain Project.

<i>For office use only:</i>	<i>Agenda Item Number: 6.c</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:

Martam Construction, Inc.
1200 Gasket Drive
Elgin, IL 60120

For the purchase of: North Tyler Street Watermain

At a combined total cost not to exceed: \$ ** (Amount to be presented to GSC at the meeting)

The existing watermain on N. Tyler Road, between IL Route 64 and Allen Lane, is in poor condition and is budgeted to be replaced this fiscal year. The watermain replacement work will be followed by resurfacing of this roadway with the 2015 Street Rehabilitation Program.

The City is currently under contract with Martam Construction for the replacement of the watermain on N. 5th Avenue. In evaluating these two projects it was determined that the quantities are similar and comparable between both projects. Since the N. 5th Avenue project was competitively bid this year, staff feels there would be a time and cost savings by negotiating a contract with Martam Construction directly for this project and use the appropriate unit prices as bid with the N. 5th Avenue watermain project. The project has been designed by Trotter and Associates to a level that we can submit the IEPA permits and also to negotiate with Martam Construction. Staff feels this not only will expedite the construction of this project, but will also provide a cost savings, by not having to produce a full set of plans and specifications. Martam Construction, Inc. has provided a price to complete this work per the line items on the North 5th Avenue Watermain project as appropriate between the two projects.

Other Quotations Received: None

Date: 05/26/2015

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.



AGENDA ITEM EXECUTIVE SUMMARY

Title: Update on the Peck Road Resurfacing Project – Information only

Presenter: Karen Young

Please check appropriate box:

	Government Operations	X	Government Services 05.26.15
	Planning & Development		City Council

Estimated Cost:	N/A (Council Approved on March 2, 2015)	Budgeted:	YES	X	NO	
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Executive Summary:

On April 24, 2015, sealed bids for the Peck Road Resurfacing Project were publicly opened and read aloud by Illinois Department of Transportation representatives in Springfield. A total of 5 qualified bids for this project were received and the results of the bid opening are as follows:

Bid Results:

<i>Engineer's Estimate</i>	<i>\$681,500.00</i>
Builders/Harding Paving, LLC	\$547,934.70
Curran Contracting Co.	\$615,572.15
Geneva Construction Co.	\$640,000.00
J.A. Johnson Paving Co.	\$640,640.00
Plote Construction Inc.	\$677,872.95

The low bidder came in approximately 19.6% lower than the Engineer's Estimate for this work. Funding for this program is based on a combination of Federal Funds (Local Agency Functional Overlay L.A.F.O.) and Corporate Funds. The City received a \$500,000 maximum grant from the Kane/Kendall Council of Mayors for this project, with a 75% Federal and 25% Local funding split for construction and construction engineering. The Local Agency Agreement for Federal Participation Agreement with I.D.O.T. was approved by City Council in March 2015, and based on the above bid prices the breakdown in funding for both construction and construction engineering are Federal (LAFO) Funding \$468,648.53 and City Funding \$156,216.18. This is a total anticipated savings of \$102,283.83 in City funding from the original estimates. The Illinois Department of Transportation will be awarding the construction contract, since there are Federal Funds involved. Typically it takes I.D.O.T approximately 45 days to execute the contract. Builders/Hardin Paving has indicated that they will start construction in early July. The construction inspection will be completed by Wills Burke Kelsey Associates.

Attachments: *(please list)*

None

Recommendation / Suggested Action *(briefly explain):*

For information only

<i>For office use only:</i>	<i>Agenda Item Number: 6.d</i>
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AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Inter-Governmental Agreement between the City of St. Charles, St. Charles Park District and Forest Preserve District of Kane County for the Active River Project
Presenter:	Chris Adesso

Please check appropriate box:

	Government Operations	<input checked="" type="checkbox"/>	Government Services 05.26.15
	Planning & Development		City Council
	Public Hearing		

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:

Members of the Active River Task Force, including representatives from the City of St. Charles, St. Charles Park District, Kane County Forest Preserve District, River Corridor Foundation and other invested parties have been meeting since the Council Committee approved a motion of support in February of 2014 and the City's financial commitment of \$20,000 in September of 2014.

The Task Force has successfully vetted through a Request for Qualifications process and hired a professional services firm to assist in completing an update to the 2002 River Corridor Mater Plan which will include a comprehensive analysis of leveraging the Fox River to the greatest extent possible.

An Inter-Governmental Agreement has been drafted and fully reviewed by all of the involved agencies legal counsel. This agreement solidifies the relationship of the agencies for the Active River Project and will allow for the Park District to act in a lead role. The Park District will manage the grant funding secured from the Kane County River Boat Grant and make progress payments to the professional services provider.

Attachments: *(please list)*

Inter-Governmental Agreement (IGA) Document

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Inter-Governmental Agreement between the City of St. Charles, St. Charles Park District and Forest Preserve District of Kane County for the Active River Project.

For office use only:

Agenda Item Number: 6.e

AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 2015, by and between the CITY OF ST. CHARLES (hereinafter the "CITY"), Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, the RIVER CORRIDOR FOUNDATION OF ST. CHARLES (hereinafter referred to as the "RIVER CORRIDOR"), an Illinois not-for-profit corporation exempt under section 501(C)3 of the Internal Revenue Code, the ST. CHARLES PARK DISTRICT, Kane and DuPage Counties, Illinois (hereinafter referred to as the "PARK DISTRICT"), a body corporate and politic of the State of Illinois, and the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter referred to as the "FOREST PRESERVE DISTRICT"), a downstate forest preserve district of the State of Illinois. The CITY, the RIVER CORRIDOR, the PARK DISTRICT and the FOREST PRESERVE DISTRICT are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

W I T N E S S E T H:

WHEREAS, the CITY is authorized, among other matters, to acquire and hold real property for corporate purposes pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) and is a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, thereby having the power to exercise any power and perform any function pertaining to its government and affairs, unless otherwise limited by law; and

WHEREAS, the RIVER CORRIDOR is an Illinois not-for-profit corporation and exempt under section 501(c)3 of the Internal Revenue Code and is authorized to raise funds for

the redevelopment of the Fox River Corridor of St. Charles and oversee the redevelopment of the Fox River Corridor of St. Charles; and

WHEREAS, the PARK DISTRICT is authorized, among other matters, to establish recreation programs and to acquire real property to effect any of the powers or purposes granted under the Park District Code (70 ILCS 1205/1-1 *et seq.*); and

WHEREAS, the FOREST PRESERVE DISTRICT is authorized, among other matters, to acquire real property for various purposes, including acquiring and improving pathways that will connect forest preserves pursuant to the provisions of the Downstate Forest Preserve District Act (70 ILCS 805/0.001, *et seq.*); and

WHEREAS, the Fox River is an underutilized amenity that has potential to add many opportunities for the citizens of the CITY, PARK DISTRICT, AND FOREST PRESERVE DISTRICT; and

WHEREAS, the PARTIES mutually agree that the FOX RIVER would be appropriate for a variety of purposes including but not necessarily limited to recreation opportunities, river front trail opportunities, clean water initiatives and improved shoreline stabilization and towards that end, the PARTIES have filed an Statement of Qualifications (SOQ) for services to determine potential projects that improve water ecology and shoreline erosion, increase recreational activity and make a positive economic impact; and

WHEREAS, the PARTIES mutually desire to set forth their respective rights and responsibilities with respect to determining the feasibility of the study of the FOX RIVER for the uses stated above, or such other uses as may be appropriate and the future implementation of the recommendations to be contained in the study.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the PARTIES mutually agree and bind themselves as follows, to wit:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Agreement as though fully set forth in this Section 1.

Section 2. Professional Services. The PARTIES recognize that it will be necessary to have a professional prepare an amendment to the River Corridor Master Plan that: a. identifies potential appropriate uses for the FOX RIVER, including, but not limited to recreation opportunities; b. increases shoreline stabilization; c. improves water quality; d. identifies any physical or other restraints or limitations on river front trails; e. prepares a cost estimate; and f. compiles other relevant information regarding proposed future projects. The costs for the study shall be shared among the PARTIES – RIVER CORRIDOR - \$20,000, PARK DISTRICT - \$20,000, CITY - \$20,000. Additional funds of \$46,250 will be granted to the PARK DISTRICT through the Kane County River Boat Grants for the use of said study.. The PARTIES shall confer prior to the execution of any contract for the professional services to be completed. The PARK DISTRICT shall act as the lead agency in preparing a list of qualified firms, and shall consult with and receive input from the other PARTIES prior to hiring a firm to perform the study .

Section 3. Future Agreements. The PARTIES recognize that there are additional issues that will need to be addressed and resolved, and that the rights and responsibilities of each of the PARTIES will need to be more clearly defined, as they work together towards the ultimate goal of IMPLEMENTATION OF THE AMENDED RIVER CORRIDOR MASTER PLAN.

These issues include, but are not necessarily limited to the following matters:

- appraisal/title research issues
- financing issues, including grant applications
- identifying which PARTY or PARTIES will proceed with projects as suggested by the study
- determining the cost-sharing responsibilities of each PARTY with respect to the activities contemplated under this Agreement and future agreements

The PARTIES agree to work cooperatively on such issues and to enter into such additional future agreements as are necessary to address such matters. Notwithstanding anything in this Agreement to the contrary, nothing set forth in this Agreement shall bind a PARTY to make specific financial contributions, fund specific expenditures or otherwise incur financial liability for any action contemplated other than the specific financial commitment under Section 2 of this Agreement. Any contributions or expenditures to be made or binding financial obligations to be incurred in the future shall require an amendment to this Agreement approved by the governing body of each of the respective PARTIES.

Section 4. Mutual Assistance. The PARTIES shall endeavor to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the PARTIES as reflected by the terms of this Agreement, including, without limitation, the enactment by the PARTIES of such resolutions and ordinances, the execution of such applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this Agreement.

Section 5. No Third-Party Beneficiaries/Relationship of Parties. Nothing contained in this Agreement, nor any act of a PARTY, shall be deemed or construed by any of the other PARTIES, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Parties other than that expressly provided for herein.

Section 6. Paragraph Headings. The paragraph headings and references are for the convenience of the PARTIES and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 8. Contact Person. The following persons shall be the primary contact person for each of the PARTIES:

CITY: Mark Koenen
City Administrator
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
630/377-4422
mkoenen@stcharlesil.gov

RIVER CORRIDOR John Rabchuk
Vice president
River Corridor Foundation of St. Charles
214 South 1st Street, Suite A
St. Charles, Illinois 60174

PARK DISTRICT: Holly Cabel
Director
St. Charles Park District
101 N. 2nd Street
St. Charles, IL 60174

FOREST PRESERVE DISTRICT: Monica Meyers
Executive Director
Forest Preserve District of Kane County
1996 S. Kirk Road
Suite 320
Geneva, IL 60134

Section 9. Amendment. This Agreement may be amended only by written instrument properly executed by the PARTIES. Execution of any such amendment by a PARTY shall first

have been authorized by an ordinance or resolution duly adopted by the corporate authorities of the PARTY.

Section 10. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 11. Governing Law. The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement. Venue for any litigation arising hereunder shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and seals on the day year first above written.

CITY OF ST. CHARLES, an Illinois municipal corporation,

By: _____
Mayor Ray P. Rogina

ATTEST:

City Clerk Nancy Garrison

RIVER CORRIDOR FOUNDATION OF ST. CHARLES, a 501(c)3 organization

By: _____
Holly Cabel, President

ATTEST:

Secretary

ST. CHARLES PARK DISTRICT, a body
corporate and politic of the State of Illinois

By: _____
Bob Thomson, President

ATTEST:

Secretary

FOREST PRESERVE DISTRICT OF KANE
COUNTY, a body corporate and politic of the State
of Illinois

By: _____
Mike Kenyon, President

ATTEST:

Secretary

298094_3.DOC



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Waive the Formal Bid Procedure and Approve the Main Street Alcove Repairs

Presenter: AJ Reineking

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 05.26.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$63,275.00	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:

In March, one of the columns that supports the southwest alcove on the Main St. bridge was damaged in an apparent hit and run incident. The structure has been temporarily secured while staff has worked with a consultant engineering firm, Wills, Burke, Kelsey Associates (WBK), to identify a long-term remedy. The original stone manufacturer, Architectural Cast Stone (ACS), was consulted to review original plan details as well as options for repair.

ACS has provided a proposal to replace the column per the original design. In addition, the FY15/16 budget included funds to make repairs to other aesthetic defects to several locations on the Main Street bridge, as well as the Prairie Street bridge. ACS has included those repairs in their proposal and staff feels there is an economy of scale by grouping the emergency repair with the aesthetic modifications.

In reviewing the condition of the alcoves with WBK and ACS, there is a need for a more detailed condition analysis of the alcoves. That analysis as well as a formal maintenance program will be budgeted in future years.

Attachments: *(please list)*

Bid Waiver
 Architectural Cast Stone Proposal
 Architectural Unit Cost Breakdown

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the formal bid procedure and approve an agreement with Architectural Cast Stone for repairs to the Main Street Alcoves in the amount of \$63,275.00.

For office use only: *Agenda Item Number: 6.f*

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:

Architectural Cast Stone
2775 Norton Creek Drive
West Chicago, IL 60185

For the purchase of: Main Street Alcove Repair Services

At a combined total cost not to exceed: \$ 63,275.00

In March, one of the columns that supports the southwest alcove on the Main St. bridge was damaged in an apparent hit and run incident. The structure has been temporarily secured while staff has worked with a consultant engineering firm, Wills, Burke, Kelsey Associates (WBK), to identify a long-term remedy. The original stone manufacturer, Architectural Cast Stone (ACS), was consulted to review original plan details as well as options for repair.

ACS has provided a proposal to replace the column per the original design. In addition, the FY15/16 budget included funds to make repairs to other aesthetic defects to several locations on the bridge. ACS has included those repairs in their proposal and staff feels there is an economy of scale by grouping the emergency repair with the aesthetic modifications.

Other Quotations Received: None

Date: 05/26/2015

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.



ARCHITECTURAL CAST STONE

2775 Norton Creek Drive West Chicago, IL 60185 Phone: 630.377.4800 Fax: 630.377.8282
CSI, APA and IDOT Certified www.ACSGreenStone.com

REVISED PROPOSAL

City of St. Charles
Attn: John Lochdaum

Quote no: 04272014-01
Phone:
Fax:
Date: April 28, 2015

Project name: **Main Street Bridge, St. Charles**

We hereby submit our proposal to furnish the following Architectural Cast Stone items per the Work Scope listed below.

SCOPE OF WORK

1 EA column assembly, remove and replace

ALTERNATES:

- 1. Maintain sealant at the top of each domed canopy and seal grout pockets
ADD: \$2175.00 each = \$8700.00 ACCEPT: YES ___ NO ___
- 2. Remove and replace all caulking at each domed canopy (approx.. 250 LF)
ADD: \$3450.00 each = \$13,800 ACCEPT: YES ___ NO ___
- 3. Patch poured in place concrete at large spalls
ADD: \$6150.00 each ACCEPT: YES ___ NO ___ QTY ___
- 4. Rub poured in place concrete for a uniform appearance after patching
ADD: \$1170.00 each ACCEPT: YES ___ NO ___ QTY ___
- 5. Remove loose concrete at West abutment on the **Prairie Street bridge**. Clean and coat exposed rebar with Benjamin Moore Rust Arrestor and Zinc Rich primer. Form and patch with LA40 by BASF
ADD: 4315.00 ACCEPT: YES ___ NO ___
- 6. Unit pricing---Remove and replace sealant
Grind and caulk/tuckpoint cracks
ADD: \$13.50 per LF
ADD: \$11.50 per LF
ACCEPT: YES ___ NO ___

INCLUSIONS

- production ticket for approval; ▪ arrow board for lane closure, ▪ loose hardware
- field measurements; ▪ match existing precast color
- per APA & CSI specifications and standards

EXCLUSIONS

- sealers, stains, coatings;
- sales tax (if applicable); ▪ retention; ▪ anti-graffiti coating;
- structural calcs; ▪ mock up; ▪ addendums;

CLARIFICATIONS

- ACS standard terms & conditions apply; ▪ epoxy reinforcement;
- one hour on jobsite for unloading, \$85/hour thereafter

Base Bid Amount (excluding sales tax) \$8,960.00

Architectural Cast Stone
Sales Department
Phone: 630-377-4800
Fax: 630-377-8282
sales@acscaststone.com

City of St. Charles

By: _____

Name printed: _____

ACCEPTED this ____ day of _____, 2015

Is job taxable? Yes No

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

IL 64 Main Street canopy repair Scope
 4/29/2015
 GJC

Description	Unit	Quantity	Unit Price	Total
Capony 4 North column Replacement	EA	1	\$ 8,960.00	\$ 8,960.00
Prairie Street	LS	1	\$ 4,315.00	\$ 4,315.00
Canopy Repair 2A	EA	1	\$ 6,150.00	\$ 6,150.00
Canopy Repair 2B	EA	1	\$ 6,150.00	\$ 6,150.00
Canopy Repair 4A	EA	1	\$ 6,150.00	\$ 6,150.00
Canopy Repair 4B	EA	1	\$ 6,150.00	\$ 6,150.00
Canopy Repair 3A	EA	1	\$ 6,150.00	\$ 6,150.00
Rub Finish 2A	EA	1	\$ 1,170.00	\$ 1,170.00
Rub Finish 2B	EA	1	\$ 1,170.00	\$ 1,170.00
Rub Finish 4A	EA	1	\$ 1,170.00	\$ 1,170.00
Rub Finish 4B	EA	1	\$ 1,170.00	\$ 1,170.00
Rub Finish 3A	EA	1	\$ 1,170.00	\$ 1,170.00
Canopy Seal 1	EA	1	\$ 2,175.00	\$ 2,175.00
Canopy Seal 2	EA	1	\$ 2,175.00	\$ 2,175.00
Canopy Seal 3	EA	1	\$ 2,175.00	\$ 2,175.00
Canopy Seal 4	EA	1	\$ 2,175.00	\$ 2,175.00
Sub-total				\$ 58,575.00



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve License Agreement and Resolution for Lazarus House Refuse Enclosure

Presenter: John Lamb

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 05.26.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	NA	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

The Lazarus House located at 214 S. Third Street requires a license agreement for a refuse enclosure to be placed on City property. The Lazarus House 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 on City property.

The enclosure will be located on City property which is located in the adjacent City Parking Lot. The enclosure will be the standard sixteen feet long and eight feet wide. The License Agreement stipulates what space can be used on City property. The enclosure plans will be reviewed by City staff and built to applicable codes. Lazarus House 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 Lazarus House for refuse enclosure on City property and a Resolution Authorizing the Mayor and Clerk to execute the same.

<i>For office use only:</i>	<i>Agenda Item Number: 6.g</i>
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NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2015, by and between the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (hereinafter "CITY"), and the Lazarus House (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 building known as Lazarus House in 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 Walnut St. Parking Lot – City Lot T located adjacent to the Owner's Real Estate and legally described in Exhibit A attached hereto and incorporated herein (hereinafter "Walnut St. Parking Lot"); and

WHEREAS, OWNER is obligated to construct an approved trash receptacle enclosure and has requested that it be located within the City of St. Charles' Parking Lot 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 A (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 Lazarus House 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.

9. 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.

10. 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.

11. 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.

12. 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:

Lazarus House
Attn: Liz Eakins, Executive Director
214 Walnut Street
St. Charles, Illinois 60174

With a copy to:

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

13. 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.

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

By: _____

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

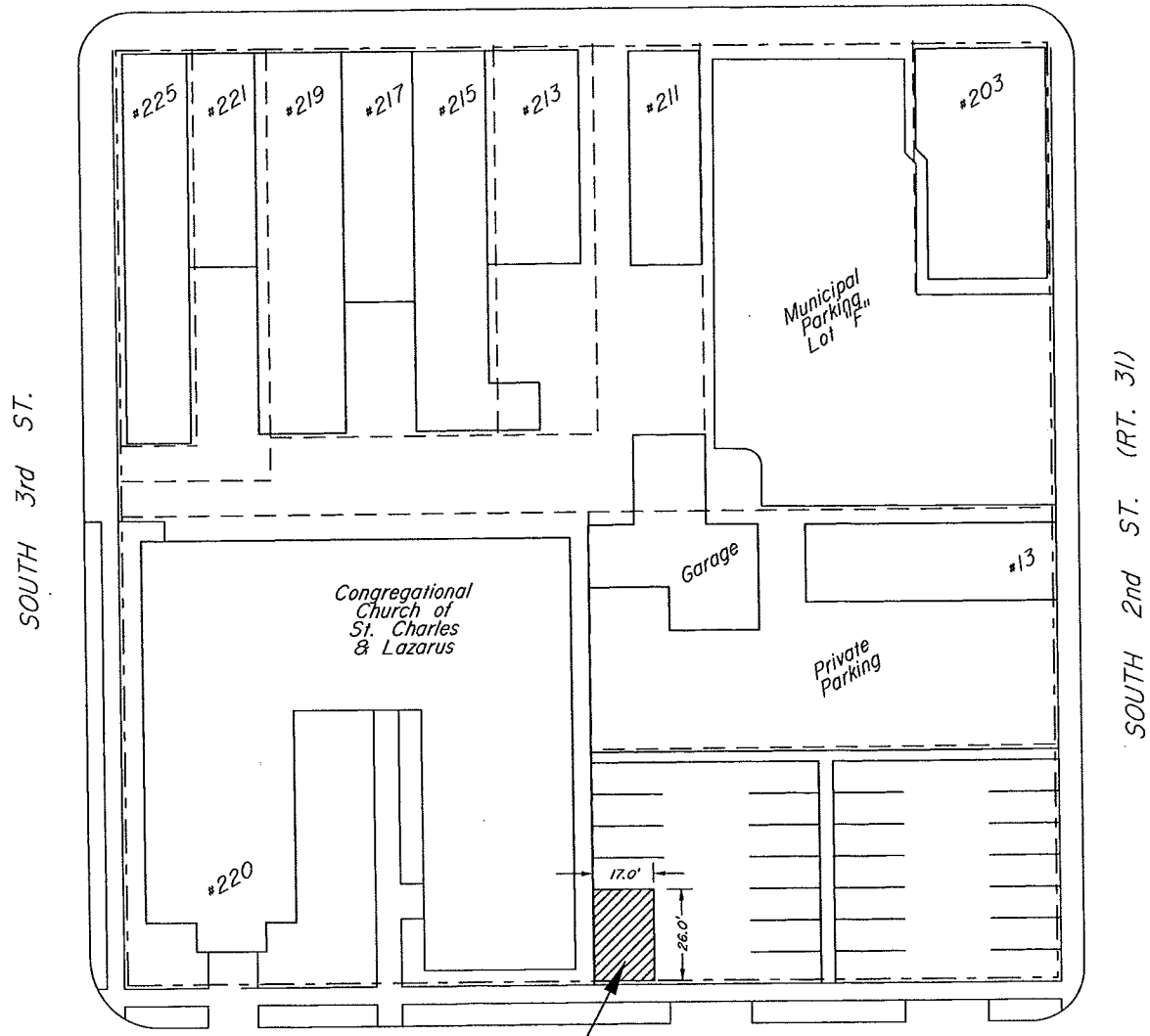
By: _____
Mayor Raymond P. Rogina

ATTEST:

City

LICENSE AGREEMENT
 EXHIBIT A
 CITY OF ST. CHARLES R.T.C PARKING LOT T

WEST MAIN STREET (RT. 64)



Legal Description
 & License Agreement
 Area

WALNUT ST.

LEGAL DESCRIPTION

THE SOUTHERLY 26 FEET OF THE WESTERLY 17 FEET OF LOT 7 IN
 BLOCK 44 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE WEST
 SIDE OF FOX RIVER IN THE CITY OF ST. CHARLES, KANE COUNTY ILLINOIS.



5/12/2015
 1"=50'

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF ST. CHARLES TO EXECUTE A CERTAIN LICENSE AGREEMENT – 214 S. Third Street

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 _____, 2015.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of _____, 2015.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2015.

Mayor Raymond P. Rogina

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve an Ordinance Authorizing Amendment of Title 13 “Public Utilities”, Chapter 13.16, “Water”, Section 13.16.205 “Water Conservation” of the City of St. Charles Municipal Code
Presenter:	John Lamb

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 05.26.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	NA	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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If NO, please explain how item will be funded:

Executive Summary:

At the March Government Services Committee staff presented amendments to the Water Conservation Section of the City Ordinance. However, some of the existing ordinance language that was not being changed was inadvertently omitted. Therefore this language needs to be placed back in the ordinance and amended as such.

Attachments: *(please list)*

Proposed Ordinance Amendments

Recommendation / Suggested Action *(briefly explain):*

Recommendation to amend Ordinance 2015-M-27 of the St. Charles Municipal Code and a Resolution Authorizing the Mayor and Clerk to execute the same.

For office use only

Agenda Item Number: 6.h

City of St. Charles, Illinois
Ordinance No. 2015-M-_____

An Ordinance Authorizing Amendment of Title 13 “Public Utilities”, Chapter 13.16, “Water”, Section 13.16.205 “Water Conservation ” 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:

13.16.205 Water conservation.

B. Application of Regulations.

1. The provisions of this section shall apply to persons using water provided by the city, and regardless of whether any person using water shall have a contract for water service with the city.
2. The provisions of section (C) shall apply year-round, subject to any modifications thereof, including application of these or other regulations during this or any other time, by an emergency proclamation.

C. Conservation of Residential, Business and Industrial Outdoor Water Uses. All persons using city water shall adhere to the following schedules for lawn watering with sprinklers.

1. All properties with even-numbered street addresses may use water for sprinkling on even numbered days of the month only, and all properties with odd numbered street addresses may use water for sprinkling on odd numbered days of the month only

2. Sprinkling hours: water may be used for sprinkling only between the hours of 6:00 a.m. and 9:00 a.m. and between the hours of 6:00 p.m. and 9:00 p.m., Central Standard Time or Central Daylight Savings Time, as the case may be.

3. Watering by hand-held hoses or the use of drip type irrigation water devices are permitted any day of the month, at any time of the day for the following uses only:

- a. **Washing cars provided all water hoses are equipped with positive shut-off nozzles.**
- b. **Watering flowers, trees (including root feeders), shrubs, gardens and lawns.**
- c. **Filling of wading pools under 50 gallons of capacity.**

4. Sod Laying and Seeded Lawn Installation Permit Requirement

a. Notwithstanding the above provisions, sod laying, lawn seeding, and the planting of other landscaping for the establishment of a new lawn or new landscaping is prohibited from July 1 through August 31 each year, unless the source of watering for said sod, lawn seeding or

planting of landscaping is derived from reclaimed greywater, recycled effluent, or harvested rainwater. The prohibition shall not apply to soil erosion and sedimentation plans required pursuant to city ordinances (with approved plans) or for restorations due to required repairs of public utilities (e.g., water main breaks).

b. Except for the period of July 1 through August 31 of each year or during an emergency proclamation event, water from the city water distribution system or private wells may be used for the establishment of sod or seeded turf lawns planted or installed in the current year. A permit issued by the Director of Public Works (or his designated representative) is required for the installation of all seeded and sodded lawns. The application (a copy of which is appended hereto) for a sod laying and seeded lawn installation permit shall include the following information:

- i) The address of the property where the sod is to be laid.
- ii) The name and address of the owner of said property.
- iii) The name and address of the contractor.
- iv) The number of square feet of sod to be laid.
- v) The date on which the sod is to be laid.
- vi) The date the property owner will commence using water from the city water distribution system to water the sod, in accordance with the regulations set forth in this section.

c. The issuance of a sod laying and seeded lawn installation permit shall allow the permittee to water the newly installed sod or seed utilizing sprinkling device(s) for a period of time not to exceed eight hours on the first day. For the next consecutive nine days watering shall be permitted between the hours of 6:00 a.m. to 9:00 a.m. and between the hours of 6:00 p.m. to 9:00 p.m. Following the said 10-day period, the permittee must comply with the conservation schedule set forth in paragraphs C (1) and C (2) above.

D. Waste of Water Prohibited: No person shall allow a continuous stream of water to run off into any gutter, ditch, drain, or street inlet while using water for restricted purposes, nor shall a person spray or sprinkle streets or sidewalks.

E. Emergency Proclamation: Whenever the water supply is diminished from any cause, including, but not limited to, prolonged dry period or drought, increased water demand, equipment failure, or water quality concerns, to an amount which in the opinion of the city engineer or director of public works is or is likely to become dangerous to the health and safety of the public, the [mayor or manager] is hereby authorized and empowered to issue an emergency proclamation specifying different or additional regulations on the use of water.

1. In the case of regional dry periods or drought, the mayor shall take into account the recommendations of the regional water supply planning group, the Northwest Water Planning Alliance (NWPA), on making the decision to issue an emergency proclamation.

2. Such regulations may provide for limitations on the usage of water, limitations on days and hours of use of water for some or all purposes, and prohibition of specified uses of water. The following shall constitute the default emergency regulations:
 - a. In the case of moderate to severe drought conditions or similar regional water supply constraints as advised by the NWPA, the use of sprinkler systems shall be prohibited. Outdoor use of water shall still be allowed for those exempted uses in subsection (D)(2) and do not have to follow hour or day restrictions.
 - b. In the case of extreme to exceptional drought conditions or similar regional water supply constraints as advised by the NWPA, the use of water outdoors for any purpose shall be prohibited.
3. Upon issuing such proclamation, the [mayor or manager] shall make the contents thereof known to the public by posting a copy at the [city or village] hall, and by news release to local newspapers and radio media, and may also endeavor to notify the [city or village] residents and other persons in any other practical manner that he or she shall devise. Further, the [mayor or manager] shall immediately deliver notice of such proclamation, and the regulations that have been imposed by such proclamation, to all members of the [city council or village board].
4. The emergency proclamation of the [mayor or manager], and the regulations imposed thereby, shall remain in full force and effect until any one of the following shall first occur:
 - a. The [mayor or manager] determines that the emergency no longer exists and that the emergency proclamation, and the regulations imposed thereby, shall no longer continue in effect.
 - b. The [city council or village board] modifies or repeals the emergency proclamation, and the regulations imposed thereby, by means of an ordinance enacted at any regular or special meeting of the [city council or village board].
5. Any [city or village] employee or officer may, at the direction of the [mayor or manager], notify and warn any person of the effect of said emergency proclamation and direct said person to comply with said watering or sprinkling restrictions. If any said person, after having first been warned about said restrictions of the emergency proclamation, shall continue to violate said

restrictions of the proclamation, they shall be deemed to be in violation of this section.

F. Authority: The authority to prohibit and further regulate the sprinkling of lawns, shrubbery and gardens shall be expressly reserved and may be amended from time to time, as necessary, by the [mayor or manager] and [city council or village board].

G. Penalties:

1. Any person who violates, disobeys, neglects, fails to comply with or resists enforcement of the provisions of this ordinance shall, within ten (10) days of receiving notice of such violation, pay the [city or village] a fine, as follows:
 - a. Fifty dollars (\$50.00) for a first offense;
 - b. One hundred dollars (\$100.00) for a second offense; and
 - c. Two hundred dollars (\$200.00) for each subsequent offense.
2. Each day a violation occurs or continues shall be considered a separate violation for purposes of this section.
3. In addition to penalties provided herein, the city may recover reasonable attorney fees, court costs, court reporter fees and other expenses of litigation.