

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

**MONDAY, JULY 27, 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. PUBLIC WORKS DEPARTMENT

- a. Recommendation to approve a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation for the Maintenance, Promotion and Operation of the Jones Law Office.
- b. Recommendation to award the Bid for the Purchase of a Spray Injection Road Repair Machine to Hampton Equipment, Inc.
- c. Recommendation to award the Bid for Storm Sewer Point Repair Services to J&S Construction Sewer & Water.
- d. Update on Solar Project – for Information Only.
- e. Recommendation to approve Purchase Order with CG Power Systems for Prairie Street Substation Transformer.
- f. Recommendation to approve Real Estate Purchase Agreement for 811 Illinois Avenue.

5. POLICE DEPARTMENT

- a. Recommendation to approve Amplification (North High School only), and Closure of Parking Lot “B”, and IDOT Resolutions for the Closure of Main Street (Route 64) from 6th Street to 2nd Avenue for Two High School Homecoming Parades.

- b. Recommendation to approve Street and Parking Lot Closures and Amplification for the 2015 Scarecrow Festival.
- c. Presentation of 2015 Annual St. Charles Riverwalk, formerly known as the Bob Leonard Walk –Information only.
- d. Presentation of Dash in the Dark 5K – Information only
- e. Presentation of Ghosts & Ghouls 5K – Information only
- f. Recommendation to approve Changes to the City of St. Charles City Code 10.11.2100 – Intersections Where Stop or Yield Required.
- g. Recommendation to approve Changes to the City of St. Charles City Code 10.40.044 – Residential Parking Only on School Days.

6. ADDITIONAL BUSINESS

7. EXECUTIVE SESSION

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

8. 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 07.27.15
<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)*

June 2015 Outage Report

Recommendation / Suggested Action *(briefly explain):*

For information only.

<i>For office use only:</i>	<i>Agenda Item Number: 3.a</i>
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City of St. Charles
June 2015 Outages

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	6/5/2015	11:01 AM	0	NE quadrant. Charlestowne Mall, East HS, and Pheasant Run	L13167	Two momentary outages - confirmed Potential Transformer failure on primary metering structure at Route 64, just east of Powis. Damage was on top of PT bushing and not visible from ground. ComEd patrolled, but did not see the damage.	1381	0	ComEd	L13167
2	6/7/2015	7:53 AM	0	NE quadrant. Charlestowne Mall, East HS, and Pheasant Run	L13167	Two momentary outages - confirmed Potential Transformer failure on primary metering structure at Route 64, just east of Powis. Damage was on top of PT bushing and not visible from ground. Outage occurred during heavy rain.	1381	0	ComEd	L13167
3	6/7/2015	10:58 PM	0	NE quadrant. Charlestowne Mall, East HS, and Pheasant Run	L13167	Two momentary outages - confirmed Potential Transformer failure on primary metering structure at Route 64, just east of Powis. Damage was on top of PT bushing and not visible from ground. Outage occurred during heavy rain.	1381	0	ComEd	L13167
4	6/9/2015	8:54 AM	0	Fox Chase, East HS, Half of Charlestowne Mall	731/732	Momentary breaker operation due to cable fault at Mall	281	0	Equipment	Primary Cable Fault
4	6/9/2015	8:54 AM	210	TR 2475T01, which feeds the internal areas of the mall, but not any of the anchor stores	731	Primary cable fault in the elbow just below TR 2475T01	1	210	Equipment	Primary Cable Fault
5	6/10/2015	5:42AM	0	Area bounded by Beatrice on the north, 7th Ave on the east, Division on the south, and Riverside on the west	311	Squirrel caused tap fuse at 7th and Moore Ave to blow	90	0	Animal	Squirrel
6	6/12/2015	6:52 AM	0	SW quadrant	624	Squirrel on top of transformer caused recloser operation before it blew transformer fuse	775	0	Animal	Squirrel
6	6/12/2015	6:52 AM	45	413 Indiana St.	624	Squirrel on top of transformer caused transformer fuse to blow.	6	270	Animal	Squirrel
7	6/15/2015	6:07 PM	0	SW quadrant	L56931	Confirmed Lightning Hit - 8 poles north of Fabyan on Kaneville Road	2795	0	ComEd	L56931
8	6/20/2015	4:42 PM	0	SW part of town from Prairie to Gray & river to 8th St.	624	Mylar balloons caused automatic recloser operation.	775	0	Others	Balloons
9	6/20/2015	8:39 PM	0	SW side of town.	L56931	ComEd momentary caused by confirmed lightning strike on Deerpath Road	2795	0	ComEd	L56931

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

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
10	6/20/2015	8:10 AM	35	Beatrice Ave.	311	Squirrel blew fuse.	10	350	Animal	Squirrel
11	6/21/2015	11:50 AM	56	NW & part of SW quadrant	222/224/226	Recloser failure on circuit 224 @ substation 2. Cut bad recloser clear of 12kV bus and switched Circuit 222 to 2T1 at Substation.	629	35,224	Equipment	Recloser
11	6/21/2015	11:50 AM	70	NW & part of SW quadrant	222/224/226	Recloser failure on circuit 224 @ substation 2. Switched Circuit 226 to 315.	32	2,240	Equipment	Recloser
11	6/21/2015	11:50 AM	86	N. & E. of 12th St.	222/224/226	Recloser failure on circuit 224 @ substation 2. Switched Circuit 224 to 112 from Red Gate Station.	618	53,148	Equipment	Recloser
12	6/22/2015	11:30 AM	60	11 N. 3rd Street - Abby's Restaurant	313	Customer overload of service caused main breaker to trip	1	60	Customer	Overload
13	6/24/2015	6:18 PM	0	E. Main & Production	514	Squirrel blew fuse @ 2015 E. Main St.	294	0	Animal	Squirrel
13	6/24/2015	6:18 PM	82	2015 E. Main St.	514	Squirrel blew fuse.	1	82	Animal	Squirrel
14	6/25/2015	7:12 PM	78	2010 Fairfax Rd.	732	Fence post installation hit service cable. Isolated bad leg, restored power with jumper.	1	78	Others	Dig In
15	6/27/2015	4:13 PM	0	SE quadrant	L11167	Momentary breaker operation on ComEd feed L11167. ComEd patrolled fault zone and did not find cause.	629	0	ComEd	L11167
16	6/29/2015	4:53 PM	0	N. E. side of town.	L13154	Momentary breaker operation on ComEd feed L13154. Confirmed lightning hit near Averill and Kautz.	1460	0	ComEd	L13154
						Total of Interrupted Minutes		91,662		
						Total SAIDI*	5.942			
						Total of ComEd Interrupted Minutes		0		
						Total SAIDI without ComEd	5.942			
						*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	X	Government Services 07.27.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES	<input type="checkbox"/>	NO	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. May 2015 Tree Commission meeting minutes are attached.

Attachments: *(please list)*

Tree Commission Minutes – May 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
MAY 14, 2015**

Members Present: Valerie Blaine, Ralph Grathoff, Raymond Hauser, Suzi Myers, Pam Otto, Carol Riordan, Caroline Wilfong, Ron Ziegler

Members Absent: Jon Duerr

Others Present: Chris Adesso, AJ Reineking, Isabel Soderlind

Visitors Present: Alderman Maureen Lewis

1. Call to Order & Pledge of Allegiance

The meeting was convened by Chair. Ron Ziegler at 7:03 p.m.

2. Roll Call

3. Introductions of Visitors

A. City's America in Bloom Initiative

Chair. Ziegler introduced Aldr. Maureen Lewis. Aldr. Lewis currently represents the 5th Ward, located on the southwest quadrant of city, and she stated how much she appreciated all the effort the Tree Commissioners put towards protecting the City's trees.

Aldr. Lewis attended this meeting to discuss the City's new initiative America in Bloom, also referred to "AIB". AIB is a national awards program which promotes nationwide beautification through education and community involvement by encouraging the use of flowers, plants and trees and making other environmental and lifestyle enhancements thus fostering a better quality of life through the community. The winner of the recognition award will be announced in September.

From July 12-14, two program judges will be in St. Charles touring and judging the city on in several different categories: floral displays, landscaped areas, heritage preservation, urban forestry, environmental efforts, in addition to the overall community impression. Aldr. Lewis, Steve Amatangelo and Diane Cullen are the Steering Committee members of this project and they have recruited several representatives from the community to volunteer in this effort.

Aldr. Lewis was present to encourage the Tree Commissioners to participate in this effort:

1. Volunteer: The AIB Committee needs the expertise of the Tree Commissioners regarding the city's urban forest, wooded areas, urban forestry volunteer programs, the City's tree diversity program and the efforts being placed on creating the Urban Forestry Management Plan. Some of this information has been included in the Urban Forestry section of the [St. Charles in Bloom Community Profile](#) that was written and submitted to AIB. This document may be found on the City's website.
2. Recommendations: If any of the commissioners had any suggestions or recommendations of unique urban forestry programs or areas located here in the city, please contact Chris Adesso or Aldr. Lewis.
3. Assist in Beautifying the City: Pink, purple, white and yellow have been chosen as the colors for the program's plantings. Consider these colors as you plant your spring flowers and be a part of the effort.

4. Spread the AIB Word: Speak to your neighbors and friends that live in St. Charles. Plant a container of flowers in the AIB palette, assist with tidying up your yards and streets, assist in making the entire city looking beautiful.

The commissioners offered a few items the AIB Committee may want to consider in the Urban Forestry tour:

1. Several wooded areas can be included in the tour: Norris Woods, Delnor Woods, Hickory Knolls Woods, and Lee Roy Oaks.
2. Large oak trees located in the city:
 - a. 1230 Ash Street – on the corner of Fellows and Ash Street. The oak is estimated to be approximately 400 years old.
 - b. St. Mary's Park also has a grand oak tree that can be pointed out.
3. Frank Saupp would be great resource regarding the trees in the city.

4. Minutes Review and Approval

- A. Motion to accept and place on file the minutes of the April 9, 2015 Tree Commission meeting. Motion by Comm. Myers, second Comm. Grathoff to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Comm. Duerr

- Motion carried at 7:34 p.m.

5. Old Business

A. Urban Forest Management Plan Update

AJ Reineking, Public Works Manager, met with Graf Tree Care and reviewed the Urban Forestry Management Plan (hereinafter referred to as "UFMP") outline, which was discussed at the last meeting. A draft of the plan will be reviewed by Public Works and presented to the Tree Commissioners at the July Tree Commission meeting. A purchase order has been written for Phase 3 of the Urban Forestry Management Plan; therefore the plan will continue to move forward in FY15/16.

B. Reorganization of the Tree Commission

Due to the time constraints of the meeting, Chris Adesso recommended this agenda item be postponed to the July meeting. Commissioners agreed and moved to the next agenda item.

6. New Business

A. News and Concerns from Public Works

Chris Adesso invited the Tree Commissioners to an upcoming St. Charles Active River Project meeting, Wednesday, May 20 from 7:00 to 9:00 p.m. at Hickory Knolls Discovery Center located at 3795 Campton Hills Road. The River Corridor Foundation of St. Charles has created a task force and is requesting the community to participate in a workshop to share their thoughts and suggestions regarding improvements along the Fox River Corridor in St. Charles

The River Corridor Foundation of St. Charles commissioned a team of experts to engage the community and update the 2002 River Corridor Plan. The intent is to identify potential infrastructure and program changes within and adjacent to the Fox River that may leverage the river as an active community asset, by improving the recreational, ecological and economic impact of the river. Per Chris Adesso, having the presence of the Tree Commission at the meeting would be an asset at the meeting and the community. He hoped that some of the commissioners would be able to attend.

Tree Trimming Update: The Public Services Urban Forestry crews are focusing on trimming trees in the southwest quadrant of town. DeMar Tree & Landscape Services will be focusing on trimming parkway trees along the electrical lines and Skyline Tree Service and Landscaping will focus all other parkway trees. For the next week both contractors will be working from S. 7th to 13th Avenue raising

the canopy of the trees. Once this has been completed, the contractors will be moving to the southwest quadrant of town.

Chair. Ziegler asked if Public Works had consulted with Phil Graf regarding the optimal time to trim. Mr. Reineking stated that EAB has put the staff behind on the trimming schedule and the staff is very sensitive to proper seasonal trimming. The staff however is currently receiving 20-30 requests from residents per week. Mr. Adesso mentioned that a position was open for a Public Services Crew Leader; they hope to hire or promote someone with a forestry background. The department anticipates developing this person as the City Arborist in the future.

Spring Tree Planting Update: There are approximately 170 trees in the ground and the program will be wrapping up soon. The trees were purchased, by Pedersen, within the radius required around the city; the trees purchased focused on the tree diversity recommendations made by Graf Tree Care.

B. Morton Arboretum Study

Comm. Blaine found the attached article and requested that it be shared with the Tree Commissioners. This study conducted by the Morton Arboretum revealed how concerned Chicagoland residents feel now that its trees are under threat and likely to be destroyed by the emerald ash borer beetle. There were several key findings to the study e.g., “a green neighborhood is an ideal neighborhood”, “tree loss has an emotional impact”, and “the benefits of trees and the importance of ‘tree diversity’ ”. It also included five easy ways residents can champion trees in their city. These include watering trees along the street or parkway, protecting the tree bark, watching out for roots, correct mulching and choosing the right tree for the right location. Comm. Blaine found the article very interesting and reflective of the St. Charles community.

C. Annual Nominations for Chair and Election of Chairman

Chair. Ziegler announced that he was resigning as chair, but would continue as a member of the committee moving forward. He has enjoyed his tenure as Chair and hoped his position made a positive impact on the committee. Chair. Ziegler opened the floor for nominations.

Motion was made by Comm. Myers, second by Comm. Otto to nominate Ralph Grathoff as chairman of the Tree Commission for Fiscal Year 2015-2016.

Voice vote: unanimous; Nays – None; Absent: Jon Duerr

- Motion carried at 7:56 p.m.

Comm. Grathoff was voted as Chair of the Tree Commission at 7:56 p.m. and continued the meeting as Chair of the Tree Commission

7. Committee Reports

A. Education Committee:

Comm. Myers asked for an update on the books ordered back in February, “Why Would Anyone Cut a Tree Down?” by Roberta Burzynski. Ms. Soderlind was unable to call again this past month, but will follow up on the status of the order by the next meeting.

B. Publicity Committee: None

C. Arbor Day

The Commissioners felt this year’s Arbor Day went well. The event had approximately 50 to 75 people in attendance due largely to the participation of Mrs. Tieche 4th grade students from Munhall School and St. Charles Boy Scout Troop #500.

Area to Improve on Next Year:

- Comm. Blaine suggested an announcement be made regarding all the children's activities being offered at the event. This can include: the leaf rubbing activity, counting the tree rings, tree climbing activity, cookies, etc.
- Announcement thanking all those that participated and donated items for the event e.g., Mrs. Tieche for the children's program, Pedersen for the donation of the Arbor Day tree, Midwest Groundcovers for donating perennials, etc.
- Consider moving the Arbor Day event to a different park every year. The program agenda can include the significance of each park. Locations to consider in the future St. Mary's Park & Belgium Town Park located on N. 9th Street, north of Dean Street could be considered in the future.

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 April, 2015. Motion by Comm. Blaine, second by Comm. Ziegler to accept and place on file the reports as presented.

Voice vote: unanimous; Nays – None; Absent: Comm. Duerr

- Motion carried at 8:10 p.m.

9. Additional Items – Comments

A. Commissioners: Comm. Myers: None

Comm. Otto: Voiced her concern regarding all the volcano mulching that is occurring throughout the community. It appears this is a very sensitive issue for those who are aware of improper mulching technique. She recently published an article on mulching and received numerous positive comments from the community championing her awareness effort. Comm. Otto requested the Tree Commission rally with other communities, other organizations, etc., publicizing the perils of volcano mulching. It was recommended that this topic be discussed in further detail and placed on the agenda at a future meeting.

Comm. Hauser: None

Comm. Ziegler: Thanked the Commission for their support the last couple of years. He felt the Commission will be in good hands with Ralph Grathoff as the newly appointed Chair of the Committee.

Comm. Riordan: None

Comm. Blaine: None

Comm. Wilfong: Thanked Comm. Myers for speaking to three classes at Davis School during Arbor Day.

Chair. Grathoff: Mentioned that the improper "volcano" mulching word has started to spread. One of his customers was making sure that his crews would not be "volcano" mulching his trees.

B. City Staff:

Chris Adesso: Mr. Adesso made the commissioners aware of a recent planting issue on Winners Cup Circle where an ash tree was removed last fall. The resident requested a new tree be planted on the same site as the ash tree. Due to the proximity of the driveway, the placement of an existing young maple tree near the site and the underground utility infrastructure in the parkway, this site was determined to be an "unsuitable" for a re-planting. The area was inspected by several

managers; all agreed that the planting of a tree in this area was not viable. The homeowners living adjacent to the site were contesting the decision not to replant. The residents were invited to attend today's Tree Commission meeting to voice their concerns and request the support of the Tree Commission. Since they were not in attendance, staff outlined the situation on their behalf.

Upon further explanation and discussion, the Tree Commission realized the Public Works department made the most suitable choice not to replant; with time the maple tree on the parkway would fill in the area in the parkway. As Mr. Adesso explained, in the future, these types of "best practice" policies will be documented in writing in the UFMP; City policies will be clearly stated for all.

AJ Reineking: None

10. Adjournment

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

Voice vote: unanimous; Nays – None; Absent: Comm. Duerr
- Motion carried at 8:22 p.m.

/ims

NEW STUDY FROM THE MORTON ARBORETUM REVEALS CHICAGOANS' TAKE ON TREES

- As Chicago-area tree canopy shrinks, new survey finds majority of Chicagoans concerned about region's tree loss, yet unsure how to help trees in their neighborhoods -

LISLE, Illinois (April 28, 2015) – Chicago and its seven surrounding counties have more than 150 million trees—trees that make our communities healthier, more sustainable and more beautiful. Yet Chicago-area trees are under threat, with one of every five [i]<file:///Y:/Media%20Relations/Press%20Releases/Sent%20Releases%202015/ARBOR%20DAY%202015%20press%20materials/Tree%20Poll%20Release%20FINAL.docx#_edn1> parkway trees likely to soon be destroyed by the emerald ash borer beetle.

At this tree “tipping point,” Chicago-area residents are concerned, as evidenced by a new survey commissioned by The Morton Arboretum. The Lisle-based tree-focused institution’s Talking Trees survey reveals just how much Chicago-area residents care about our trees and the future of our urban forest—the trees that live alongside people in our city and suburbs.

Key findings include:

- * A green neighborhood is an ideal neighborhood. Two-thirds of those surveyed place top importance on trees when deciding where they want to live, saying they would “never live in a neighborhood without trees.”
- * Tree loss has an emotional impact. 60% of Chicago-area residents say they are concerned with the loss of trees in their city, while nearly half are specifically aware of the emerald ash borer beetle.
- * We know our cities’ trees need human help to thrive, yet aren’t sure how to help them. Eight of 10 Chicagoans believe that our trees need human help to thrive, which is especially true in our populated cities, where trees undergo extra stress living alongside people and cars, as well as in smaller spaces. Yet, while 65% agree that the trees where they live need to be checked regularly for pests and diseases, only 41% know that our area’s trees need help getting enough water, and even fewer (36%) are aware that trees need mulch to thrive in cities.
- * Chicago-area residents understand some of the benefits of trees. Most Chicagoans know that trees clean our air (86%), and “make me healthier” (66%). But only about half know that they have an impact on flooding (49%), and only slightly more know that trees increase a home’s value (56%), and protect against climate change (57%).
- * We understand the concept of “tree diversity” and its importance in the future of our cities.

The best defense against future tree pests is to plant a wide variety of trees—and nearly three-fourths of those surveyed agree! According to the Arboretum's experts, the best defense against major tree loss is to plant a varied selection of trees.

Trees Under Threat

An estimated 10,000 tree species are threatened worldwide, trees that support ecosystems around the world. Yet, compared to threatened animals like the panda bear or bald eagle, trees receive much less awareness. In fact, only 3 in 10 Chicagoans can name an endangered or threatened tree, while nearly 6 of 10 Chicagoans can name an endangered animal.

Chicago's Trees Need Champions

Now more than ever, every tree needs a champion, especially those that live in urban areas. Facing compacted soils, artificial surfaces, summer heat, and physical damage to limbs and roots, our urban trees need human intervention to live. Meanwhile, people—quite literally—cannot live without trees and the myriad benefits they provide. This why the Chicago region's urban forest needs planning, management and care.

The Morton Arboretum's arborists, horticulturists, researchers and teams of volunteers work diligently to protect and conserve the trees that make our cities so beautiful, dealing daily with issues like the emerald ash borer and fungal diseases that are decimating much of the Chicago-area treescape. But every Chicagoan can do his or her part to help our area's trees thrive.

Here are five easy ways residents can champion trees in their city:

1. Water trees along the street. Trees near the street add hugely to the beauty and character of your neighborhood and increase your property values. Trees like long, slow drinks so leave the hose, barely dribbling, at the base of the tree for an hour or more. Or use a soaker hose.
2. Protect tree bark. A tree's outer and inner bark help guard against damage by weather, insects, animals, and organisms that can cause disease. Their bark is easily hurt if it is struck by lawnmowers and string trimmers. Be careful not to damage them when mowing and edging. Don't chain bikes to trees or drill to hang swings.
3. Watch out for roots. In confined areas, some trees' roots are forced to the surface of the soil. Avoid mowing over those roots; damaging them can cut off the flow of water and nutrients.
4. Mulch right. Mulch, wood chips or shredded bark placed over a tree's roots, does a lot to help trees, keeping tree roots cooler and healthier in summer and preventing water from evaporating so tree roots can use it. Spread mulch in a wide, even, flat layer about 3 to 4 inches deep around the base of a tree. Don't pile it against the trunk in the shape of a volcano; it can trap moisture that causes rot or harbors insects and diseases.
5. Choose the right tree for the right location. Different kinds of trees need different conditions. Before you embark on planting a tree, make sure it is the right size and that you can give it the

sun, shade and soil it needs to thrive in your yard. The Arboretum's Plant Clinic<<http://www.mortonarb.org/trees-plants/tree-and-plant-advice/plant-clinic>> can help.

For more tips and ways residents can champion trees in their neighborhoods and cities, visit www.mortonarb.org/championoftrees<<http://www.mortonarb.org/championoftrees>>.

About The Morton Arboretum


Established in 1922, The Morton Arboretum is an internationally recognized outdoor tree museum and tree research center located in Lisle, Illinois. As the champion of trees, The Arboretum is committed to scientifically-informed action, both locally and globally, and encouraging the planting and conservation of trees for a greener, healthier, more beautiful world. On 1,700 acres are 220,000 plant specimens representing 4,100 different kinds of plants, along with specialty gardens, educational exhibits, the award-winning Children's Garden, 16 miles of hiking trails and the Visitor Center, featuring The Arboretum Store and the Ginkgo Restaurant and Café. The Morton Arboretum is a not-for-profit 501(c)3 charitable organization, welcoming more than 932,000 visitors and serving 39,250 member households in 2014. Learn more at www.mortonarb.org<<http://www.mortonarb.org>>.

Methodological Notes

The Morton Arboretum's survey was conducted by Wakefield Research among 500 Chicago-DMA resident adults aged 18+, between March 23 and March 30, 2015, using an email invitation and online survey. Quotas have been set to ensure reliable and accurate representation of the Chicago-DMA adult population 18 and older.

Results of any sample are subject to sampling variation. The magnitude of that variation is measurable and is affected by the number of interviews conducted. For the interviews conducted in this particular study, the chances are 95 in 100 that a survey result does not vary, plus or minus, by more than 3.1 percentage points from the results that would be obtained if interviews had been conducted with all persons in the universe represented by the sample. Complete survey results are available.

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	AGENDA ITEM EXECUTIVE SUMMARY	
	Title:	Recommendation to Approve a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation for the Maintenance, Promotion and Operation of the Jones Law Office
	Presenter:	Peter Suhr

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 07.27.2015
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$0	Budgeted:	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
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If NO, please explain how item will be funded:

No cost to the City

Executive Summary:

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

As discussed previously with the Government Services Committee, staff recognizes the need for on-going maintenance to the building to keep it preserved and equal interest in promoting its history. Several community groups have posed interest in helping the City maintain, promote and operate the property including the Camp Kane Heritage Foundation, Preservation Partners, and the Elias Kent Kane Chapter of the National Society of Daughters of the American Revolution.

Over the past several months, city staff has been working with these interested groups to establish an agreement for ongoing maintenance, promotion and operation of the Jones Law Office. The proposed non-exclusive license agreement outlines specific responsibilities and a defined approval process for maintenance and operational activities. More specifically, the City of St. Charles will retain ownership of the property and all maintenance or operational activities are subject to review and approval by city staff, the Historic Commission and/or the City Council, depending on the type of activity.

Attachments: *(please list)*

Non-Exclusive License Agreement
Site Plan

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation for the Jones Law Office.

For office use only:

Agenda Item Number: 4.a

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of August, 2015, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the "Licensor"), and Camp Kane Heritage Foundation, an Illinois not-for-profit corporation (the "Licensee");

WITNESSETH

WHEREAS, the Licensor is the owner of the Jones Law Office parcel 0934426001 located at 50 Devereaux Way, St. Charles, Illinois (the "Property"); and,

WHEREAS, the Licensee was organized for the purpose of educational, civic and other activities permitted to be exempt from taxation under Section 501(c) or 501(d) of the United States Internal Revenue Code; and,

WHEREAS, the Licensee, in consultation with the Preservation Partners, and the Elias Kent Kane Chapter of the National Society of Daughters of the American Revolution, desire to restore, maintain and promote the education of the history of the Jones Law Office and to preserve the historic value of the structure which is presently located at Camp Kane in Langum Park in St. Charles, Illinois; and,

WHEREAS, the Licensee intends to maintain, operate, and promote the historical education regarding the Jones Law Office and make decisions with respect to furnishing, decorating, landscaping, light, displays and exterior improvements at the Jones Law Office building; and,

WHEREAS, the Licensor and the Licensee believe that the maintenance and the promotion of the Jones Law Office will enhance the tourism activities in the City of St. Charles; and,

WHEREAS, the Licensee intends to seek and secure funding, grants and support all activities regarding the Jones Law Office.

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:

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

Section 2. Grant. Licensor agrees to grant, and does hereby grant, to Licensee, a license to use that portion of the Property depicted on Exhibit "A", attached hereto and incorporated herein, (the "Licensed Area").

Section 3. Non-Exclusive Grant. The privilege granted herein is not exclusive and Licensor reserves the right at any time to grant other or similar privileges to use or occupy the Property and/or the License Area.

Section 4. Liens. Licensee, its agents, independent contractors and/or employees, shall not suffer or permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach or be against the Property or the License Area, or any portion thereof. The Licensee shall promptly pay all contractors, sub-contractors or material men providing work or materials for the Improvements and shall not suffer or permit the filing of any mechanics lien on behalf of said parties against the Licensor with respect to the Property or the License Area. Should any such lien be filed, the Licensee shall have the right to contest same.

Section 5. Improvements and Maintenance. Any Improvements or Maintenance of the Licensed Area shall be performed by the Licensee upon prior consent by the Licensor. All permanent maintenance, reconstruction or construction improvements that will require a building permit from the City of St. Charles (if applicable) and, be subject to review by the City St. Charles Historical Commission and approved by the St. Charles City Council before any work is

commenced. Exterior Improvements include but are not limited to repair or replacement of roof shingles, masonry, exterior siding, soffits and fascias on the windows and doors, foundation, painting/staining and lighting. Interior Improvements shall include repair or replacement of wall materials, ceilings, flooring, trim and painting/staining.

Section 6. Non-Structure Improvements. All non-permanent Improvements (interior and exterior) may be completed by the Licensee. Non-structural Improvements include and are not limited to landscaping, decorating, signage banners, holiday decorations and nonpermanent lighting. Any and all non-structure Improvements must be approved by the City staff prior to commencing.

Section 7. Access. Licensee shall have complete access to the facility at all times and will be allowed to utilize the facility for repair or educational purposes in accordance with the City of St. Charles Municipal Code.

Section 8. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensor.

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

Licensor hereby indemnifies releases and holds Licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensor, its officers, agents and/or employees regarding the License

Area. This indemnity is intended as a full and complete general indemnity and shall include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

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

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

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

Section 13. Waste. In the exercise of the privileges herein granted, Licensee will conduct all of its operations in a careful and proper manner, and will not commit any waste or damage to the Property or License Area or permit any nuisance upon or at the Property or the License Area.

Section 14. Term. This Agreement shall remain in effect until August 03, 2016. This License Agreement shall automatically be extended on the same terms and conditions set forth herein for successive periods of one (1) year unless either party provides written notice to the other

of its intension to terminate this License Agreement no less than ninety (90) days before the end of the then current term.

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

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

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

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

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

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

A. Licensor at:

City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: Director of Public Works

B. Licensee at:

Camp Kane Heritage Foundation
526 South 16th Street
St. Charles, Illinois 60174

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

City Clerk

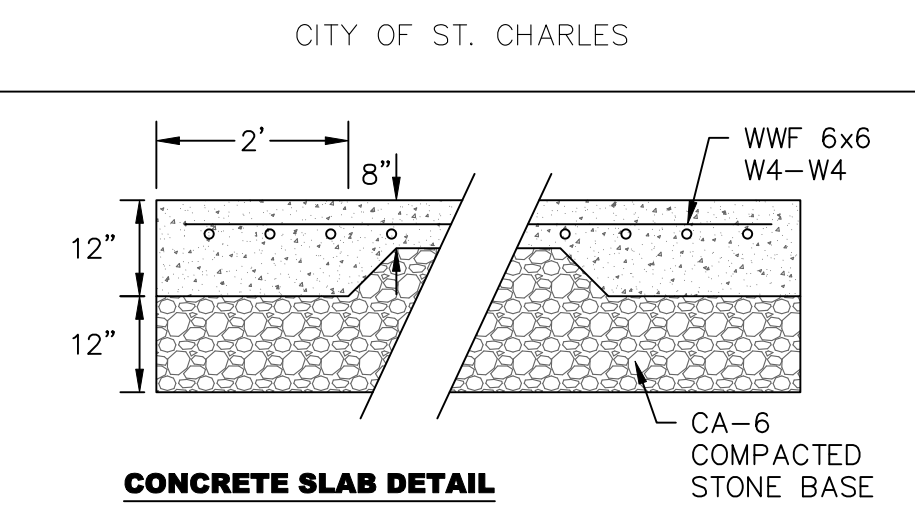
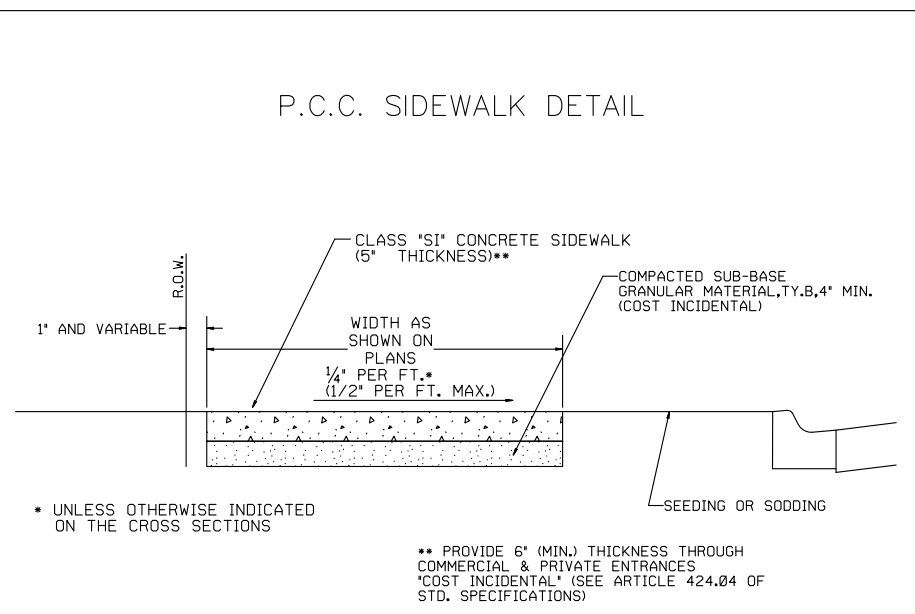
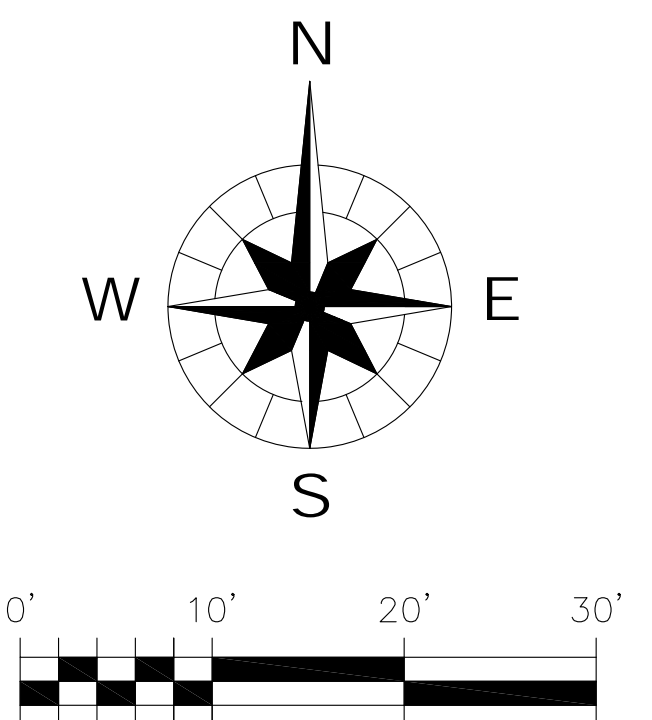
CAMP KANE HERITAGE FOUNDATION

By: _____

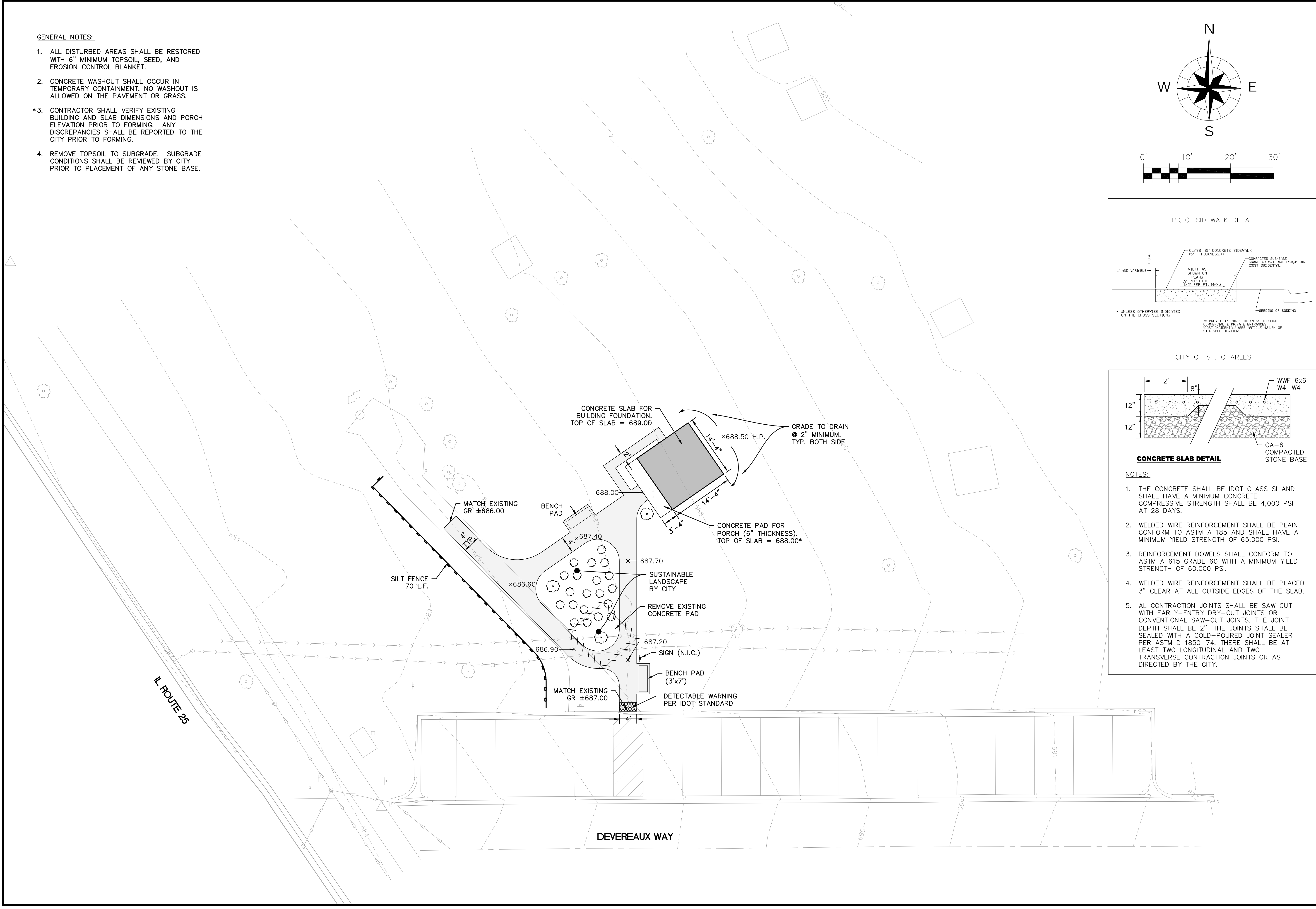
EXHIBIT "A"

GENERAL NOTES:

1. ALL DISTURBED AREAS SHALL BE RESTORED WITH 6" MINIMUM TOPSOIL, SEED, AND EROSION CONTROL BLANKET.
2. CONCRETE WASHOUT SHALL OCCUR IN TEMPORARY CONTAINMENT. NO WASHOUT IS ALLOWED ON THE PAVEMENT OR GRASS.
- *3. CONTRACTOR SHALL VERIFY EXISTING BUILDING AND SLAB DIMENSIONS AND PORCH ELEVATION PRIOR TO FORMING. ANY DISCREPANCIES SHALL BE REPORTED TO THE CITY PRIOR TO FORMING.
4. REMOVE TOPSOIL TO SUBGRADE. SUBGRADE CONDITIONS SHALL BE REVIEWED BY CITY PRIOR TO PLACEMENT OF ANY STONE BASE.



- NOTES:**
1. THE CONCRETE SHALL BE IDOT CLASS SI AND SHALL HAVE A MINIMUM CONCRETE COMPRESSIVE STRENGTH SHALL BE 4,000 PSI AT 28 DAYS.
 2. WELDED WIRE REINFORCEMENT SHALL BE PLAIN, CONFORM TO ASTM A 185 AND SHALL HAVE A MINIMUM YIELD STRENGTH OF 65,000 PSI.
 3. REINFORCEMENT DOWELS SHALL CONFORM TO ASTM A 615 GRADE 60 WITH A MINIMUM YIELD STRENGTH OF 60,000 PSI.
 4. WELDED WIRE REINFORCEMENT SHALL BE PLACED 3" CLEAR AT ALL OUTSIDE EDGES OF THE SLAB.
 5. ALL CONTRACTION JOINTS SHALL BE SAW CUT WITH EARLY-ENTRY DRY-CUT JOINTS OR CONVENTIONAL SAW-CUT JOINTS. THE JOINT DEPTH SHALL BE 2". THE JOINTS SHALL BE SEALED WITH A COLD-POURED JOINT SEALER PER ASTM D 1850-74. THERE SHALL BE AT LEAST TWO LONGITUDINAL AND TWO TRANSVERSE CONTRACTION JOINTS OR AS DIRECTED BY THE CITY.



TITLE: JONES LAW OFFICE SITE		SITE PLAN	
G/C	EAM	G/C	SCALE: 1" = 10'
DSGN.	DWN.	CHKD.	SP140184.DWG
NATURE OF REVISION			NO. DATE
CLIENT: CITY OF ST. CHARLES 2 E. MAIN STREET ST. CHARLES, IL 60174			
WILLS BURKE KELSEY ASSOCIATES LTD. 116 West Main Street, Suite 201 St. Charles, Illinois 60174 (630) 443-7755			
PROJECT NO. 140184			
DATE: 07/31/2014			
SHEET 1 OF 1			
DRAWING NO. SP1			

W:\Projects\2014\140184 Jones Law Office\ACAD\DWG\140184\SP1.dwg, BPL, 07/31/2014 9:28:27 AM, entier
 C:\Program Files\Autodesk\AutoCAD 2014\bin\acad.exe



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Award the Bid for the Purchase of a Spray Injection Road Repair Machine to Hampton Equipment, Inc.
Presenter:	AJ Reineking

Please check appropriate box:

	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.27.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$53,500.00	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

Executive Summary:

On June 22, 2015, the City of St. Charles opened bids for the purchase of one new spray injection road repair machine. Hampton Equipment of Raymond, IL provided the lowest responsive, responsible bid that met the specifications of the bid document.

A spray injection road repair machine will allow the Public Services Division to make permanent roadway patches in the time that would normally take to perform temporary cold patches. In addition, the spray injection system creates its own hot emulsion from aggregate, which eliminates the need to transport hot mix from the plant to St. Charles, and it does not require rolling of new patches, which will allow the Division to utilize a smaller crew with less equipment than a traditional hot patch system.

Hampton Equipment bid the Total Patcher unit, which is used extensively by neighboring jurisdictions.

Attachments: *(please list)*

Bid Tabulation
 Hampton Equipment Bid Response
 Total Patcher Informational Brochure

Recommendation / Suggested Action *(briefly explain):*

Recommendation to award the bid for the purchase of one new Spray Injection Road Repair Machine to Hampton Equipment, Inc. in the amount of \$53,500.00.

<i>For office use only:</i>	<i>Agenda Item Number: 4.b</i>
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Bid Tabulation for Spray Injection Road Repair Machine

Bids Opened June 22, 2015

Bid #150622

Bidder	Amount	Product Bid	Delivery Lead Time (Days)
Hampton Equipment Raymond, IL	\$ 53,500.00	Total Patcher	30-35
Sherwin Industries, Inc Milwaukee, WI	\$ 75,572.00	Crafco Magnum Spray Injection Patcher	75-90
Standard Equipment Chicago, IL	No Bid	N/A	
R Now West Allis, WI	No Bid	N/A	

INVITATION TO BID
AND
SPECIFICATIONS
FOR

Spray Injection Road Repair Machine

CITY OF ST. CHARLES
ILLINOIS
2015

SPECIFICATION #150622

BID OPENING: June 22, 2015

CONTENTS

<u>SECTION</u>	<u>TITLE</u>
I.	NOTICE TO BIDDERS
II.	INFORMATION TO BIDDERS
III. & IV.	SPECIFICATIONS & PROPOSAL FORM

SPECIFICATION #150622 _____

BID OPENING : June 22, 2015

SECTION I
NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Inventory Control & Purchasing Manager, Two East Main Street, St. Charles, Illinois **no later than 10:00 a.m., Monday, June 22, 2015,** for Spray Injection Road Repair Machine.

Bids will be opened publicly and read aloud in the Council Chambers at 10:00 a.m., Monday, June 22, 2015.

Specifications and bidder information may be obtained via the City Website.

All sealed envelopes must be clearly marked for which proposal they pertain to.

CITY OF ST. CHARLES

Michael W. Shortall

Inventory Control & Purchasing Manager

MWS:cjb

Bid information/Total Patcher bid start

SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid", and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding for sixty (60) calendar days following the date of the bid opening.**
- B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.
- C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles purchasing manager to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City storeroom, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning bidder to purchase items for the bid project, tax free. It is the intent that the contractor will include the savings into the bid or quote.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

-
- H. ~~Material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.~~
 - I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
 - J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
 - K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED _____ NOT REQUIRED X _____

- L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED _____ NOT REQUIRED X _____

2. **MATERIALS:**

Only new, unused, first quality material and/or equipment shall be offered by the bidder.

3. **BID RESULTS:**

The bidder must supply a self-addressed, stamped envelope for obtaining bid results. **NO** bid results will be given by telephone.

4. **ADDENDUM**

Any interpretation of the specifications will be mailed to each bidder receiving a set of the bid documents. Bidders shall acknowledge receipt of such addendum by returning the addendum form.

5. **BID DEPOSIT**

A 10% bid deposit (certified check, cashier's check, or bank draft) or bid bond is required to accompany this bid. Failure to do so will eliminate the bid.

REQUIRED _____ NOT REQUIRED X _____

6. **PERFORMANCE BOND**

A performance bond in the amount of 100% of the bid submitted is required within ten (10) calendar days of acceptance of the bidder's proposal by the City.

The performance bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance bond shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance bond shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED _____ NOT REQUIRED X _____

7. **GENERAL GUARANTY**

The bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees

and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the purchasing manager in whole or in part by written notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Insurance Requirements for Bidders.

The bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACCORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED X NOT REQUIRED _____

For this specific project, the City of St. Charles is requiring a liability umbrella of \$ 5,000,000 (aggregate for this project).

REQUIRED _____ NOT REQUIRED X _____

11. **CERTIFICATE OF COMPLIANCE**

All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

To the extent as required by law, contractors shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/01 (the "Act") and the current City of St. Charles Ordinance with rates to be paid, in effect at the time work is performed in the County where the work is performed. The successful bidder is responsible for posting and issuing current rates to its employees and subcontractors. Current rates are available through the Illinois Department of Labor's website at <http://labor.illinois.labor.gov/>.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an

employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

14. **EXECUTION OF CONTRACT, INSURANCE AND PERFORMANCE BOND**

The successful bidder, within ten (10) business days after acceptance of the bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance bond when required by the bid documents. In the event that the bidder fails to furnish required documents, insurance, and performance bond within ten (10) business days after acceptance of the bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie bid arise between local OR non-local bidders.

18. **CERTIFICATE OF NON-DISQUALIFICATION**

All bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**

All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

20. **SURVIVAL**

The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

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

All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**

A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The City reserves the right to designate which entries involved in the work must submit waivers.
4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of values.

REQUIRED _____ NOT REQUIRED X

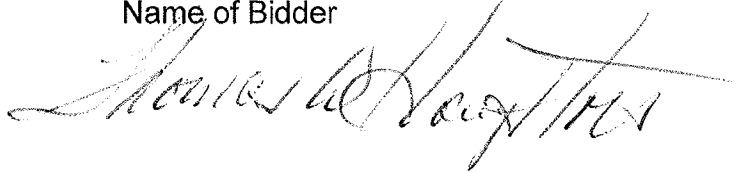
**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1**

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

HAMPTON EQUIPMENT INC (bidder) is not currently delinquent in the
payment of any tax administered by or owed to the Illinois Department of Revenue, or
otherwise in default upon any such tax as defined under Ch. 65, Sec. 11-42.1-1,
Illinois Compiled Statutes.

HAMPTON EQUIPMENT INC

Name of Bidder



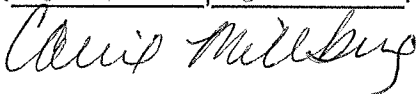
By:

State of Illinois),

ss.

County of Montgomery

Subscribed and sworn to
before me this 11 day
of June, 2015.



Notary Public



**CERTIFICATE OF NON-DISQUALIFICATION
UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11**

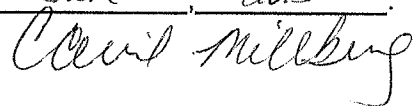
The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles,
Kane and DuPage Counties, Illinois, that

HAMPTON EQUIPMENT INC (bidder) is not barred from contracting with any
unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the
Illinois Compiled Statutes.

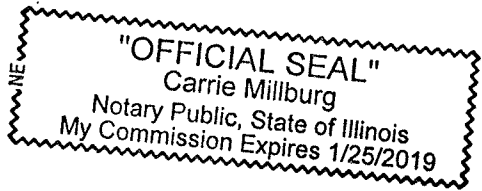
HAMPTON EQUIPMENT INC
Name of Bidder

By: 

State of Illinois),
County of Montgomery ss.

Subscribed and sworn to
before me this 11 day
of June, 2015.


Notary Public



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

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that HAMPTON EQUIPMENT INC (bidder) shall comply with all local, state and federal safety standards.

HAMPTON EQUIPMENT INC
Name of Bidder

By: *Thomas W. Hampton*

State of Illinois),

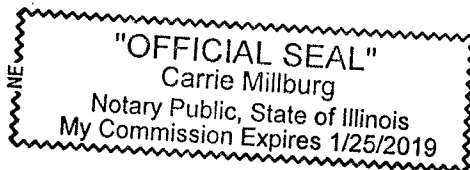
ss.

County of Montgomery

Subscribed and sworn to
before me this 11 day
of June, 2015.

Carrie Millburg

Notary Public



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

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that HAMPTON EQUIPMENT INC (bidder) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

HAMPTON EQUIPMENT INC
Name of Bidder

By:

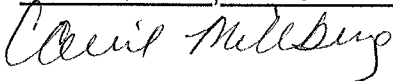


State of Illinois),

ss.

County of Montgomery

Subscribed and sworn to
before me this 11 day
of June, 2015.



Notary Public



CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that the bidder will file their substance abuse prevention plan.

HAMPTON EQUIPMENT INC

Name of Contractor

By:



State of Illinois),

ss.

County of Montgomery

Subscribed and sworn to
before me this 11 day
of June, 2015.



Notary Public



CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that HAMPTON EQUIPMENT INC (bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

HAMPTON EQUIPMENT INC

Name of Bidder

By:

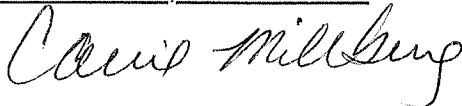


State of Illinois),

ss.

County of Montgomery

Subscribed and sworn to
before me this 11 day
of June, 2015.



Notary Public



JH:cb

Bid Information/Total Patcher bid start



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

HAMPTON EQUIPMENT CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 06, 2006, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
*my hand and cause to be affixed the Great Seal of
the State of Illinois, this 22ND
day of MAY A.D. 2015 .*

Jesse White

Subject: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.

From: "IDHR.PublicContracts" <IDHR.PublicContracts@Illinois.gov>

Date: 6/9/2015 11:47 AM

To: "HAMPTONEQUIPMENT@CONSOLIDATED.NET"
<HAMPTONEQUIPMENT@CONSOLIDATED.NET>



IDHR #: 132037-00
Date Eligible: 06/08/2015
Expires on: 06/08/2020

Cindy Hampton
Hampton Equipment Inc.
504 S. McGown Street
Raymond, IL 62560

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Hampton Equipment Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marten Insurance, Inc. P.o.box 50, Route 48 North Raymond, IL 62560 Phone (217)229-4411 Fax (217)229-3748		CONTACT NAME: RAY MARTEN CLU, CHFC. PHONE (A/C, No, Ext): (217)229-4411 FAX (A/C, No): (217)229-3748 E-MAIL ADDRESS: martenins@consolidated.net	
INSURED HAMPTON EQUIPMENT INC 504 S MCGOWN ST RAYMOND IL 62560		INSURER(S) AFFORDING COVERAGE INSURER A : HASTINGS MUTUAL INSURANCE CO. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP 9733483	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>			ACV 9733484	11/17/2014	11/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUB 9811578	11/17/2014	11/15/2015	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 9801827	11/17/2014	11/17/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000.00 E.L. DISEASE - EA EMPLOYE \$ 500,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of St. Charles and any official, trustee, director, officer, or employee of the City (plus any holder or mortgage as designated by the City) as to any and all projects, as an Additional Insured for the Commercial General Liability as respects any and all projects for any work being performed and this coverage will be primary and noncontributory."

30 Days Written notice for any Cancellations.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF ST. CHARLES
 2 E. MAIN STREET
 ST. CHARLES, IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X

Ray Marten

TOTAL PATCHER T7500 LIMITED WARRANTY

Effective February 22, 2012

1. Limited Warranties:

For two (2) years measured from the date of delivery to the first retail purchaser or lessee WARREN POWER ATTACHMENTS warrants that the goods purchased are free from defects in material or workmanship on following items:

- A. John Deere Diesel Engine
- B. Air feed system EXCLUDING the feed pipe of 11' 8' discharge metal Pipe and 16' 4" rubber discharge hose and nozzle.
- C. Air Ram
- D. Air Compressor

For one (1) year measured from the date of delivery to the first retail purchaser or lessee WARREN POWER ATTACHMENTS warrants that the goods purchased are free from defects in material or workmanship on following items:

- A. Blower
- B. Blower drive coupling
- C. Heat blankets and thermostat
- D. Hot oil circulating pump
- E. Boom Arm
- F. Air solenoid valve
- G. Heat Exchanger

- 2. This warranty does not apply to any part of the goods which has been subject to improper or abnormal use, negligence, alteration, accident, or damage due to lack of maintenance.
- 3. WARREN POWER ATTACHMENTS will replace or repair for the purchaser any part found upon at examination the factory, to be defective under normal use and service due to defects in material or workmanship.
- 4. Except as provided herein, no employer, agent, dealer or other person is authorized to give any warranties of any nature on behalf of WARREN POWER ATTACHMENTS.

Warranties are subject to change without notice

Total Patcher T-7500 Features:

EMULSION TANK:

- **Size** – 250 U.S. Gallon; 12-inch filler cap for added safety and convenience
- **Working Pressure** – 200 psi @ 500° F pressure relief set from 100-110 psi
- **Insulation** – R-15 rating with a fire retardant fiber reinforced aluminum cover
- **Heat** – Two 1500w radiant heater blankets (120v) with thermostatic control

EMULSION LINE CLEAN OUT TANK:

- 15 U.S. gal pressure vessel rated at 200 psi @ 450° F pressure relief at 175 psi

ENGINE FUEL TANK:

- 18 ½ U.S. gallon tank steel fuel tank with quantity gauge

COMPRESSOR:

- Auxiliary driven 15 cfm continuous duty; governor set @ 125 psi (Emulsion tank regulated @ 90 psi)

BLOWER:

- 450 cfm with 7 psi (14 potential) @ 1500 RPM, approx. 42 BHP. Mounted directly off engine flywheel (requires no belts or pulleys). Protective air pop-off valve set @ 10 psi. Normal operating temp under 230° F (max 275° F)

AIR CONVEYOR AGGREGATE FEED:

- Hopper box on patcher receives aggregate via a 5" dia flex hose from dump truck. Aggregate is injected into the air conveyor system via a low pressure suction created by a venturi (under the hopper box). Slide gate opens and closes by a 4" stroke air ram controlled through a 12v air solenoid valve activated by a remote switch located at the operator control handle. Aggregate ¼" - ½" in size is normally used. Machine will allow a 2 ½" stone to pass without clogging. Air solenoid has a manual override for ease of service.

AIR FILTERS:

- **Engine** – Paper element with vactuator valve in filter housing
- **Compressor** - Paper element with vactuator valve in filter housing
- **Blower** – Paper element with 300 inches in filtration surface with foam pre-cleaner

MOBILE HEATING SYSTEM:

- Engine coolant is routed through a high efficiency heat exchanger filled with heat exchange fluid. The heated fluid circulates via 12v circulation pump throughout the emulsion system, including the emulsion storage tank, hoses and spray nozzle. Average system temp is 140° F. The Total Patcher Vortex can effectively work down to ambient temp of 20° F (using proper emulsion for those temps).

VENTED NOZZLE/SPRAY TIP:

- **Nozzle** - Light weight steel tube 3 ½" x 13" automatically pressure compensates to prevent blowing material out of target area. Promotes clean operation and precise control.
- **Spray tip** – Singular heated block with a precession laser cut 1"x .0625" inch slot for dispensing emulsion for 100% aggregate coating.

AGGREGATE HOSE:

- Aggregate travels the length of the machine via a 3 ½" ID schedule 40 pipe, then travels through 3 ½" ID rubber neoprene line hose (wire reinforced to prevent kinks). Hose is designed to provide super abrasion resistance.

EMULSION SUPPLY/DIESEL CLEAN-UP LINE:

- A 20' long x ½" ID hose rated @ 2,300 PSI carries the emulsion to the spray nozzle. Emulsion lines are encased in a heated insulated line packet to allow for cold weather operation. This line also serves as the clean-out line when patching operations are completed. Clean up takes about 1 quart of fluid

SWING HOSE CARRIER:

- **Easy Operation** – Free travel boom system supports the weight of the aggregate hoses. System allows an 18' working travel radius. All operators controls for throttle, emulsion and aggregate flow are located at the operator control handle.

TRAILER:

- **Frame** – 6" x 2" x ¼" Thick rectangular tube frame
- **Axles** – Tandem 6,000 lb torsion bar for a 12,000 lb load capacity
- **Tires** – Four ST235-80 R16; load range D; heavy-duty white modular 8 lug rims
- **Brakes** – Four wheel electric with breakaway unit
- **Lights** – Brake & tail, side marker, multi-directional/multi-pattern high intensity LED light stick, rear mounted strobe.
- **Dimensions** – 96" wide x 91" high x 198" long
- **Weight** – 5970 lb empty, 8170 lb loaded

Specifications subject to change without notice.

Total Patcher

4614 East 1000 North • Pittsboro, IN 46167

Toll Free: 866-892-4737 • Ph: 317-892-4737 • Fax: 317-892-5196

info@totalpatcher.com • www.totalpatcher.com



Nozzle allows precise control of spray to target area.



The hopper receives aggregate from the dump truck.



Optional Crack Seal Attachment good for sealing cracks before they become potholes.



Standard Equipped LED light stick.

Total Patcher



T-7500 INJECTION PATCHING MACHINE

The NEXT GENERATION Road Repair System

3 Easy Steps to Smoother Roads

Costly, inefficient road repair has long been a thorn in the side of many people from municipality and city officials to the taxpayers who use the road. **Use The Total Patcher T-7500 Road Repair System, and everybody wins!**

In only three simple steps, the **Total Patcher T-7500** allows the repair crew to quickly and efficiently create a **permanent patch** over potholes, alligator cracks, shoulder failures and many other common road issues. The **Total Patcher T-7500** gets traffic moving again, road repair cost are minimized, and everyone is happy!

ECONOMICAL:

The **Total Patcher T-7500** pays for itself in many ways:

- Material cost is approximately **1/2 the cost** of cold mix
- Repairs last for years
- Store materials on-site for **increased efficiency**
- **No other equipment necessary**= aggregate is supplied by your dump truck the **Total Patcher T-7500** does the rest!
- Produce **20 tons of (or more)** of road repair patch daily

TOTAL PATCHER T-7500 WILL REPAIR:

- Potholes
- Alligator Cracks
- Utility Cuts
- Low Water Crossings
- Shoulder Failures



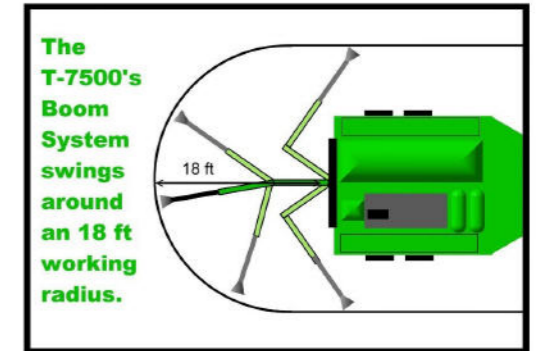
1 Clean area with on-board airstream.



2 Apply tack coat to area to be repaired



3 Apply aggregate/emulsion mixture - you're done!



Free Travel Boom System

The Boom System supports the weight of the aggregate hoses, making operating the T-7500 Total Patcher easier than ever! The Boom System allows an 18 ft working radius.

BENEFITS/EASE OF OPERATION	
✓	Produces 125 lbs of mix per minute/7500 lbs per hour
✓	Creates a permanent patch
✓	Uses common emulsions
✓	Low effort boom removes stress from operator
✓	All weather nozzle design provides total control
✓	Passes stones up to 2 1/2 inches without clogging
✓	Mobile emulsion heating system





AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Award the Bid for Storm Sewer Point Repair Services to J&S Construction Sewer & Water
Presenter:	AJ Reineking

Please check appropriate box:

Government Operations	<input checked="" type="checkbox"/>	Government Services 07.27.15
Planning & Development	<input type="checkbox"/>	City Council
Public Hearing	<input type="checkbox"/>	

Estimated Cost:	Hourly Rates in the Submitted Bid amount (Not to exceed \$155,000.00)	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:

On June 25, 2015, the City of St. Charles opened bids for an hourly rate contract for storm sewer point repair services. J&S Construction of Oswego, IL provided the lowest responsive, responsible bid.

The City is currently under contract with Visu-Sewer for cleaning and televising services for storm sewers in Zone 5 of the City (bordered by Prairie St. to the North, 14th St. to the West, Gray St. to the South and Rt. 31 to the East). Once that program is complete, Visu-Sewer will provide the City with a report detailing the condition and maintenance needs of the sewer. Rather than having contractors provide quotes for each individual repair, a bid was created to address all repairs on a Time & Materials basis. Having one contractor established for this work will save time gathering quotes and will ensure competitive pricing.

Staff will work closely with J&S Construction to ensure that all repairs are made properly and efficiently.

Attachments: *(please list)*

Bid Tabulation
 Bid Specifications
 J&S Construction Bid Response

Recommendation / Suggested Action *(briefly explain):*

Recommendation to award the bid for Storm Sewer Point Repair Services to J&S Construction Water & Sewer in the submitted bid rates, not to exceed \$155,000.00.

<i>For office use only:</i>	<i>Agenda Item Number: 4.c</i>
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Storm Sewer Point Repair Contractor

St. Charles Public Works Department is seeking a point repair contractor to perform repairs to the City's storm sewer system throughout the duration of the 2015/2016 fiscal year, ending April 30, 2016. This work will be contracted on a time and materials basis.

Proposals for Point Repair Contractor, as described in the accompanying technical scope, shall be received before **10:00a.m, Thursday, June 25, 2015** at the City of St. Charles City Hall, Two East Main Street, St. Charles, IL 60174, Council Chambers, Attention: Purchasing. Proposals will be read aloud at this time. Any proposal received subsequent to the time specified will be promptly returned to the Contractor unopened.

Proposals shall be in a sealed envelope labeled with "Sealed Bid – Storm Sewer Point Repair Contractor".

Any questions shall be submitted to AJ Reineking via e-mail to the following e-mail addresses:

areineking@stcharlesil.gov

Upon receipt of questions prior to **June 17, 2015**, the Contractor shall receive a reply e-mail acknowledging the receipt of the question. Response to the question shall be as soon as practical. Should the question result in a clarification that requires addenda, such addenda will be issued via website update as soon as practical.

Questions submitted after 3PM, June 17, 2015 shall not be acknowledged or answered. Contractors shall take all necessary steps to propose questions prior to June 17.

City reserves the right to extend the due date. Should an extension be necessary, communication of such shall be e-mailed to all registered Contractors.

Scope:

The work shall be performed on storm sewers throughout the City, in areas identified by staff or through the City's contracted cleaning and televising program. The cleaning and televising program will focus primarily on Zone 4 of the City's storm sewer system, which is bound roughly by IL Route 64 to the North, the Fox River to the East, Prairie Street to the South, and Randall Road to the West. Storm sewers in this area lie under pavement as well as in utility easements.

All work performed shall be in compliance with the City's design and inspection policy manual for storm sewers, an excerpt of which is provided herein these specifications.

General Conditions

Contractor should have experience with underground infrastructure work, with storm sewer repair work seen as a bonus.

The work schedule shall be coordinated by the City and the successful bidder. All work shall be completed and invoiced by April 30, 2016.

The Contractor may not start work before 7AM weekdays, and must be completed for the day by 3PM weekdays. Additional hours must be approved in advance to coordinate inspection. Note that the contractor may be restricted with respect to work hours each day depending on special events in the area and weather. Weekend hours must be approved by the City in advanced, and generally will not be permitted.

Once the work starts on a site, the City expects, within reason, the work to proceed without delay to completion.

The Contractor shall provide a Safety Officer contact for the City Inspector to address any safety related concerns that arise on the job. The Safety Officer shall have the ability to respond and address the concern in a timely fashion.

Job show up. The City Public Works facility, upon request, can be used for a job show up location. Utility trucks and private cars can be parked within our fenced in yard. The City reserves the right to revoke this privilege. The yard is open weekdays from 6AM to 5:30PM and locked at all other times.

Contractor is required to abide by the Illinois Prevailing Wage Act and must submit certified payroll records with all pay requests. Pay request without certified payroll will not be processed by the City Accounts Payable Dept.

Technical Specifications & Requirements

A: Design Requirements:

- 1) Catch Basins: Catch basins shall consist of four (4) foot minimum interior diameter reinforced concrete structures with a 3' sump (refer to restrictor structure detail).
- 2) Cover Depth: All storm sewer and sump lines must have a minimum cover of two (2) feet.
- 3) Disconnection of Existing Services: Where necessary for the purposes of completing a repair, existing services shall be disconnected by means of cutting out existing "wye" or tee and replacing with a straight piece of equal size pipe and making the final connection with "non-shear" mission couplings. Disconnection of all services must be performed prior to the demolition of an existing structure.

- 4) Flared End Sections: All flared end sections greater than or equal to 12 inches, which will receive or discharge storm water, shall have a removable grate system to prevent entry. This grate system shall be made from steel stock that is hot-dipped galvanized after fabrication.

- 5) Connecting to an Existing Sewer: When connecting to an existing sewer main by means other than an existing “Y”, “T”, or an existing manhole, one of the following methods shall be used:
 - a. Using pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fittings. Use “band-seal” couplings or similar couplings, and shear rings and clamps to fasten the inserted fittings and hold it firmly in place. Mission couplings shall have the length of boot approximately equal to the pipe diameter. Follow manufacturer’s recommendations for the installation. No cut-in connection, made by breaking or cutting a hole in the main and inserting the spigot end of an ordinary sewer pipe shall be permitted.
 - b. Circular, saw-cut of sewer main with proper tools (“Shewer-tap” machine or similar) and proper installation of hub-“Y” saddle or hub-“T” saddle, in accordance with manufacturer’s recommendations. This method shall only be allowed for pipe sizes over 12 inches in diameter. All must be encased in concrete flowable fill.

- 6) Frame & Grate: Frames and grates shall be provided as appropriate for the structure location (i.e.: depressed curb, barrier curb, overflow route, rear yard...). All grates to be located near a paved surface shall be “bicycle safe”. Calculations may be required to demonstrate that the proposed grates allow for an inflow that does not exceed the design capacity for the downstream pipe (refer to standard details).

- 7) Inlets: Inlets shall consist of a two (2) foot minimum interior diameter reinforced concrete structure. Inlets shall be placed at the sag of vertical curves in roadways, at low points in parking areas, and at other locations as necessary to minimize stormwater ponding and/or flow across roadways or intersections. Storm sewer inlets shall be placed not more than 500’ apart in pavement and shall not exceed 250’ in grassy areas.

- 8) Release Structure / Restrictor: The release structure shall be of a weir wall orifice design (refer to overflow weir structure detail) or as approved by the City of St. Charles.

- 9) Separation Requirements: A minimum ten (10) foot horizontal separation shall be established between the sewer and any proposed or existing water distribution facility, or the invert of the water main shall lie a minimum of 18” above the top of the sewer pipe. Where neither of the above conditions can be met, the water main shall be encased for the duration of the horizontal conflict (10’ on each side of a perpendicular conflict), or the sewer shall be constructed of water main quality materials the duration of the conflict (10’ on each side of a perpendicular conflict).

- 10) Sewer Pipe, Minimum Size: Public sewer shall have a minimum diameter of 10” for the first “run” of pipe, 12” minimum for all other. Replacement sizing for all point repairs should be consistent with the size of the section removed.
- 11) Slope: Slope shall be adequate to provide a minimum flow velocity of 3 fps and maximum acceptable velocity is 10 fps.
- 12) Structure Sizing: Manholes and catch basins shall have a minimum inside diameter of four (4) feet for sewer pipe 18” or less in diameter, five (5) feet for sewer pipe 21” to 48” in diameter. Pipes larger than 48” in diameter will require a special design (refer to standard manhole and catch basin details)
- 13) Structure Spacing: Manholes / Catch basins shall be provided at:
- 400’ minimum intervals.
 - Change in pipe diameter.
 - Change in pipe material.
 - Change in vertical alignment.
 - Change in horizontal alignment.
- 14) Sump Lines: Domestic sump services shall be constructed of PVC SDR 26 with a minimum diameter of 4”. All domestic services shall connect to the public sewer by removing a section of main and installing a new “wye” fitting for pipes less than 15” in diameter, “Kor-N-Tee” Boots for pipes 15” and larger, or at a structure (refer to connection detail).
- 15) Trench Backfill: All utility and service trenches within (3) feet of paved surfaces, or at a distance specified by the Engineer, shall be backfilled with CA-7 (Virgin Crushed Limestone). In other unpaved locations, CA-7 material shall be used within 12’ of the pipe on all sides, and the excavated material may be replaced in the hole from that point. All Backfill material shall be properly compacted unless otherwise directed by the appropriate City staff. Backfill under existing pavements, where an open cut of the pavement has been approved, shall be Flowable Fill that meets the IDOT standards of Controlled Low Strength Material (CLSM) Mixture #1. No fly ash will be permitted in this mix (refer to City pipe trench detail).
- 16) Underdrains: Underdrains will be required under curbs at the bottom of all roadway sags. Underdrains shall extend 50 feet on each side of the inlet. Underdrains shall be perforated polyethylene pipe. The underdrain shall be encased in gravel trench with no fines, and a geotextile fabric shall be used to limit sedimentation in the pipe (refer to standard “Pipe Underdrain” detail). Where an underdrain is removed for a point repair, it shall be restored to its original condition and function.
- 17) Culverts: Culvert pipe designs shall be in accordance with the Illinois Department of Transportation “Standard Specification for road and Bridge Construction” latest edition. Publicly owned culver pipes shall be PVC for pipes less than 15” in diameter or RCP for pipes equal to 15” or larger in diameter.

B: Materials:

- 1) Casing: Where water main protection is required, encasement shall consist of PVC SDR 26, or steel casing with “*Cascade type CCR-STD*” spacers or approved equal.

- 2) Frame & Grate:

Curb Inlet/C.B.:	High back:	<i>Neenah R-3281-A or R-3278-1</i>
	Depressed:	<i>Neenah R-3506-A2</i>
C.B., “behind the curb type”:		<i>Neenah R-3305</i>
		<i>Neenah R 1713 (Refer to Lid Detail)</i>
C.B./M.H., Type “D”:	Grate:	<i>Neenah R 1713 (Refer to Lid Detail)</i>
	Frame:	<i>Neenah R-1713</i>
C.B., “beehive type”:		<i>Neenah R-4340-B</i>

- 3) Manhole: Manholes shall be reinforced concrete with steps provided 16” on-center. All manholes shall have a minimum inside diameter which conform to the following:
 - 18” storm sewer and smaller - four (4) foot inside diameter
 - 21” to 48” storm sewer - five (5) foot inside diameter
 - Larger than 48” storm sewer - special design required

- 4) Sewer Pipe, Materials: Main line storm sewer shall be constructed of one of the following:
 - a. Pre-cast reinforced concrete pipe, with “O-ring” joints;
 - b. PVC pipe, rigid, (Min. SDR 26, push-on gasket joints);
 - c. All joints shall conform to ANSI 21.11 for ductile iron pipe.
 - d. Ductile iron pipe, (Class 52), minimum;
 - e. HDPE pipe, (Rigid with corrugated exterior and smooth interior meeting AASHTO M-294, Type S. Pipe sections shall be joined with PVC double bell couplers installed on the pipe with O-ring gaskets. Ex-filtration standards shall meet or exceed that of PVC SDR 26 with push-on-joints.) **FOR PRIVATE USE ONLY. NOT TO BE USED WITHIN PUBLIC RIGHT-OF-WAY OR FOR PUBLICLY OWNED AND MAINTAINED STORM SEWER**
 - f. The type of pipe material will be dependent upon the depth of bury, soil conditions, and pipe criteria, and as approved by the City of St. Charles.
 - g. For RCP/CSP pipe, lifting holes shall not be allowed on pipes less than 84” in diameter.
 - h. All storm sewer smaller than 15-inches in diameter that will be publicly owned and maintained shall be PVC pipe, rigid, (Min. SDR 26, push-on gasket joints).

- 5) Flared End Section: Flared end sections and subsequent riprap material shall be designed and specified per the Illinois Department of Transportation “Standard Specification for Road

and Bridge Construction” latest edition. Flared end sections shall be constructed of a concrete material only or approved by the appropriate Engineering Division.

C: Traffic Control:

The Contractor is responsible for all traffic control and protection. Work in IDOT ROW requires traffic control and protection measures that meet IDOT standards for such. A City inspector will be making spot checks and any deficiencies must be addressed immediately. The City will secure an IDOT permit for any work on state roadways; however, the Contractor is responsible for reviewing the jobsite and quantifying the need for flaggers.

D: Erosion Control:

The Contractor shall be responsible to establish silt screens on the downstream end of any de-watering discharge.

D: Restoration:

- 1) Non-Paved Surfaces: In the parkway and other non-paved surfaces, a minimum of 4” of topsoil must be used for all landscaped restoration areas. Contractor is responsible for leveling and seeding all parkway excavations and installing erosion blankets.
- 2) Paved Surfaces: Excavations in the pavement shall be backfilled with the above specified materials up to existing surface depth. All existing pavement depths must be matched with like surface material, or asphalt may be used to complete depth of existing surface material. Asphalt lifts must be completed at 2” intervals.
- 3) Temporary Restoration: No excavations may be left open overnight or after the contractor has left the site. On paved surfaces, cold patch or plating is required as a temporary surface prior to completion of final surface on all arterial roadways and for all surfaces that will not see final surface material for more than 24 hours.
- 4) Restoration of Private Property: The Contractor shall notify the City prior to removal of any or part of a driveway apron or sidewalk section. These areas are not to be marked as part of the initial excavation.

Respect for resident and business property is very important. Where specialized equipment could be utilized to minimize private property damage, Contractor should consider such. Contractor shall make the City aware of any work on private property that may damage trees, landscaping, fences, sheds, or other property **prior to starting work**. Any abnormal damage, as deemed by the City Inspector, shall be the responsibility of the Contractor, without any additional payment by the City. The amount of forecast damage identified by the Contractor and communicated to/approved by the City, requiring advanced restoration,

shall be added to the evaluated price. To the extent that private property damage can be minimized, it is in the Contractor's best interest. Any driveways or sidewalks in the construction zone should be photographed by the Contractor prior to work starting to defend against resident claims that Contractor work cracked or damaged such. Contractor shall be responsible for defending and satisfying any claims for driveway or sidewalk damage. Pending resident claims against the Contractor could delay final invoice processing.

Loaded Crew Rate Pricing Request

The City is requesting contractors provide loaded hourly crew rates for storm sewer repair work, including emergency repairs.

For unplanned overtime work, the contractor needs to be prepared to work the amount of time that the City needs the crew for, which may be a short period, or may be an extended period. For emergency restoration work, the City expects the contractor to have the requested crews on site within 24 hours of notification.

Straight Time Hourly Rates

Please provide a loaded crew rate on a time and materials basis for a standard crew with standard equipment (1 operator, 2 laborers, excavator, skid steer), assuming no flagging required.

\$ _____ per crew hour without flaggers

Please provide a loaded crew rate on a time and materials basis for a standard crew with standard equipment (1 operator, 2 laborers, excavator, skid steer), including two flaggers in the event that the job is on a street where a lane is blocked.

\$ _____ per crew hour with flaggers

Additional work – Overtime at time and a half hourly rates

The City may choose to hire the Contractor on a time and material basis for additional projects. Please provide a loaded crew rate for a standard overhead crew with standard equipment (as described above), assuming no flagging required, **for overtime**.

\$ _____ per crew hour without flaggers

The City may choose to hire the Contractor on a time and material basis for additional projects. Please provide a loaded crew rate for a standard overhead crew with standard equipment (as described above), including two flaggers in the event that the job is on a street where a lane is blocked, **for overtime**.

\$ _____ per crew hour with flaggers

Price Markup

Being a time and materials contract, the contractor is requested to provide a material markup percentage for all consumable products (pipe sections, clamps, etc.) expended during the course of the work. Tools and equipment that break or malfunction during the course of work for the City do not qualify for reimbursement under this section.

Materials Markup Percentage _____%

Upon request, the Contractor must provide a receipt of the charged materials to verify markup pricing. In such cases, the City will not issue payment until the requested receipts are furnished.

Additional Clarifications

Feel free to provide additional pricing details or breakouts, or cost per hour for specialized equipment that Contractor could foresee needing or that was not covered in previous sections. Such would streamline the administration of the contract and reduce the likelihood of conflict.

Contractor should provide basic definitions of what constitutes overtime, if such is applicable. If no detail is provided, the definitions for overtime work will follow the City of St. Charles Teamsters Local 330 contract in effect at the time of the work.

BID: STORM SEWER POINT REPAIR

#150625

BIDDER	J&S Construction Sewer & Water, P. O. Box 760, Oswego, IL 60543-0760	Stark & Son Trenching, Inc., 45W826 Rohrsen Rd., Hampshire, IL 60140-8477	Archon Construction Co., Inc., 563 S. Rt. 53, Addison, IL 60101	Campton Construction, Inc., 825 Hicks Dr., Elburn, IL 60119	Mauro Sewer	P&M Sewer & Water, Inc., 49W755 Peterson Rd., Maple Park, IL 60151	S&K Excavating
STRAIGHT TIME HOURLY RATES							
\$ Per crew hour without flaggers	\$490.00	\$545.00	\$749.00	No bid	No bid	No bid	No bid
\$ Per crew hour with flaggers	\$672.00	\$735.00	\$983.00	No bid	No bid	No bid	No bid
ADDITIONAL WORK— OVERTIME & EMERGENCY HOURLY RATES							
\$ Per crew hour without flaggers	\$620.00	\$620.00	\$845.00	No bid	No bid	No bid	No bid
\$ Per crew hour with flaggers	\$749.00	\$860.00	\$1,153.00	No bid	No bid	No bid	No bid
MATERIALS PRICE MARKUP PERCENTAGE	15%	10%	15%	No bid	No bid	No bid	No bid
ADDITIONAL CLARIFICATIONS							
	Beyond simple rd.closures,rentals Markup 5.0%	\$160./hr.Semi trk.w/dump Trlr.;125./hr.6- Whl.dump trk.					
	Double time; Overtime(1.5 rate)Sat.or Beyond 8 hrs.workg.day						
	Attn.: Mr. Mark Reuland	Attn.: Mr. Mike Stark	Attn.: Ms. Margaret M. Vizdal	Attn.: Mr. Mark Peterson	Attn.: Mr. Carmi Lullo	Attn.: Mr. Sean Casey	Attn.: Jessica

J & S Construction Sewer and Water, Inc.
PO Box 760
Oswego, IL 60543-0760

INVITATION TO BID
AND
SPECIFICATIONS
FOR

Storm Sewer Point Repair Contractor

CITY OF ST. CHARLES
ILLINOIS
2015

SPECIFICATION #150625
BID OPENING: June 25, 2015

appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the purchasing manager in whole or in part by written notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Insurance Requirements for Bidders.

The bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACCORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED X _____ NOT REQUIRED _____

For this specific project, the City of St. Charles is requiring a liability umbrella of \$ 5,000,000 (aggregate for this project).

REQUIRED X _____ NOT REQUIRED _____

11. **CERTIFICATE OF COMPLIANCE**

All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

To the extent as required by law, contractors shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01 (the "Act") and the current City of St. Charles Ordinance with rates to be paid, in effect at the time work is performed in the County where the work is performed. The successful bidder is responsible for posting and issuing current rates to its employees and subcontractors. Current rates are available through the Illinois Department of Labor's website at <http://labor.illinois.labor.gov/>.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that I & S Construction
Jewel & Water, Inc. (bidder) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Ch. 65, Sec. 11-42.1-1, Illinois Compiled Statutes.

Jim Wilhelm
Name of Bidder

By: [Signature]

State of Illinois),

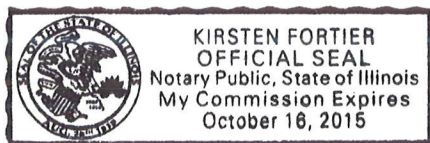
ss.

County of Kendall)

Subscribed and sworn to
before me this 22nd day
of June, 2015.

[Signature]

Notary Public



CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that J&S Construction Sewers & Water Inc. (bidder) shall comply with all local, state and federal safety standards.

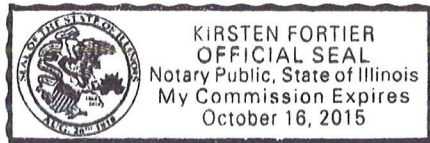
Jim Wilhelm
Name of Bidder

By: [Signature]

State of Illinois),
ss.
County of Kendall)

Subscribed and sworn to
before me this 22nd day
of June, 2015.

[Signature]
Notary Public



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

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that J+S Construction Sewer and water Inc (bidder) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

Jia Wilhelms
Name of Bidder

By: [Signature]

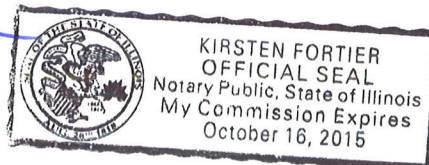
State of Illinois),

ss.

County of Kendall)

Subscribed and sworn to
before me this 22nd day
of June, 2015.

[Signature]
Notary Public



Materials Price Markup

Being a time and materials contract, the contractor is requested to provide a material markup percentage for all consumable products (pipe sections, clamps, etc.) expended during the course of the work. Tools and equipment that break or malfunction while being operated for City work do not qualify for reimbursement under this section.

Materials Markup Percentage 15 %

Upon request, the Contractor must provide a receipt of the charged materials to verify markup pricing. In such cases, the City will not issue payment until the requested receipts are furnished.

Additional Clarifications

Feel free to provide additional pricing details or breakouts, or cost per hour for specialized equipment that Contractor could foresee needing or that was not covered in previous sections. Such would streamline the administration of the contract and reduce the likelihood of conflict.

ANY arrow boards or traffic control devices required that we do not own shall be rented and marked up 5% (ie for things beyond simple road closures)

Contractor should provide basic definitions of what constitutes overtime, if such is applicable. If no detail is provided, the definitions for overtime work will follow the City of St. Charles Teamsters Local 330 contract in effect at the time of the work.

Double Time — any holiday or Sunday work

OT (1 1/2 rate) — any Saturday work or work beyond 8 hrs on a normal working day



AGENDA ITEM EXECUTIVE SUMMARY

Title: Update on Solar Project – For Information Only

Presenter: Tom Bruhl

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.27.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

Executive Summary:

The IMEA Board of Directors unanimously approved the project to build a solar project in St. Charles. Update on negotiation status, next steps, and anticipated schedule.

Attachments: *(please list)*

None

Recommendation / Suggested Action *(briefly explain):*

Information Only

For office use only: Agenda Item Number: 4.d



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Purchase Order with CG Power Systems for Prairie Street Substation Transformer

Presenter: Tom Bruhl

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 07.27.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$464,480	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:

Purchasing went out for bids and received six responses for a new substation transformer. This 25MVA transformer will replace a unit at Prairie Street Substation that is beyond normal life expectancy and failed a condition assessment test last year. CG Power Systems, which builds this size transformer at a plant in Washington, Missouri, has provided transformers to the City in past years, namely the units at RR Donnelley and at Red Gate Bridge. We have not had any maintenance or reliability issues with CG Power Systems, and they have a fine reputation in the industry. CG Power Systems met all bid requirements and their proposal offered the lowest life-of-unit cost of the bids received. There was one bid that was lower first cost by approximately \$1,500, but the unit was to be built in Mexico and our specification calls for transformers to be manufactured in the U.S. The CG proposal did offer the lowest total ownership when efficiency losses were evaluated.

Attachments: *(please list)*

Bid tabulation

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve purchase order to CG Power Systems in the amount of \$464,480.

For office use only:

Agenda Item Number: 4.e

EXHIBIT A

**Bid Evaluation
Substation 6 Transformer T1**

Name of Bidder:	ABB	Waukesha Electric Systems	Howard	Delta Star	CG Power Systems	WEG Transformers
Item Description						
Representative:	T & D Products	Waukesha Electric	Howard	Delta Star	PowerOne, Inc.	WEG Electric Corp.
Manufacturer:	ABB	Waukesha Electric	Howard	Delta Star	CG Power	Transformer Dept.
Delivery:						
Date of Delivery In Place on Pad	28-34 Weeks	20-24 Weeks	26 Weeks	40-46 weeks	42-44 weeks	30-32 weeks
Unit Cost of Losses:						
No Load Losses Evaluated at \$/kW	\$ 3,990.00	\$ 3,990.00	\$ 3,990.00	\$ 3,990.00	\$ 3,990.00	\$ 3,990.00
Full Load and Auxiliary Losses Evaluated at \$/kW	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
Guaranteed Losses from the Proposal Form:						
No Load Losses (kW)	11.36	12.5	13.35	11.7	11.8	11
Total Losses - 55 Deg C rise (kW)	68.39	66.5	63.25	58.9	65.3	75
Auxiliary Losses (kW)	4.2	5.4	2	2	2.4	2.5
Evaluated Costs:						
Total Bid Cost	\$ 594,515.00	\$ 587,854.00	\$ 655,000.00	\$ 542,472.00	\$ 464,480.00	\$ 463,000.00
Adjustments to Bid Cost						
Lifecycle Cost of Losses	\$ 139,693.40	\$ 143,345.00	\$ 138,091.50	\$ 125,853.00	\$ 135,092.00	\$ 144,640.00
Cost of Additional Overseas Inspections						
Waranty Adjustment						
TOTAL EVALUATED COST:	\$ 734,208.40	\$ 731,199.00	\$ 793,091.50	\$ 668,325.00	\$ 599,572.00	\$ 607,640.00
Exception taken to any portion of the specification	None	None	None	None	None	Exception to US built



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Real Estate Purchase Agreement for 811 Illinois Avenue
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Presenter:	Karen Young
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Please check appropriate box:

	Government Operations	X	Government Services 07.27.2015
	Planning & Development		City Council

Estimated Cost:	\$116,000	Budgeted:	YES	X	NO	
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Executive Summary:

Purchase of the property located at 811 Illinois Avenue for the purpose of the 7th Avenue Creek project. City ownership of this property would allow this land to be used as either open space or enhancement adjacent to the 7th Avenue Creek. This property is located adjacent to the property previously purchased by the City at 807 Illinois Avenue. This property is located within the 7th Avenue Creek project limits and the proposed Federal Emergency Management Association (FEMA) Floodplain map modifications.

Staff believes that the acquisition of this property would allow for the future improvement of the storm water conveyance in this area and the potential for the modification of the 7th Avenue Creek to improve overall flood control.

The cost for the purchase of this property is \$116,000, not including the closing costs. The closing costs are estimated at \$4,000-\$6,000 and will be approved at the staff level once the final costs are determined.

Attachments: *(please list)*

Property Location Map

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Real Estate Purchase Agreement for 811 Illinois Ave. to the City of St. Charles in the amount of \$116,000 with Mr. Dan Nolan.

<i>For office use only:</i>	<i>Agenda Item Number: 4.f</i>
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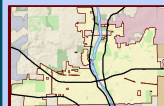
City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

811 Illinois Avenue

RAYMOND ROGINA Mayor

MARK KOENEN City Administrator



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: July 1, 2015 09:33 AM



0 24 48 Feet

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AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation for Approval of Amplification (North HS only), Closure of Parking Lot “B”, and IDOT Resolutions for the Closure of Main St. (Route 64) from 6th Street to 2nd Avenue for Two High School Homecoming Parades

Presenter: Chief Keegan

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 7.27.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	STC East Parade	STC North Parade	Budgeted:	YES	X	NO	
	\$5,759.79 (PW)	\$5,767.79 (PW)					
	\$240.00 (EMA)	\$240.00 (EMA)					
	\$2,164.40 (PD)	\$2,164.40 (PD)					
	\$8,164.19 TOTAL	\$8,172.19 TOTAL					

If NO, please explain how item will be funded:

Executive Summary:

The St. Charles East High School special event application was received on June 18, 2015. The St. Charles North High School special event application was received on June 30, 2015.

The Special Events committee has reviewed applications for the 2015 high school homecoming parades with East High School’s Homecoming parade to be held on Friday, September 11, 2015 and North High School’s Homecoming parade to be held on Friday, September 25, 2015. Both parades commence at 1:00 p.m., lasting approximately one half hour.

Both schools have requested the closure of Municipal Lot “B”, the parking lot behind Chord on Blues, to better facilitate the parade logistics.

The parade Route has been requested to continue to be held on Main Street from 6th Street to 2nd Avenue. Both parade routes will be traveling west to east.

Attachments: *(please list)*

Resolution

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve amplification (North HS only), parking lot closure, and IDOT resolutions for the closure of Main Street (Route 64) from 6th Street to 2nd Avenue for two High School Homecoming parades.

For office use only: *Agenda Item Number: 5.a*

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Requesting the Closure of Routes 64 and 31 for the
St. Charles East and North High School Homecoming Parades**

**Presented & Passed by the
City Council on _____**

WHEREAS, the St. Charles East and North High Schools are sponsoring a Homecoming Parade in the City of St. Charles, and;

WHEREAS, these Parades will require the temporary closure of Main Street (Route 64) and Second Street (Route 31) state highways in the City of St. Charles, and;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that permission to close Main Street (Route 64) and Second Street (Route 31) on Friday, September 11, 2015 from 12:45 p.m. to 3 p.m. for the St. Charles East High School Homecoming Parade and Friday, September 25, 2015 for St. Charles North High School Homecoming Parade be requested of the Department of Transportation;

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

For westbound on Route 64: south on 5th Avenue (Route 25) to Illinois Avenue, west to 7th Street, north to Route 64. For southbound on Route 31: west on State Street from Route 31 to 7th Street, south on 7th Street to Illinois Street, east on Illinois Street to Route 31. For eastbound Route 64 and northbound Route 31, use the reverse route.

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

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

Resolution No. _____

Page 2

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



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Street and Parking Lot Closures and Amplification for the 2015 Scarecrow Festival
Presenter:	Chief Keegan

Please check appropriate box:

Government Operations	<input checked="" type="checkbox"/>	Government Services 7.27.15
Planning & Development	<input type="checkbox"/>	City Council
Public Hearing	<input type="checkbox"/>	

Estimated Cost:	Police: \$12,711.00 Fire & EMA: \$2,632.00 PW: \$14,120.75 Total: \$29,463.75	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
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If NO, please explain how item will be funded:

Event coordinator is responsible for 100% reimbursement of all City services utilized during the Scarecrow Festival.

Executive Summary:

This special event application was submitted on June 23, 2015.

The 2015 Scarecrow Festival will be held on October 9-11, 2015. The event continues to be sponsored by the St. Charles Convention and Visitors Bureau, with the coordination being handled through Ravenswood Event Services. Both have made application through the special events process and met with the City’s special events committee.

Attached are the requested day/dates for parking lot and street closures. In addition, the Park District is requesting temporary “no parking by police order” signage to be installed from Thursday thru Sunday along the following routes:

- Second Avenue between Park Avenue and North Avenue;
- Second Avenue between North Avenue and Iroquois Avenue;
- North Avenue between Second Avenue and Fifth Avenue.

Event coordinators are also requesting permission to use directional signage on the public parkway and use of sound amplification during the event. The Police Department requests authorization to modify the planned use area where it is operationally necessary.

Attachments: *(please list)*

Property Layout Maps for Scarecrow Festival (3)
Street Closure Requests

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve street and parking lot closures and amplification for the 2015 Scarecrow Festival.

For office use only:

Agenda Item Number: 5.b

CRAFT FAIR



ZONE C

M1 -	R1 -
M2 -	R2 -
M3 -	R3 -
M4 -	R4 -
M5 -	R5 -
M6 -	R6 -
M7 -	R7 -
M8 -	R8 -
M9 -	R9 -
M10 -	R10 - xxx
M11 -	R11 - xxx
M12 -	R12 - INFO BOOTH
M13 -	R13 -
M14 -	R14 -
M15 -	R15 -
M16 -	R16 -
M17 -	R17 -
M18 -	R18 -
M19 -	R19 -
M20 -	R20 -
M21 -	R21 -
M22 -	

RIVER

statue

possibly room for gazebo AND one tent

RIVERWALK



PETTING ZOO 20X40

COKE VEH 15X15

COKE VEH 15X15

COKE VEH 15X15

SAMPLE 20X40

SAMPLE 20X20

SAMPLE 20X20

GENERAL STORE 20X20

TICKETS 10X10

COKE MUSEUM 15X60

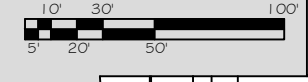
SAMPLE 20X20

silver benches

stage

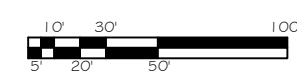
tech/dr

MUNICIPAL LOT



Gymnastics? saturday only

CHECKERBOARD LOT



SODA TOUR SEMI

location TBD

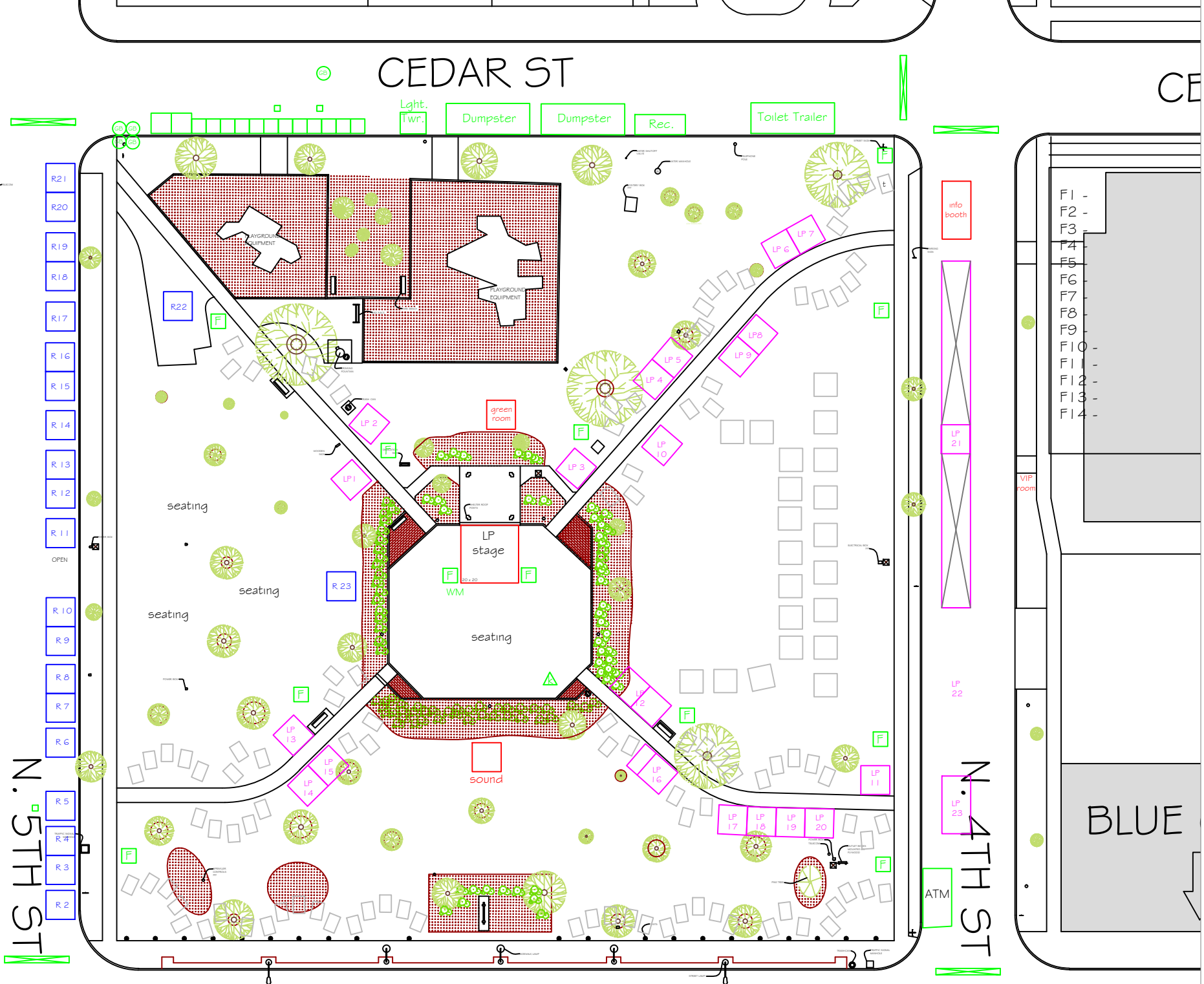
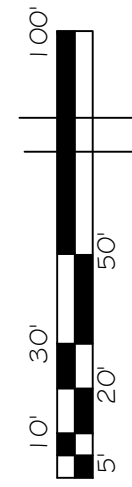
St. Charles Scarecrow Fest 2015

NTS

draft: 6/23/15

- | | |
|----------|--------|
| R1 - xxx | LP1 - |
| R2 - | LP2 - |
| R3 - | LP3 - |
| R4 - | LP4 - |
| R5 - | LP5 - |
| R6 - | LP6 - |
| R7 - | LP7 - |
| R8 - | LP8 - |
| R9 - | LP9 - |
| R10 - | LP10 - |
| R11 - | LP11 - |
| R12 - | LP12 - |
| R13 - | LP13 - |
| R14 - | LP14 - |
| R15 - | LP15 - |
| R16 - | LP16 - |
| R17 - | LP17 - |
| R18 - | LP18 - |
| R19 - | LP19 - |
| R20 - | LP20 - |
| R21 - | LP21 - |
| R22 - | LP22 - |
| R23 - | LP23 - |

ZONE A



- | |
|-------|
| F1 - |
| F2 - |
| F3 - |
| F4 - |
| F5 - |
| F6 - |
| F7 - |
| F8 - |
| F9 - |
| F10 - |
| F11 - |
| F12 - |
| F13 - |
| F14 - |

BLUE

St. Charles Scarecrow Fest 2015

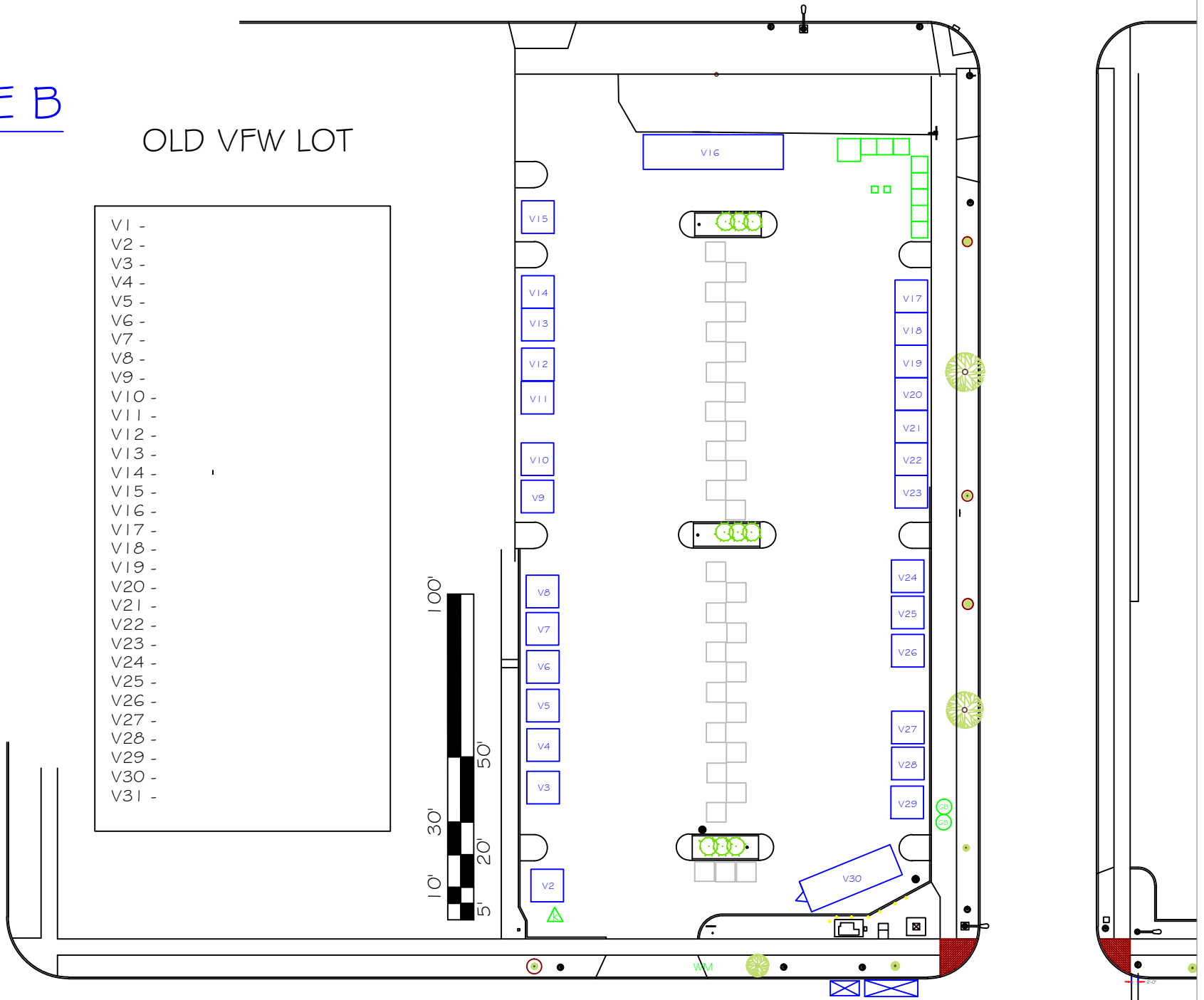
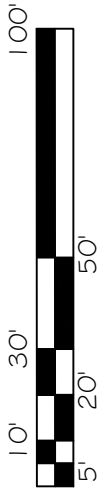
draft: 6/23/15

NTS

ZONE B

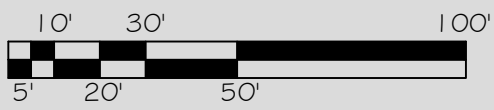
OLD VFW LOT

- V1 -
- V2 -
- V3 -
- V4 -
- V5 -
- V6 -
- V7 -
- V8 -
- V9 -
- V10 -
- V11 -
- V12 -
- V13 -
- V14 -
- V15 -
- V16 -
- V17 -
- V18 -
- V19 -
- V20 -
- V21 -
- V22 -
- V23 -
- V24 -
- V25 -
- V26 -
- V27 -
- V28 -
- V29 -
- V30 -
- V31 -



CEDAR

FILLING STATION LOT



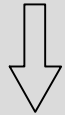
- F1 -
- F2 -
- F3 -
- F4 -
- F5 -
- F6 -
- F7 -
- F8 -
- F9 -
- F10 -
- F11 -
- F12 -
- F13 -
- F14 -

- F9 F8 F9 F8 F7 F6 F5 F4 F3 F2 F1
- F10 F11 F12 F13 F14 F15 F16 F17 F18 F19 F20

- T1
- T2
- T3
- T4
- T5
- T6
- T7

Activity??

BLUE GOOSE



- T1
- T2
- T3
- T4
- T5
- T6
- T7
- T8
- T9
- T10
- T11
- T12
- T13
- T14
- T15

MY05
15X100

N. 4TH ST

ATM

info booth

LP 21

LP 22

LP 23

**Street Closings, Parking Lot & Designated Handicapped Parking Requests
St. Charles Scarecrow Fest
October 9-11, 2015 (including set-up October 7 & 8, 2015)**

Street Closing, Temporary One-Way, Handicapped Parking Requests:

East of Fox River

1. Handicapped Parking: Riverside Avenue on-street Parking west side designated Handicap Parking Only: Friday, Saturday, and Sunday from 6am to 6pm.
2. Parking: Riverside Avenue on-street parking east side (two spaces) along Armand's & Warehouse Antiques designated Handicap Parking: Friday 6 am to Sunday 6pm.(Signs need to be posted on Thursday).
3. The two 30 minute parking spaces at 10 State Avenue in front of Door #1 designated as "POLICE RELATED Business Parking Only" from Fri at 6am through Sun at 6pm.
4. No Parking on 2nd Ave between State Ave and Cedar Ave (Trolley Route and stops)
5. No Parking on Cedar Ave between Riverside and 2nd Ave (Trolley Route and stops)
6. No Parking on State Ave between Riverside and 2nd Ave (Trolley Route and Stops)

Parking Lot Closing Requests:

East of Fox River

1. Municipal Lot adjacent to Municipal Building, Wednesday 6am to Sun at 11pm. (Dumpster to be removed Monday before 10am).
2. Municipal Lot – checkerboard lot at the corner of Main & Riverside – Saturday only

Street Closing, Temporary One-Way, Handicapped Parking Requests:

West of Fox River

1. Closure: North Third St. between Main & State Streets from Thursday 5am to Sunday 11pm (police, fire & delivery vehicles to be allowed access each night between 6pm-6am). East side will be maintained as a fire lane.
2. Closure: North Fourth St. between Main & Cedar Streets from Thursday 5am to Sunday 11pm. East side will be maintained as a fire lane.
3. Closure: North Fifth St. between Main & Cedar Streets from Thursday 5am to Sunday 11pm. West side will be maintained as a fire lane.
4. Closure: Cedar St. between 4th & 5th St Thursday 5am to Sunday at 11pm. (Soft closure thu, fri, sun. Hard closure on Saturday).
5. Handicapped Parking: North Fifth St between Cedar and State Streets east side only handicapped parking: Friday at 6am to Sun at 6pm. (Signs need to be posted on Thursday.)
6. Handicapped Parking: North Fourth Street between Cedar and State Streets west side only from Friday at 6am to Sunday at 6pm. (Signs need to be posted on Thursday).
7. Handicapped Parking: East side of 3rd St. between Cedar St. and Rt. 64 Fri 6am to Sun 10pm.
8. 6th Street at State Street... temporary NO parking on N 6th Street east side near State Street to allow radius turn for trolley.
9. Cedar Street at 3rd Street, north side. Temporary NO parking in first three parking spots from corner to VFW lot entrance – for food storage trucks.

Parking Lot Closing Requests:

West of Fox River

1. River Plaza Parking lot "G" (west side of N. Second Street [Route 31] between Cedar and State Streets on Wed 6am to Sunday 10pm for Windy City Carnival.
2. Old VFW lot Wednesday at 6am to Monday at 12pm.
3. Old St. Charles Court lot on north Third St., west side, between west Main and Cedar Streets, Wednesday at 6am to Sun at 11pm.

Additional Requests:

1. All parking spaces on the south side of Cedar Street between Fourth and Fifth Streets to place dumpsters, toilets, and limited-time entertainment parking (with festival permit only). **Wednesday** 6am to Sunday 10pm.
2. Cedar Street at 3rd Street, north side. Temporary NO parking in first three parking spots from corner to VFW lot entrance – for food storage trucks.
3. Municipal Lot (north west end, per map). Temporary NO parking in first few parking spots – to accommodate dumpster and petting zoo vehicle.
4. Permission to use grassy areas in new Municipal lot (in cooperation with public works)
5. Permission to use land along the Freedom Walk from Main Street bridge north to Pottawatomie Park for vendors.
6. Permission to use walkway/courtyard to the south and west of the Municipal Center for children's activities and select vendors.
7. Permission to place tents on Fourth Street between Main and Cedar Streets, west side.
8. Permission to place tents on Fifth Street between Main and Cedar Streets, east side – flush against the park.
9. Permission to place activities on Cedar Street, between 4th and 5th. Activity will change daily, so street will be clear overnight.

Scarecrow Festival 2015: October 9-11 (open to public dates)

Lincoln Park & VFW tent set up (south side of park & gazebo) Wednesday and Thursday, October 7 & 8: 8am-10pm. As always, due consideration will be a priority for students of St. Patrick.

Event Days

Friday and Saturday October 9 and 10: 10am-6pm; (Lincoln Park to remain open until 9pm)
Sunday, October 11: 10am – 5pm.

Trolleys


Two trolleys will run Friday, Saturday, and Sunday

Shuttles (School buses)

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

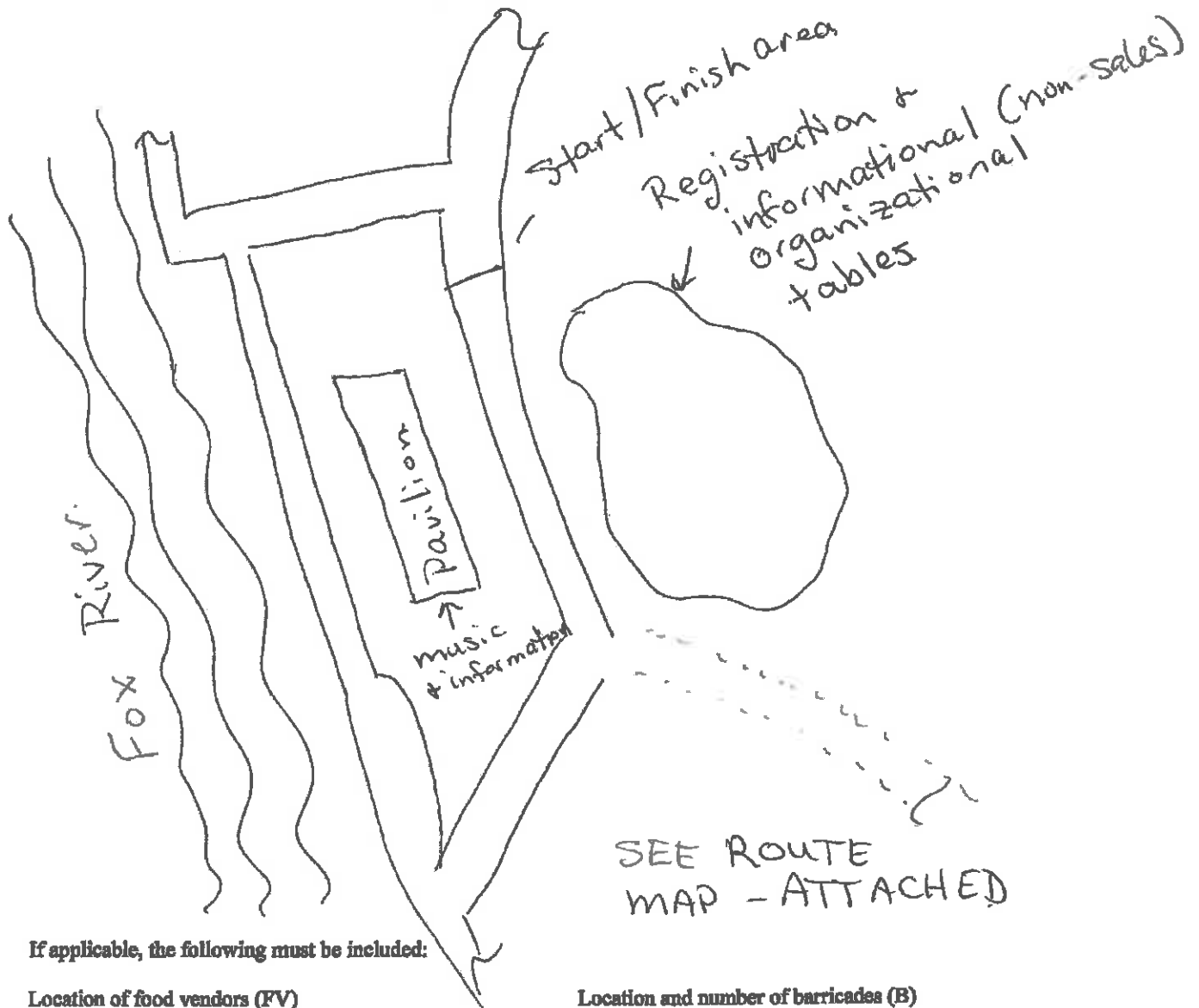
PROPERTY BEING REQUESTED FOR VENDING/SPONSOR AREAS:

- Lincoln Park
- 5th Street from Cedar to Main
- 4th Street from Cedar to Main
- 3rd Street from Cedar to Main
- Cedar from 4th to 5th Street (sat only)
- Old VFW lot
- Rt. 31 & Cedar Parking lot (for Carnival)
- Old St. Charles Parking Lot (Filling Station)
- Municipal lot
- Municipal Courtyard - checkerboard lot (sat only)
- Commercial Riverwalk from Main Street to Pottawotamie Park

	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:	Presentation of 2015 Annual St. Charles Riverwalk, formerly known as the Bob Leonard Walk – Information Only				
	Presenter:	Chief Keegan				
<i>Please check appropriate box:</i>						
	Government Operations		X	Government Services 7.27.15		
	Planning & Development			City Council		
	Public Hearing					
Estimated Cost:	\$731.78 (PW)	Budgeted:	YES	X	NO	
If NO, please explain how item will be funded:						
Executive Summary:						
<p>This special event application was received on June 18, 2015.</p> <p>This event was formerly known as the Bob Leonard Walk and is in its 9th year. The purpose of this event is to raise funds for the River Corridor Foundation of St. Charles. It is set to take place on Saturday, August 15, 2015. Approval by Committee or Council is not needed as no City services are required for this event; however, the Special Events Committee wanted to communicate the details of this event on a “for your information” basis so all are properly informed of what will take place this year.</p> <p>Since this is an established event, event organizers are requesting 50% reimbursement for any costs they are required to pay for this event.</p>						
Attachments: <i>(please list)</i>						
Diagrams (2)						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Information purposes only.						
<i>For office use only:</i>		Agenda Item Number: 5.c				

SECTION 4 - SITE PLAN AND/OR ROUTE MAP

Please use the space below to illustrate the layout for your event. If you need additional space, please attach a separate sheet.

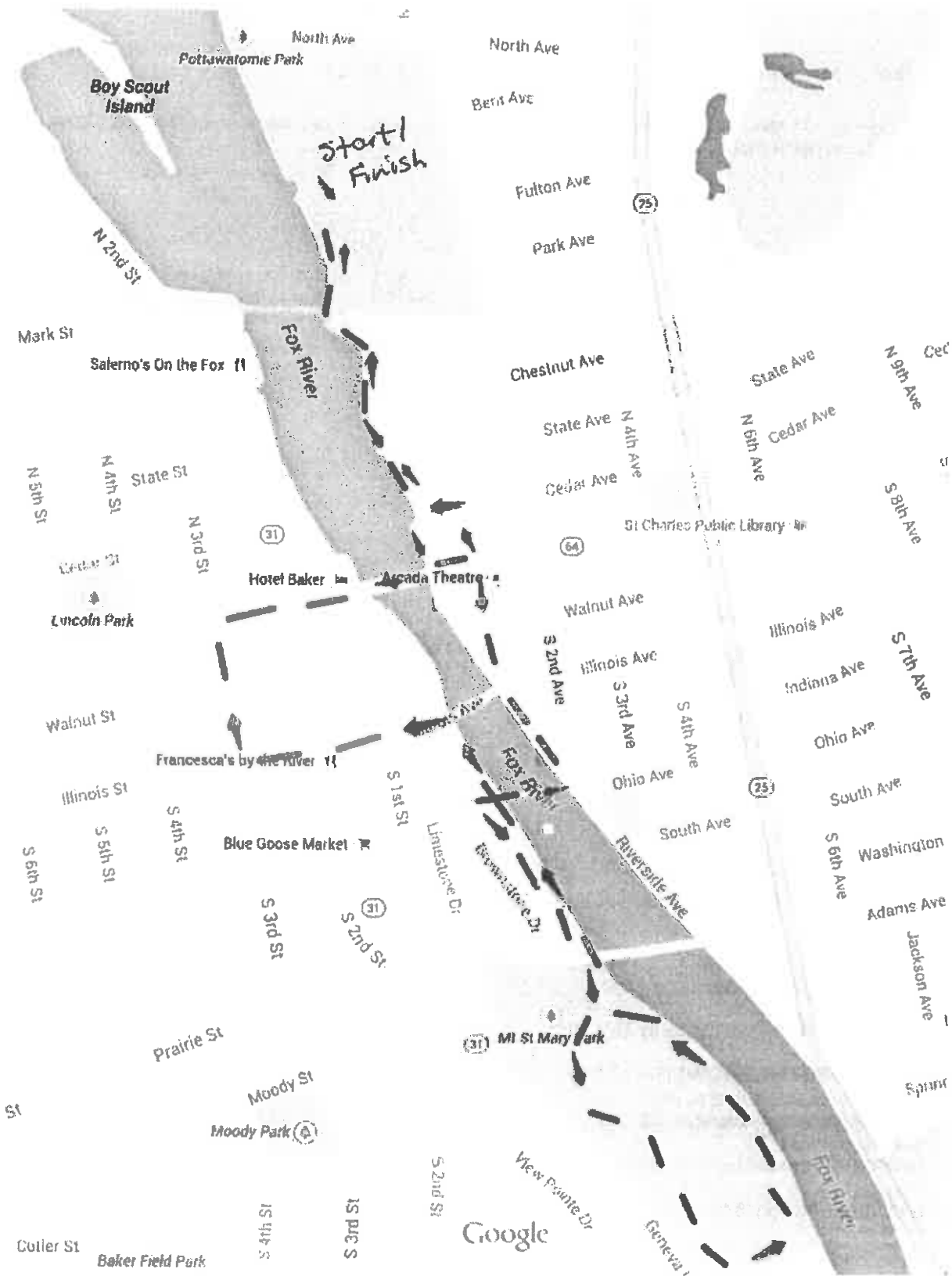


If applicable, the following must be included:

- Location of food vendors (FV)
- Location of beverage vendors (BV)
- Location of garbage receptacles (G)
- Location of toilets (T)
- Location of hand washing sinks (HWS)
- Location of retail merchants (RM)
- Location of First Aid (FA)

- Location and number of barricades (B)
- Location of fire lane (FL)
- Location of fire extinguishers (FE)
- Public entrances and exits (PE)
- Location of sound stages and amplified sound (S)
- Location of residential streets surrounding events
- Electric (E)
- (Hydrant Meter (H20))

2015 Riverwalk Route





AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Dash in the Dark 5K – Information only

Presenter: Chief Keegan

Please check appropriate box:

	Government Operations	X	Government Services 7.27.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	PW:\$207.55 Total: \$207.55	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

All expenses will be paid by the event sponsor.

Executive Summary:

This special event application was received on June 9, 2015.

This event is in its 4th year and will take place on Saturday, September 12, 2015, beginning at 6 p.m. The 5K is a fundraiser for the local Fox Valley Rugby Football Club. Approval by Committee or Council is not needed as limited City services are required for this event; however, the Special Events Committee wanted to communicate the details of this event on a “for your information” basis so all are properly informed of what will take place this year. All expenses incurred will be paid in full by the event sponsor.

The event sponsor will be sending out an informational letter to residents of the Timbers subdivision, as well as other residents and businesses affected by this route, informing them of this event. Consideration will also be given to residents in the area while amplification is in use.

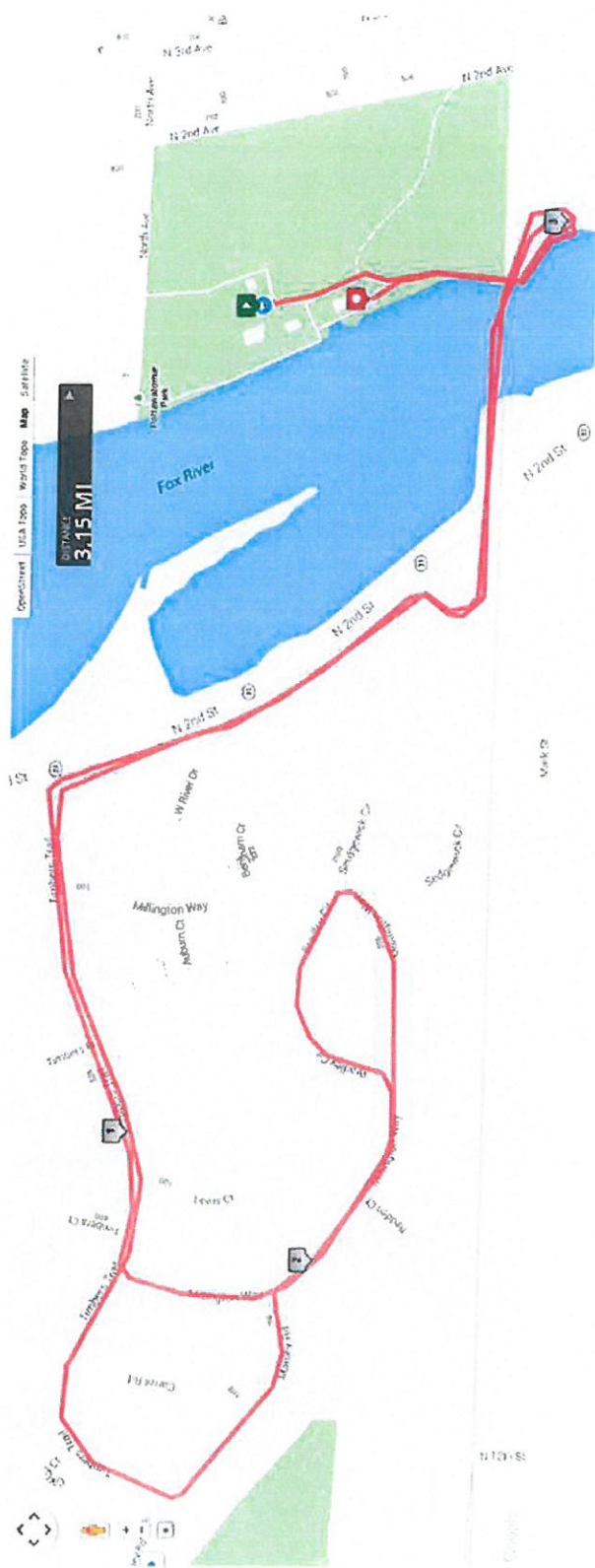
Attachments: *(please list)*

Diagram

Recommendation / Suggested Action *(briefly explain):*

Information purposes only.

<i>For office use only:</i>	<i>Agenda Item Number: 5.d</i>
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AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Ghosts & Ghouls 5K – Information only

Presenter: Chief Keegan

Please check appropriate box:

	Government Operations	X	Government Services 7.27.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$224.00 (FD) TOTAL: \$224.00	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

No City services have been requested by the event sponsor.

Executive Summary:

This special event application was received on June 25, 2015.

This is the second year for this event and it will take place on Saturday, October 17, 2015, beginning at 9 a.m. The 5K is being sponsored by the Adventure Bureau, LLC with the intention of raising money for the Steel Beam Theatre.

Approval by Committee or Council is not needed as limited City services are required for this event; however, the Special Events Committee wanted to communicate the details of this event on a “for your information” basis so all are properly informed of what will take place this year. All expenses incurred will be paid in full by the event sponsor.

The event sponsor will be sending out an informational letter to area businesses affected by this route, informing them of this event. Consideration will also be given to residents in the area while amplification is in use.

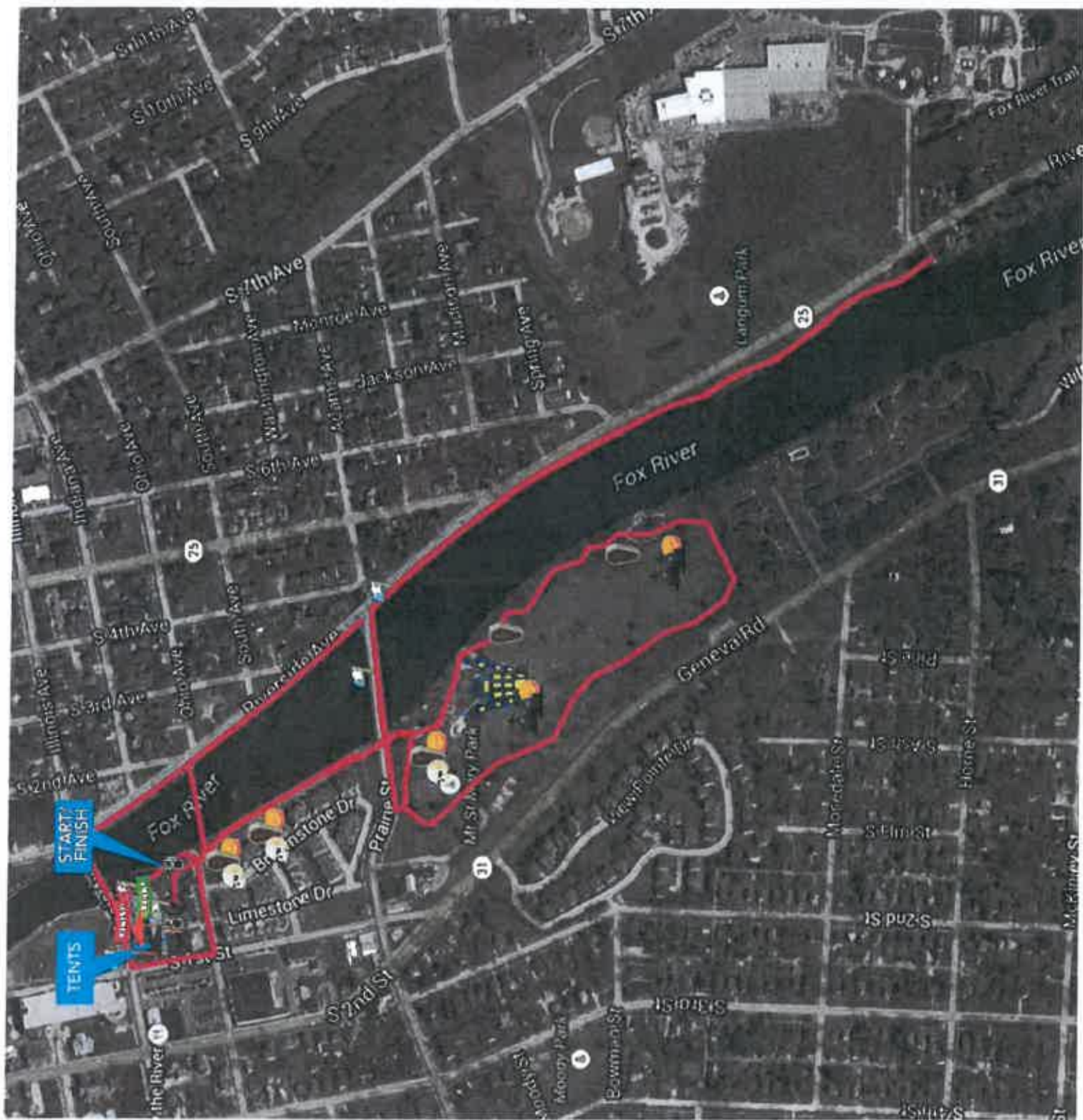
Attachments: *(please list)*


Diagram

Recommendation / Suggested Action *(briefly explain):*

Information purposes only.

<i>For office use only:</i>	<i>Agenda Item Number: 5.e</i>
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	AGENDA ITEM EXECUTIVE SUMMARY				
	Title:	Recommendation to Approve Changes to the City of St. Charles City Code 10.11.2100 – Intersections Where Stop or Yield Required			
	Presenter:	Chief Keegan			
<i>Please check appropriate box:</i>					
	Government Operations	X	Government Services 7.27.15		
	Planning & Development		City Council		
	Public Hearing				
Estimated Cost:	N/A	Budgeted:	YES		NO
If NO, please explain how item will be funded:					
Executive Summary:					
<p>Per the attached memo, the Police Department is recommending that the following be added to Ordinance 10.11.2100 – Intersections Where Stop or Yield Required, B. The following streets in the city are yield right-of-way streets:</p> <p>11. On South 14th Street at its intersection with South 16th Street, so that westbound traffic at the traffic circle must yield to north and southbound traffic on South 16th Street.</p> <p>12. On South 16th Street at its intersection with South 14th Street, so that north and southbound traffic at the traffic circle must yield to westbound traffic on South 14th Street.</p>					
Attachments: <i>(please list)</i>					
10.11.2100 – Intersections Where Stop or Yield Required Days - Ordinance with revisions Ordinance 10.11.2100 Exhibit Memo					
Recommendation / Suggested Action <i>(briefly explain):</i>					
Recommendation to approve changes to the City of St. Charles City Code 10.11.2100 – 10.11.2100 – Intersections Where Stop or Yield Required.					
<i>For office use only:</i>	<i>Agenda Item Number: 5.f</i>				

10.11.2100 Intersections where stop or yield required.

B. The following streets in the city are yield right-of-way streets:

1. At McKinley Street intersecting with Ash Street so that eastbound traffic and westbound traffic must yield the right-of-way.
(Ord. 1987-M-74 § 2.)
2. At 12th Street intersecting with Fellows Street so that eastbound traffic and westbound traffic must yield the right-of-way.
(Ord. 1994-M-5 § 1.)
3. At Wing Avenue intersecting with North 11th Avenue so that eastbound traffic and westbound traffic must yield the right-of-way.
4. On Grand Ridge Road and Hillsboro Court at their intersection with Tower Hill so that eastbound traffic on Grand Ridge and westbound traffic on Hillsboro must yield.
5. On Lucylle at its intersection with Moore so that northbound and southbound traffic on Lucylle must yield.
6. On Mt. Michel at its intersection with Red Rose so that eastbound and westbound traffic on St. Michel must yield.
7. On St. Germain at its intersection with Renaux so that eastbound and westbound traffic on St. Germain must yield.
8. On Pendleton and Brittany at their intersection with Abbeywood so that northbound traffic on Brittany and southbound traffic on Pendleton must yield.
9. On Queen Elizabeth Lane and Queen Elizabeth Court at their intersection with King Richard Circle, so that eastbound and westbound traffic on Queen Elizabeth Lane and Queen Elizabeth Court must yield to traffic on King Richard Circle
(Ord. 2009-M-55 § 1.)
10. On Banbury Avenue at its intersection with Independence Avenue so that east and westbound traffic on Banbury Avenue must yield to traffic on Independence Avenue.
(Ord. 2012-M-40 § 1.)
11. On South 14th Street at its intersection with South 16th Street, so that westbound traffic at the traffic circle must yield to north and southbound traffic on South 16th Street.
12. On South 16th Street at its intersection with South 14th Street, so that north and southbound traffic at the traffic circle must yield to westbound traffic on South 14th Street.

(Ord. 2006-M-43 § 1; 2005-M-56 § 1; Ord. 2004-M-53 § 1; Ord. 2002-M-66 § 1; Ord. 2002-M-36 § 1; Ord. 2001-M-61 § 1; Ord. 2000-M-87 § 1; Ord. 2000-M-74 § 1; Ord. 2000-M-31 § 1; Ord. 2000-M-11 § 1; Ord. 1999-M-56 § 1; Ord. 1999-M-9 § 1; Ord. 1990-M-97 § 1.)

City of St. Charles, Illinois

ORDINANCE NO. 2015-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.11.2100 "Intersections Where Stop or Yield Required" of the St. Charles Municipal Code

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

SECTION ONE: That Title 10 "Vehicles and Traffic", Section 10.11.2100 "Intersections Where Stop or Yield Required, B. The following streets in city are yield right-of-way streets", of the St. Charles Municipal Code, be and is hereby amended as follows:

11. On South 14th Street at its intersection with South 16th Street, so that westbound traffic at the traffic circle must yield to north and southbound traffic on South 16th Street.

12. On South 16th Street at its intersection with South 14th Street, so that north and southbound traffic at the traffic circle must yield to westbound traffic on South 14th Street.

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

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

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

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____



TRAFFIC PROJECT ASSIGNMENT SHEET

To: Chief Keegan via chain of command

CC: DC Huffman, DC Kintz, Cmdr. Mahan, Traffic File

Chief Keegan,

I was contacted via email a complaint about the traffic circle at S. 14th Street and S. 16th street being unsafe, and the right-of-way unclear for motorists. I studied the intersection, and worked closely with our cities engineering and public services departments to see if any improvements could be made.

Part of my investigation requires that I pull the crash data from the intersection and decipher if the intersection itself aided in a crash occurring. A review of the crash data indicated this was not an issue. The following data supports my statement.

Total Number of Crashes

- 2011 - 0 Crashes
- 2012 - 0 Crashes
- 2013 - 1 Crash
- 2014 - 1 Crash

As you will recall, at the end of March, I submitted to you via email an extensive historical perspective complete with aerial photo maps to show the evolution of the roadway since the late 1960's. I have that email archived in the traffic file and available at any time if you wish to review it again.

The following recommendation comes direct from Karen Young's email in regards to what we (Karen, Chris Adesso, and myself) all agree is the proper actions to be taken next.

(Taken from Karen Young's email dated May 27th, 2015)

- **Existing Stop Sign and Stop Bar:** Remove the existing stop sign and stop bar that is currently in place for westbound S. 14th Street at 16th Street. This stop sign was never put into place with an ordinance; therefore it will not require any revisions to the City code to remove it.
- **Sign #1:** Install Yield signs at all three legs of the intersection. This is allowed and recommended in the MUTCD manual for this configuration. This will help notify all vehicles



TRAFFIC PROJECT ASSIGNMENT SHEET

entering the area to use caution and yield to oncoming traffic. An ordinance will need to be established for the installation of the yield signs. Rich Clark and I will work together to get this completed at an upcoming committee meeting. The new yield signs will include orange flags for a period of time to notify the motoring public of the change at the intersection.

- **Sign #2:** Replace the existing "Traffic Island Ahead" signs with Sign #2, which is a visual of a traffic circle along with the "Traffic Circle" verbiage.
- **Sign #3:** Replace the miscellaneous signs in the circle area with the chevron arrows directing traffic to the right.
- **Pavement Marking:** There is currently some existing pavement marking's out at the intersection which will be modified. The proposed pavement markings' are shown in yellow and will help direct traffic utilizing the current MUTCD standards. Shown in black hatching are the areas of pavement marking to be removed.

In summary, after extensive research and a collaborative effort with our city departments, I recommend the following addition be made to our existing ordinance as it applied to section 10.11.2100 Intersections Where Stop or Yield Required.

Under section **10.11.2100 (B)** The following streets in the city are *yield right-of-way streets*. I recommend adding:


11) On South 14th Street at its intersection with South 16th Street, so that westbound traffic at the traffic circle must yield to north and southbound traffic on South 16th Street.

12) On South 16th Street at its intersection with South 14th Street, so that north and southbound traffic at the traffic circle must yield to westbound traffic on S. 14th Street.

Please let me know if you have any questions or additional comments about our recommendation. If approved, I will supply Sara Cass with any additional information or clarification she may need to pursue this change.

Respectfully,

Traffic Safety Officer Rich Clark #321

	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:		Recommendation to Approve Changes to the City of St. Charles City Code 10.40.044 – Residential Parking Only on School Days			
	Presenter:		Chief Keegan			
<i>Please check appropriate box:</i>						
		Government Operations	X	Government Services 7.27.15		
		Planning & Development		City Council		
		Public Hearing				
Estimated Cost:		N/A		Budgeted:	YES	NO
If NO, please explain how item will be funded:						
Executive Summary:						
<p>Per the attached memo, the Police Department is recommending that the following be added to Ordinance 10.40.044 – Residential Parking Only on School Days:</p> <p style="padding-left: 40px;">16. Between the hours of 9:00 a.m. to 1:00 p.m. on all roadways within the Rivers Edge subdivision. Streets to include: River View Drive, River Ridge Drive, Prairie Crossing Drive, Meadow View Drive, and North Meadow View Drive.</p>						
Attachments: <i>(please list)</i>						
10.40.044 – Residential Parking Only on School Days, with revisions Ordinance Exhibit Memo						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Recommendation to approve changes to the City of St. Charles City Code 10.40.044 – Residential Parking Only on School Days.						
<i>For office use only:</i>		<i>Agenda Item Number: 5.g</i>				

10.40.044 Residential Parking Only on School Days.

It is unlawful at any time to cause, allow or permit any vehicle to stop, stand or park, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or official traffic control device, in any of the following places which shall be designated as no parking on school days between the hours of 7:00 a.m. and 4:00 p.m. unless such vehicle is licensed to a resident whose residence is located on property abutting the following public right-of-way:

- A. The following affected streets on the side that presently contain unrestricted parking:
- Greenwood Lane, Chesapeake Road, Oxmoor Court, Mockingbird Court, the outer ring of Windsor Court, Traditions Boulevard, Grandview Court, Fieldcrest Drive, Wexford Court, Abbeywood Drive, Easton Place, Pendleton Court, Brittany Court, River's Ridge Drive, Prairie Crossing Drive, Meadowview Drive, Dorchester Road, Ashbrooke Court, Muirfield Court, Royal St. James Court and Royal St. George's Court (including the radius of the cul-de-sac) and Riverview Drive.
1. On both sides of Highgate Course.
 2. On both sides of Chasse Circle.
 3. On both sides of Fairfax Road from the west right-of-way of Dunham Road to the east right-of-way of Forest Ridge Road.
 4. On both sides of Canidae Court.
 5. On both sides of Shire Lane.
 6. On both sides of Southgate Course.
 7. On both sides of Dunham Place.
 8. On both sides of 8th Street from the north right-of-way of Oak Street to the south right-of-way of Indiana Street, except for the southerly one hundred fifty (150) feet along the east side of 8th Street as measured northerly from the north right-of-way of Oak Street.
 9. On both sides of Huntington Road from the southerly right-of-way of Fox Chase Boulevard to the north right-of-way of Forest Ridge Road.
 10. On Forest Ridge Road along the westerly and northerly side of the street from the south right-of-way of Fairfax Road continuing westerly around the circle to the east right-of-way of Huntington Road.
 11. On the east side of Essex Court.
 12. On the west side of Sterling Court.
 13. Foxwood Lane from the southwesterly right-of-way of Southgate Course.
 14. Southgate Court from the northerly right-of-way of Southgate Course.
 15. Between the hours of 9:00 a.m. to 1:00 p.m. on all streets inside the area bordered by and including Gray Street on the south from 4th Street to 12th Street, 4th Street on the east from Gray Street to Fellows, Fellows Street on the north from 4th Street to 12th Street and 12th Street on the west from Fellows to Gray.
 16. Between the hours of 9:00 a.m. to 1:00 p.m. on all roadways within the Rivers Edge subdivision. Streets to include: River View Drive, River Ridge Drive, Prairie Crossing Drive, Meadow View Drive, and North Meadow View Drive.

(2013-M-60 § 1; 2007-M-37 § 1; 2004-M-17 § 1; 2002-M-33 § 1; 2001-M-49 § 1 ; Ord. 1999-M-77 § 1 a, b, c, d, e ; Ord. 1993-M-61 § 1; Ord. 1992-M-21 § 3; Ord. 1990-M-24 § 2; Ord. 1988-M-67 § 1; Ord. 1988-M-26 § 1; Ord. 1987-M-24 § 1; Ord. 1987-M-4 § 1.)

City of St. Charles, Illinois

ORDINANCE NO. 2015-M-_____

An Ordinance amending title 10 "Vehicles and Traffic", Section 10.40.044 "Residential Parking Only on School Days" of the St. Charles Municipal Code

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

SECTION ONE: That Title 10 "Vehicles and Traffic", Section 10.40.044 "Residential Parking Only on School Days", of the St. Charles Municipal Code, be and is hereby amended as follows:

16. Between the hours of 9:00 a.m. to 1:00 p.m. on all roadways within the Rivers Edge subdivision. Streets to include: River View Drive, River Ridge Drive, Prairie Crossing Drive, Meadow View Drive, and North Meadow View Drive.

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

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

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

Nancy Garrison
City Clerk

COUNCIL VOTE:

Ayes : _____

Nays : _____

Absent : _____

Memo

Date: 7/2/2015
To: Chief Keegan ✓
From: Traffic Safety Officer Clark
CC: Cmdr. Mahan, Dep. Chief Huffman, Traffic File
Re: Parking in the Reserve subdivision

Chief Keegan,

Since early spring, I was contacted by and spoke to numerous citizens who reside in the "Rivers Edge" subdivision near the St. Charles North high school. The residents wished to complain about an ongoing parking issue that they experience with students parking vehicles on the streets within the subdivision during school hours. Much of the subdivision is already ordinance "No Parking" on one side of the street; however, there is only one sign posted in the subdivision stating such. This one sign is on River Ridge Drive immediately after turning off of Red Gate Road and states, "Resident Parking Only On School Days 7am-4pm". There are no other signs within the vicinity other than one contradicting and un-ordinanced sign on River Ridge Drive near Prairie Crossing that reads, "Parking Permitted Beyond This Point". This particular sign makes enforcement difficult for officers who do not want to enforce the actual ordinance out of fairness to those who have parked here believing it is legal.

I am issuing this memo to you to explain how I have worked towards a solution to the problem, and it is one that the members of the subdivision and its association support. I propose to have the entire subdivision ordinance "No Parking on School Days between 9am-1pm". This method of signage has been used throughout other areas of the city that are adjacent to high schools, and proves to be an effective method of limiting violations, while not disrupting the daily use of the city roadways. In order to understand how I came to recommendation, I will give you a brief summary of what steps I have taken.

Based upon my experience, I am aware that twice a year a portion of the school parking lot is closed for driver's education activities. When this occurs, an entire parking lot's worth of students come over and park on both sides of the roads within the Rivers Edge subdivision. Students recognize that all other surrounding subdivisions already have parking restrictions in place, and therefore come to Rivers Edge because they believe they can.

One side of the road is already ordinance "no parking" based upon the width of the roadway, however; there are no signs erected within the subdivision saying such. When students park on both sides of the road, it now creates a safety issue in which a fire truck or other emergency vehicle does not have proper access to maneuver within. I witnessed this predicament on several days.

To complicate matters, there is the city sign that I mentioned earlier in this memo that states, "Parking Permitted Beyond This Point". This sign is on the north side of River Ridge Drive nearest Prairie Crossing which is approximately 100 feet north of the T-intersection that leads into the subdivision. This un-ordinaced sign was erected sometime in the last 5 years without our department's traffic unit or our command staff's recommendation. We were never offered an opportunity to give our input or ask questions as to the necessity of the sign. Today, that sign continues to present a conflict to our officers trying to take proper enforcement action. Meanwhile, students continue to park here thinking it is ok, and the subdivisions residents continue to be aggravated with the mixed signals and lack of enforcement.

In accordance with my request to create resident only on street parking in Rivers Edge, I recommend the following addition be made to our city ordinance.

10.40.044 Residential Parking on School Days

16. Between the hours on 9:00 a.m. to 1:00 p.m. on all roadways within the Rivers Edge subdivision. Streets to include; River View Drive, River Ridge Drive, Prairie Crossing Drive, Meadow View Drive and North Meadow View Drive.

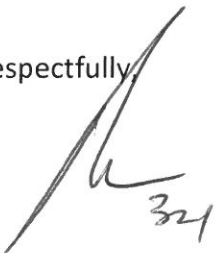
There are other signs that were placed within the subdivision a few years back that aided traffic flow during the construction of the Red Gate Bridge. With your approval of the recommendations within this memo, I will also have these obsolete signs removed as part of the full request that I would make to our Public Services Department. Those signs include:

- **Change over the sign on Meadowview that states "Resident Parking Only on School Days 7-4", to the proposed "Resident Parking Only on School Days 9-1".**

- Change over the sign on River Ridge Dr. that states, "Resident Parking Only on School Days 7-4", to the proposed "Resident Parking Only on School Days 9-1".
- Removal of signs at the entrance to the Reserve subdivision (north of Rivers Edge) off of Route 31 that prohibit vehicles from using River Ridge Drive (in Rivers Edge) on school days from 6:30-7:30 a.m.
- Removal of the sign on River Ridge Dr. that states "Parking Permitted From This Point On"
- Removal of the sign on River Ridge Dr. that states "Road Closed Monday – Friday 630am-730am".

I believe these changes will give a have a positive impact on this subdivision adjacent to the high school. Please let me know if you have any questions or additional comments about this recommendation. If approved, I will supply Sara Cass with any additional information or clarification she may need to pursue this change.

Respectfully,



Traffic Safety Officer Rich Clark #321



Memo

Date: 7/20/2015
To: Mark Koenen, City Administrator
From: James Keegan, Chief of Police
Re: Parking in the River Edge subdivision/School Days

As you are aware, an ordinance change is being recommended to address resident parking concerns north of St. Charles North HS (SCNHS) in the Rivers Edge subdivision. After receiving on-going complaints from area residents both administratively into the police department and in-progress via 911 calls, I directed staff to complete the attached investigation and subsequent recommendation.

Complaints were received about the following issues:

- Difficulty for residents of the single-family homes to pull in and out of their driveways.
- Car stacking just north of Red Gate Road on Meadow View Drive (across from the tennis courts).
- Sign confusion on various locations, including: River Ridge Drive and Reserve Drive.

This area in question was monitored by the Traffic Unit, Officer Rich Clark, and interaction was initiated with numerous area residents, staff from SCNHS and the homeowners association. The results of our investigation revealed several issues as outlined above. Specifically, sign confusion and students from the high school ignoring parking bans.

As a result of our observations and dialogue with area residents and the staff of St. Charles North HS, we are recommending a clear and concise alternative moving forward. Per Officer Clark's attached memorandum, we are requesting Ordinance 10.40.044 (Residential Parking on School Days) to be amended to now include item #16: "Between the hours of 9:00 am-1:00 pm, all roadways within the Rivers Edge subdivision".

Please see Officer Clark's memorandum, the executive summary and the sample ordinance language for further information. Should you have any additional concerns or questions, please advise. Thank you in advance for your cooperation in this matter.