

**AGENDA – OLD BUSINESS  
ST. CHARLES CITY COUNCIL MEETING  
DONALD P. DEWITTE, MAYOR**

**MONDAY, MAY 6, 2013 – 7:00 P.M.  
CITY COUNCIL CHAMBERS  
2 E. MAIN STREET**

1. **Call to Order.**
2. **Roll Call.**
3. **Invocation.**
4. **Pledge of Allegiance.**
5. **Presentation:** Recognition of Certification of the St. Charles Emergency Management Agency presented by Don Bryant, Director, Kane County Office of Emergency Management, Acting Fire Chief Schelstreet, and Paul Bumba, Emergency Preparedness Coordinator
6. **Omnibus Vote. Items with an asterisk (\*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
- \*7. Motion to accept and place on file minutes of the Public Hearing held on April 15, 2013, and minutes of the regular City Council meeting held on April 15, 2013.
8. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 3/25/13 – 4/5/13 in the amount of \$2,428,970.13 and the Expenditure Approval List for the period of 4/8/13 – 4/19/13 in the amount of \$5,092,216.13.

**I. New Business**

- A. Motion to approve a proclamation celebrating the 25-Year Anniversary for CASA Kane County in the City of St. Charles.
- B. Motion to approve a **Resolution** Authorizing the execution of an agreement between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 28.
- C. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk to Execute a Contract Amendment with Advanced Disposal and Budget Amendment for 2013 flood debris collection.

- D. Motion to approve a **Resolution** granting a seventh extension to begin construction following recording of the PUD Final Plat for the First Street Redevelopment PUD Phase III.
- E. Motion to approve an **Ordinance** Authorizing the execution of a Ninth Amendment to a Purchase Agreement by and between the City of St. Charles and SMN Development, L.L.C.
- F. Motion to approve a Class E1 liquor license for St. Charles VFW, 119 N 3<sup>rd</sup> Street, St. Charles for an event being held on May 12, 2013.
- G. Motion to approve a Class E1 liquor license for St. Charles VFW, 119 N 3<sup>rd</sup> Street, St. Charles for an event being held on May 26, 2013.
- H. Motion to approve an **Ordinance** Amending Title 5 “Business License and Regulations,” Chapter 5.08 “Alcohol Beverages,” Section 5.08.110 “Number of Licenses” of the St. Charles Municipal Code
- I. Recommendation to approve a Class B2 liquor license for Limani Port of Greece to be located at 3755 E Main Street (formerly Odyssey II, Inc.).
- J. Recommendation to approve a **Resolution** authorizing and directing the Mayor and City Clerk to execute Extension of Employment Agreement with Mr. Brian Townsend.

## II. Old Business Committee Reports

### A. Government Operations

- \*1. Motion to accept and place on file minutes of the Government Operations Committee meeting held on April 15, 2013.
- \*2. Motion to approve bid (unit costs) from Meyer Material for all types of ready mix for FY13/14.
- \*3. Motion to waive bid procedure for Items 4, 5, 6, 7, 8, and 9.
- \*4. Motion to accept low quotes for asphalt from Allied Asphalt for four (4) mixes, Superior Asphalt for two (2) mixes, and Builders for one (1) mix for FY13/14.
- \*5. Motion to accept Federal Pacific’s pricing for purchase of switchgear for FY13/14.
- \*6. Motion to accept the low quotation from HD Supply for types of aluminum and copper cable ordered on an as needed basis throughout FY13/14.
- \*7. Motion to execute an agreement with Fountain Technologies, Ltd. for maintenance of 1<sup>st</sup> Street water features.
- \*8. Motion to approve ordering gasoline and diesel fuel per order on an as needed basis for FY13/14.
- \*9. Motion to allow spot buying of transformers on an as needed basis for FY13/14.
- \*10. Motion to purchase a new tow-behind Vermeer Stump Grinder and approve an **Ordinance** Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles.

- \*11. Motion to purchase a new 2013 Ford F-250 Pickup Truck with plow and an **Ordinance** Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles.
- \*12. Motion to approve an **Ordinance** Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles (various items).

**B. Government Services**

- \*1. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Plote Construction for the Annual 2013 Street Rehabilitation Program.
- \*2. Motion to approve an IDOT Resolution for Improvement by Municipality under the Illinois Highway Code for 2013 Street Rehabilitation Program.
- \*3. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Execute a Certain Agreement Parking Easement with BMO Harris Bank, N.A.
- \*4. Motion to approve fiscal commitment to the Ride in Kane Program for fiscal year 2013/14.
- \*5. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Novinium for Cable Injection Services.
- \*6. Motion to waive the bid procedure and approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Archon Construction for Directional Boring Services.
- \*7. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to PieperLine Line Construction for Overhead Reconstruction Projects.
- \*8. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Pedersen Company for Replacement of Retaining Walls along IL Rt. 64 between 7<sup>th</sup> Street and 10<sup>th</sup> Street.
- \*9. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Skyline Tree Service for Ash Tree Removal Services.
- \*10. Motion to waive the bid procedure and approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Skyline Tree Services for Tree Trimming and Stump Removal Services.
- 11. Motion to approve a **Resolution** Approving a Certificate of Appropriateness (2 E. Main Street – Municipal Center).
- 12. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Prairie Forge Group for the Municipal Building Exterior Improvements Project.
- \*13. Motion to waive bid procedure and approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Service Mechanical for HVAC Preventative Maintenance Inspection Services.
- \*14. Motion to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to DeMar Tree Service and Skyline Tree Service for Electric Line Tree Trimming Services.
- \*15. Motion to approve street closures for St. Charles Knights of Columbus Fall Classic 5K Run on October 5, 2013.

16. Motion to approve street closure for the Heritage Center Pig Roast on June 29, 2013.
17. Motion to approve a Class E2 Liquor License and use of amplification equipment for the Heritage Center Pig Roast on June 29, 2013.
- \*18. Motion to approve street closures for Annual Farmers Market June through October.
- \*19. Motion to approve an **Ordinance** Amending Title 13 “Public Utilities,” Chapter 13.08 “Electricity,” Section 13.08.298 “Power Cost Adjustment” of the St. Charles Municipal Code.
20. Motion to approve an **Ordinance** Amending Title 13 “Public Utilities,” Chapter 13.08 “Electricity,” (Rates) of the St. Charles Municipal Code.
21. Motion to approve an **Ordinance** Amending Title 13 “Public Utilities,” Chapter 13.16 “Water,” Section 13.16.190 “Net Charges for Property with Building Connected to System” of the St. Charles Municipal Code.
22. Motion to approve an **Ordinance** Amending Title 13 “Public Utilities,” Chapter 13.12 “Sewers,” Section 13.12.830 “Charges for Residential Users,” Section 13.12.840 “User Charges for Metered Water Consumption and Nonresidential Use” and Section 13.12.810 “Surcharge to Industrial Users for Discharge of Compatible Pollutants” of the St. Charles Municipal Code.
- \*23. Motion to accept and place on file minutes of the March 25, 2013 Government Services Committee meeting.

**C. Planning and Development**

- \*1. Motion to accept and place on file Plan Commission Resolution No. 7-2013 A Resolution Recommending Approval of Special Uses (Planned Unit Development, Restaurant, and Drive-Through Facility), PUD Preliminary Plan, and Final Plat of Subdivision at 1915 W. Main Street (McDonald’s).
- \*2. Motion to approve an **Ordinance** granting approval of Special Uses (Planned Unit Development, Restaurant, and Drive-Through Facility), PUD Preliminary Plan, and Final Plat of Subdivision (McDonald’s – 1915 W. Main Street).

**D. Additional Items from Mayor, Council, Staff, or Citizens**

**E. Adjournment**

**MINUTES FROM THE PUBLIC HEARING OF THE ST. CHARLES CITY  
COUNCIL  
HELD ON MONDAY, APRIL 15, 2013 – 6:55 P.M.  
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS  
2 E. MAIN STREET ST. CHARLES, IL 60174**

1. **Call To Order By Mayor Donald DeWitte At 6:55 P.M.**
2. **Roll Call.**  
**Present:** Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
**Absent:** None
3. **Public Hearing concerning passage of the Proposed Annual City Budget for Fiscal Year 2013/2014.**

**Mayor DeWitte**

This public hearing concerns the City's proposed budget for the Fiscal Year 2013-2014. In accordance with state statute a notice of this hearing was published in the Kane County Chronicle on April 4, 2013 and the budget was made available for public inspection as of that date. A presentation on the Fiscal Year 2013-2014 Budget will be given. Afterwards there will be an opportunity for public comment and City Council questions regarding the approval of the proposed budget.

**Chris Minick, Finance Director**

As mentioned the date of the hearing and the budget has been made available for the public. With this hearing we have done all things necessary to adopt the proposed budget for 2013/2014 FY for the City. There is a resolution up for vote for the City Council agenda. Mr. Minick presented the following information:

1. Agenda
  - A. Economic Trends
  - B. Highlights
  - C. Summary of All Funds
  - D. Summary of General Fund
    - i General Fund Revenue
    - ii General Fund Expenditures
  - E. Significant Operational Initiatives • Significant Capital Projects
  - F. Summary of Utility Funds
  - G. Next Steps
  - H. Questions/Comments
2. Economic Trends
  - A. • Generally Improving – but slowly:
    - i Income levels increasing
    - ii Sales increasing initially, then moderating

- iii Interest rates remain near historic lows
  - B. However problems remain:
    - i Property Values continuing to decline (5.8%) – “Jobless recovery”
    - ii State fiscal and pension woes
    - iii Interest rates remain near historic lows
    - iv Sequestration’s impact?
- 3. Maintaining strong fiscal position
  - i Live within our means
  - ii Maintain strong reserve levels
  - iii Positive, proactive reaction to changing conditions
  - iv Hold the line on taxes and fees
  - v Maintain programs and services
  - vi Complete long-anticipated capital projects
- 4. Highlights
  - A. General Fund budget is balanced
  - B. No new taxes proposed
  - C. No tax increases
  - D. Programs and services enhanced
  - E. No new positions budgeted
    - i 279.3 Full-Time Equivalentents (FTEs)
    - ii Reduction of 1.6 FTE from FY12-13
  - F. Reserves well in excess of 25% policy
- 5. Summary of all Funds (Excludes Transfers)
- 6. The General Fund by the Numbers
- 7. General Fund Revenues and Expenditures Fiscal Years 2006 – 2013
- 8. General Fund Revenues
- 9. General Fund Revenue Sources
- 10. General Fund Expenditures by Function
- 11. General Fund Expenditures by Type
- 12. Significant Operational Initiatives
  - A. Strategic Plan Update
  - B. Comprehensive Plan Update
  - C. “Shop St. Charles Challenge”
  - D. Fire Department Accreditation
  - E. Customer Service Training
  - F. Document Management System Enhancements
  - G. Mobile Speed Monitoring Device
- 13. Significant Capital Improvements
  - A. Municipal Center Improvements
  - B. Property acquisition, demolition and parking lot construction
  - C. Annual Street Resurfacing Program
  - D. Removal of Emerald Ash Borer Trees
  - E. Tyler Road Drainage Improvements
  - F. North 5th Avenue Water Main
  - G. Red Gate Road & North High School Traffic Signal
- 14. Utility Funds

15. Maintaining strong fiscal position
  - A. Live within our means
  - B. Maintain strong reserve levels
  - C. Positive, proactive reaction to changing conditions
  - D. Hold the line on taxes and fees
  - E. Maintain programs and services
  - F. Complete long-anticipated capital projects
16. Next Steps
  - A. Budget Approval Tonight
  - B. Presentation of Utility Rate Changes –
    - i April 22 - Government Services Committee
  - C. Fiscal Year Begins – May 1, 2013

**Alder. Carrignan**

Relative to the property tax you talked about a -5.8%, we are at the bottom of the EAV cycle I assume. We are seeing an increase in sales, housing prices rise. So it takes about three to four years for the economy to improve?

**Mr. Minick**

That is correct. The property value cycle typically lags true economic conditions by approximately three to four years.

**Alder. Carrignan**

I know we will talk about this next week with the enterprise funds, but I think the electrical reserve issue is significant and that we really need to pay attention to that and keep on that track of developing into sustainability. It is critical for our budget and affects the enterprise and general funds. We need to stay on that track.

**Alder. Bessner**

Regarding the EAV values and income tax levels going up and sales tax revenues going up are you seeing any trends whatsoever that we have hit the bottom and are moving in an upward direction. I see on your chart it wobbling back and forth along the line. I was wondering, in your opinion, if you see any trends we are getting out of it.

**Mr. Minick**

Definitely the sales tax trend is most the encouraging that I have seen. Having it go up 4% in a year, and that's what we are projecting – finishing with receipts about 4% higher than we have experienced during FY 11/12. That is the most positive in my opinion. As long as we can maintain that, we can keep moving forward with that, I think the rest of the items can come along with it. My way of thinking the economy all flows from the amount of sales tax revenue and the amount of purchasing that consumers tend to do. I think that helps build the economy as a whole.

**Alder. Bessner**

Regarding the SSI, I know you have done a great job in cutting over the last two, three, four years. Is there still room to go to be close trimming as much as we have?

**Mr. Minick**

I think there is always room to cut. It becomes a matter of what programs are we willing to cut and what service levels are we willing to reduce to visa vi the revenue levels and taking a look at that. The bottom line is we got options of both sides of the equation. There is certainly room to cut more expenditures. There is room we could look at revenue

enhancements. It becomes a matter of priorities and what service levels the Council would like to maintain. And how that all integrates into the budget. I would imagine we would take an approach, much like we went into the recession in '08/'09 timeframe. If you recall, we cut, but that is when the alcohol tax went into affect, we talked about an admission tax that we ultimately decided not to implement at that point in time. If we entered into a period, we would need to examine those items again. We would put everything back on the table and start talking through what service levels we want to maintain and how we go about financing them.

**Alder. Rogina**

This is an objective view, because I wasn't here, you did, when trouble hit us in '08, you did react to that, that staff reacted, the Mayor reacted and there should be no doubt in anyone's mind that the City reacted well and very responsibly at that time. Several people on this Council stepped forward, so kudos.

**Mr. Minick**

Thank you. The City Council deserves much of the credit by giving the guiding direction.

**Mayor DeWitte**

We could not have done it without you Chris.

**Mr. Minick**

It was a total team effort. The department heads identified those types of programs that could be reduced.

**Mayor DeWitte**

I couldn't agree more.

Written comments – None

Public Comment -- None

**4. Adjournment**

Motion By Stellato, seconded by Monken, to adjourn meeting

VOICE VOTE

UNANIMOUS

MOTION CARRIED

Meeting adjourned at 7:29 P.M.

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Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

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Nancy Garrison, City Clerk

**MINUTES FROM THE MEETING OF THE ST. CHARLES CITY COUNCIL  
HELD ON MONDAY, APRIL 15, 2013 – 7:00 P.M.  
CITY COUNCIL CHAMBERS, IN THE CITY COUNCIL CHAMBERS  
2 E. MAIN STREET ST. CHARLES, IL 60174**

1. **Call To Order By Mayor Donald DeWitte At 7:29 P.M.**
2. **Roll Call.**  
**Present:** Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
**Absent:** None
3. **Invocation Alder. Payleitner.**
4. **Pledge of Allegiance.**
5. **Motion by Martin, seconded by Krieger to approve the Omnibus Vote as presented.**  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED
- \*6. **Motion by Martin, seconded by Krieger to accept and place on file minutes of the Public Hearing (SSA 1A) held on April 1, 2013, minutes of the Public Hearing (SSA 1B) held on April 1, 2013, and minutes of the regular City Council meeting held on April 1, 2013.**  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED (Omnibus Vote)

**I. New Business**

- A1. Reverend Al Patton
  - Standing with me is Jennifer Biddle, the outgoing chair of the River Corridor Foundation. As you know Mr. Mayor, since you have been part of the presentation of the award, three years ago the River Corridor Foundation established a community award to thank and honor individuals for contributions to the development, preservation, and enhancement of Fox River corridor. The 2011 winners were the Bob Leonard Family; last year we had two recipients Vern and Sharon Oi and St. Charles Rotary. I am honored to announce that this year's recipient is Donald P. DeWitte.
  - Jennifer Biddle presented the Golden Turtle award to Mayor DeWitte. With respect, admiration and appreciation for all you have done personally and as the

Mayor to show your support of our efforts. I am so happy that you are receiving this award tonight. If it weren't for the City naming the Bob Leonard walkway after my Dad, while you were in the lead, I would not have been asked to be part of that planning committee for the walk a thon. It has been a pleasure to serve my community in that capacity. You have been more than generous with your time. You have been supportive of our project to improve the landscaping along the walkway. You have been available to answer questions and have been a great listener providing encouragement and advice. You will be missed. Thank you for all your service to the community. These are only a few examples of what you have accomplished as our leader.

- Mayor DeWitte said, It is an honor and a pleasure to receive this award. I have had the privilege of presenting this to the past winners. It has been privilege to do that. The differences are visible; you can see the improvements being made all along the river walk in St. Charles. It is because of the work of the River Corridor commission that our riverfront continues to get better and better.

A2. Motion by Monken, seconded by Carrignan to approve a proclamation declaring April 26, 2013 as Arbor Day in the City of St. Charles.

VOICE VOTE                      UNANIMOUS                      MOTION CARRIED

A3. Mayor read the proclamation proclaiming Take our Sons and Daughters to Work day on April 25, 2013.

B. Motion by Martin, seconded by Krieger to approve a **Resolution 2012-41** providing for the Adoption of the City of St. Charles Annual Budget for Fiscal Year 2013/2014.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0      ABSENT: 0

MOTION CARRIED

C. Motion by Carrignan, seconded by Monken to accept and place on file Plan Commission Resolution No. 10-2013 A Resolution Recommending Approval of a Final Plat of Subdivision (Lexington Club PUD).

ROLL CALL VOTE: AYE: Monken, Carrignan, Payleitner,  
Martin, Bessner, DeWitte

NAY: Stellato, Turner, Rogina, Krieger, Lewis      ABSENT: 0

MOTION CARRIED

D. Motion by Carrignan, seconded by Monken to approve an **Ordinance 2012-Z-10** Approving the Final Plat of Subdivision for Lexington Club PUD.

ROLL CALL VOTE: AYE: Monken, Carrignan, Payleitner,  
Martin, Bessner, DeWitte

NAY: Stellato, Turner, Rogina, Krieger, Lewis      ABSENT: 0

MOTION CARRIED

E. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-M-25** Authorizing the Purchase of Certain Property for Corporate Purposes by the City of St. Charles and Related Matters - 119 North Third Street.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED

## II. Committee Reports

### A. Government Operations

- \*1. Motion by Martin, seconded by Krieger to accept and place on file minutes of the Government Operations Committee meeting held on April 1, 2013.  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner,  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED (Omnibus Vote)
2. Motion by Turner, seconded by Rogina to approve a Class B6 liquor license for Volpe Restaurant to be located at 210 Cedar Street, St. Charles (former Isacco Kitchen).  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner,  
Rogina, Bessner, Lewis  
NAY: Martin, Krieger ABSENT: 0  
MOTION CARRIED
3. Motion by Turner, seconded by Rogina to approve a Class B2 liquor license for Macarena Tapas to be located at 1890 W Main Street, St. Charles (former Fat Rosie's Restaurant).  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Bessner, Lewis  
NAY: Martin, Krieger ABSENT: 0  
MOTION CARRIED
4. Motion by Krieger, seconded by Turner to approve a lane closure on Illinois Street Bridge for Ducky Derby Drop and use of amplification for a loudspeaker device.  
VOICE VOTE UNANIMOUS MOTION CARRIED
- Sandy Sheby, 40W810 Creek Wood Drive, Elgin, Illinois, with The St. Charles Noon Rotary Club.  
We are partnering with D303 to do the Ducky Derby. Part of the money that will be raised will go toward supporting the social and emotional health issues at both East and North high schools. The students will be selling ducks for \$5.00. There will be a booth at River Fest. The bridge will be closed 4:30 – 5:30. Drop will be at 5:00. The walking bridge is the finish line, which will be also closed.
- \*5. Motion by Martin, seconded by Krieger to approve a contract with Sentinel to complete the Telephone System Upgrade Project.  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0 ABSENT: 0  
MOTION CARRIED (Omnibus Vote)

### B. Government Services

None.

**C. Planning and Development**

1. Motion by Carrignan, seconded by Monken to approve a Class A1 liquor license for K-Square Express, Inc. d/b/a One Stop Liquors located at 1401 Prairie Street, St. Charles.  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Bessner  
NAY: Martin, Krieger, Lewis      ABSENT: 0  
MOTION CARRIED
  - Alder Rogina, just to review as to why we are issuing this license since that business is in place.
  - Mayor DeWitte said the ownership is changing. The previous owner must turn in his liquor license. The new owner must apply. This is for the new owner.
- \*2. Motion by Martin, seconded by Krieger to accept and place on file Corridor Improvement Commission Resolution No. 1-2013 A Resolution Recommending Approval of a Corridor Improvement Grant Application (116 State Avenue-Lou Little).  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0      ABSENT: 0  
MOTION CARRIED (Omnibus Vote)
- \*3. Motion by Martin, seconded by Krieger to approve a Corridor Improvement Agreement for 116 State Avenue (Lou Little).  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0      ABSENT: 0  
MOTION CARRIED (Omnibus Vote)
- \*4. Motion by Martin, seconded by Krieger to accept and place on file Corridor Improvement Commission Resolution No. 2-2013 A Resolution Recommending Approval of a Corridor Improvement Grant Application (108 S. Second Street-Doc Morgan).  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0      ABSENT: 0  
MOTION CARRIED (Omnibus Vote)
- \*5. Motion by Martin, seconded by Krieger to approve a Corridor Improvement Agreement for 108 S. Second Street (Doc Morgan).  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0      ABSENT: 0  
MOTION CARRIED (Omnibus Vote)
- \*6. Motion by Martin, seconded by Krieger to accept and place on file Corridor Improvement Commission Resolution No. 3-2013 A Resolution Recommending Approval of a Corridor Improvement Grant Application (203 Illinois Avenue-Wilson Travel).  
ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis  
NAY: 0      ABSENT: 0  
MOTION CARRIED (Omnibus Vote)

- \*7. Motion by Martin, seconded by Krieger to approve a Corridor Improvement Agreement for 203 Illinois Avenue (Wilson Travel).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*8. Motion by Martin, seconded by Krieger to accept and place on file Plan Commission Resolution No. 6-2013 A Resolution Recommending Approval of a Final Plat of Subdivision (Boulder Heights Subdivision-802 S. 5<sup>th</sup> Ave.).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*9. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-Z-11** Approving the Final Plat of Subdivision for Boulder Heights Subdivision (802 S. 5<sup>th</sup> Ave.)

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*10. Motion by Martin, seconded by Krieger to accept and place on file Plan Commission Resolution 9-2013 A Resolution Recommending Approval of an Amendment to Special Use for a Planned Unit Development and PUD Preliminary Plan – Tyler and Rt. 64 Business Park (St. Charles Chrysler, Jeep and Dodge).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*11. Motion by Martin, seconded by Krieger to approve an **Ordinance 2012-Z-12** Amending Ordinance 2004-Z-14, “An Ordinance Granting a Special Use as a Planned Unit Development (Tyler & Rt. 64 Business Park)” to reduce the required front yard setback and approve a revised PUD Preliminary Plan.

(St. Charles Chrysler, Jeep, and Dodge at 1611 E. Main Street).

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

- \*12. Motion by Martin, seconded by Krieger to accept and place on file minutes of the April 8, 2013 Planning & Development Committee meeting.

ROLL CALL VOTE: AYE: Stellato, Monken, Carrignan, Payleitner, Turner  
Rogina, Martin, Krieger, Bessner, Lewis

NAY: 0 ABSENT: 0

MOTION CARRIED (Omnibus Vote)

**D. Additional Items from Mayor, Council, Staff, or Citizens**

- David Amundson, 500 Cedar St. St. Charles Illinois.

- I bring this up tonight since we just gave the final approval for Lexington. And it is an issue with Lexington that I noticed a couple months ago, there was something about the structure of the TIF that bothered me from the beginning and it finally clicked when I did the math back in January. This all relates to a document they presented to D303 on May 26<sup>th</sup>, 2011. Which when D303 approved the amount for the TIF request that night, that then became the basis for all the conversations happening in the City here. They initially requested for \$5.25 million, D303 approved \$4.96 million. That was the opening bell for everything that followed from that point. The questions I have relate to the document they provided. There are inconsistencies that I cannot resolve. I welcome comments and criticisms from anyone including the applicant to see if they can help me resolve these questions that I have. But pretty plainly, the document they presented D303, they said, we are only asking for enough TIF assistance to cover the gap between a financially unviable project and a financially viable project. They stated specifically that they could earn 5.04%, they could make a profit, with zero TIF assistance. But they could not make enough for it to be viable. Because at 5.04% they can't recruit banks to back us, we can't get the loans we need. We need to cover the gap where we are and where we need to be for viability. They further said, normal market rates return 17% and 20%. But because this is a partnership, we are not going to ask you for 17% return on our money, we are going to ask you for exactly 12.75%. That's the amount of profit we think we need to achieve to make this a viable project. We are asking you to cover the gap. And that they said at the time in their presentation that \$5.25 million was what they needed to cover that gap. They never told D303 a budget for the project. So, it was take it on faith. If you apply basic math and you run the numbers, and back out and say here's the profit and here's the differential profit range. You end up with a budget of \$68 million dollars. Ok fine. The question then comes up, when they showed up a couple weeks later at the housing commission meeting. They said, the project budget is going to be between \$40-\$45 million. Ok. As it turns out, what was enshrined in our ordinance was \$43.9 million dollars. The TIF ordinance had a very specific project breakdown. The question and inconsistency that I cannot resolve is when you take budget and plug it back into we can make 5.04%. We need to be at 12.75% to be viable. A 5.04% profit on a \$43.9 million project yields a \$2.2 million dollar profit. That's with no assistance. A \$43.9 million project at the targeted 12.75% rate of return is a profit of \$5.6 million. That is a differential of \$3.4 million. Not that the \$5.25 million they were asking for. That is what I cannot resolve. There is a \$1.85 million difference with what they told us what they were aiming for and what they asked for. And everything that happened after that is moot. Because as the project was changed and modifications were made there TIF request went up and down all in response to where that starting bell was set at \$5.25 million. I am confused is what it comes down to. I can't resolve the differential between what they said they were going to ask us for and what they did ask us for. I don't know if we have any recourse. I would strongly urge the Council to investigate if what I am has credibility. Because I can't say this is a bad deal, because I don't know. There could be some factor that I am not aware of. And I would certainly encourage the applicant to stand up here and explain the math. I can't understand the discrepancy of the math. There's nearly \$2 million that I can't account for. I find that disturbing. I am encouraging investigation and questions to be asked. Thanks for your time.

- Mayor DeWitte, unless everyone from the staff would like to address Mr. Admunson's questions, I would suggest to direct those questions to the financial staff to see if they can help you work through the numbers.
- Brian Townsend said Mr. Amundson is correct about one thing. He did contact us several weeks ago with these allegations about rate of return and profit being earned on this project. At that time, what he was told was that the rate of return calculations needed to be rerun based on the changes that were made to the project as it approached completion. That was done, as you recall, very late in the project. Approximately four weeks ago, we did receive revised rate of return calculations from Lexington. And as a matter of fact, Finance Director Chris Minick, Economic Development Director Chris Aiston, and I met this afternoon to review those calculations to ensure we had no other comments or concerns before we put those calculations in the file and made an attempt to Mr. Amundson to share that information. Now the information is available. There are certain portions of that information that is considered proprietary and confidential. We are in the process right now, in fact Chris Aiston spoke with representatives of Lexington Club, to determine what information they thought would be appropriate to share and what information they wanted to maintain as confidential. I can state here this evening, that the rate of return of the project as approved, is less than 12.75%. It is less than 12.75%. We are more than willing to sit down with Mr. Amundson to discuss that issue. We can explain the numbers and how they were arrived at, hopefully we can move forward.

**E. Adjournment**

Motion By Carrignan, seconded by Monken, to adjourn meeting

VOICE VOTE

UNANIMOUS

MOTION CARRIED

Meeting adjourned at 7:56 P.M.

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Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

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Nancy Garrison, City Clerk

4/22/2013

**City of St. Charles  
EXPENDITURE APPROVAL LIST**

3/25/2013 - 4/5/2013

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
114	DG HARDWARE	71957	15.46	04/04/2013	53959/F	MISC HARDWARE
		71957	22.04	03/28/2013	53867/F	MISC HARDWARE
		71945	4.49	03/28/2013	53865	MISC HARDWARE
		71957	20.69	03/28/2013	53861/F	MISC HARDWARE
		<b>DG HARDWARE Total</b>		<b>62.68</b>		
128	HARDER HELSLEY ROCKFORD	75093	108.00	04/04/2013	R083474	INVENTORY ITEMS
		74937	61.22	03/28/2013	R083071	INVENTORY ITEMS
		<b>HARDER HELSLEY ROCKFORD Total</b>		<b>169.22</b>		
137	ASSOCIATION OF FINANCIAL		100.00	03/28/2013	042413	SEMINAR 4-24-13 GATLIN
		<b>ASSOCIATION OF FINANCIAL Total</b>		<b>100.00</b>		
139	AFLAC		103.24	04/05/2013	AHIC130405112639PW	AFLAC Hospital Intensive Care
			15.42	04/05/2013	ACAN130405112639HR	AFLAC Cancer Insurance
			27.89	04/05/2013	APAC130405112639FD	AFLAC Personal Accident
			181.28	04/05/2013	ACAN130405112639PD	AFLAC Cancer Insurance
			18.78	04/05/2013	APAC130405112639IS (	AFLAC Personal Accident
			24.92	04/05/2013	ACAN130405112639IS (	AFLAC Cancer Insurance
			36.30	04/05/2013	APAC130405112639FN	AFLAC Personal Accident
			8.10	04/05/2013	AHIC130405112639FN (	AFLAC Hospital Intensive Care
			21.46	04/05/2013	AVOL130405112639PW	AFLAC Voluntary Indemnity
			16.20	04/05/2013	AHIC130405112639PD (	AFLAC Hospital Intensive Care
			63.47	04/05/2013	ADIS130405112639PW	AFLAC Disability and STD
			81.36	04/05/2013	ASPE130405112639PW	AFLAC Specified Event (PRP)
			42.48	04/05/2013	AVOL130405112639FN	AFLAC Voluntary Indemnity
			8.10	04/05/2013	AHIC130405112639FD (	AFLAC Hospital Intensive Care
			136.94	04/05/2013	AVOL130405112639PD	AFLAC Voluntary Indemnity
			26.21	04/05/2013	ADIS130405112639FN (	AFLAC Disability and STD
			13.57	04/05/2013	ASPE130405112639FN	AFLAC Specified Event (PRP)
	163.33	04/05/2013	ADIS130405112639PD (	AFLAC Disability and STD		
	32.46	04/05/2013	ASPE130405112639PD	AFLAC Specified Event (PRP)		

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			25.20	04/05/2013	ADIS130405112639FD (	AFLAC Disability and STD
			36.18	04/05/2013	APAC130405112639PW	AFLAC Personal Accident
			154.67	04/05/2013	ACAN130405112639PW	AFLAC Cancer Insurance
			123.44	04/05/2013	APAC130405112639PD	AFLAC Personal Accident
	<b>AFLAC Total</b>		<b><u>1,361.00</u></b>			
<b>140</b>	<b>CINTAS CORPORATION NO 2</b>					
		71958	52.65	03/28/2013	F9400040315	FIRE EXT SVC
	<b>CINTAS CORPORATION NO 2 Total</b>		<b><u>52.65</u></b>			
<b>145</b>	<b>AIR ONE EQUIPMENT INC</b>					
		75000	1,614.70	04/04/2013	86543	MISC SUPPLIES
		75000	361.00	04/04/2013	86408	MISC SUPPLIES
	<b>AIR ONE EQUIPMENT INC Total</b>		<b><u>1,975.70</u></b>			
<b>149</b>	<b>ALARM DETECTION SYSTEMS INC</b>					
		75068	288.54	03/28/2013	SI-380037	SVC PW GARAGE 3-4-13
	<b>ALARM DETECTION SYSTEMS INC Total</b>		<b><u>288.54</u></b>			
<b>159</b>	<b>ALFRED BENESCH AND COMPANY</b>					
		75100	16,279.20	03/28/2013	60696	SVC 1-21 TO 3-03-13
		72908	5,397.60	04/04/2013	60698A	SVCS 11-12-12 TO 3-3-13
		68107	41,805.42	03/28/2013	60751	SVCS 1-21-13 TO 2-17-13
		73129	8,839.60	04/04/2013	60820	SVC 10-15-12 TO 3-3-13
	<b>ALFRED BENESCH AND COMPANY Total</b>		<b><u>72,321.82</u></b>			
<b>161</b>	<b>ARMY TRAIL TIRE &amp; SERVICE</b>					
		74977	2,295.20	03/28/2013	289913	INVENTORY ITEMS
		75155	274.49	04/04/2013	290264	INVENTORY ITEMS
	<b>ARMY TRAIL TIRE &amp; SERVICE Total</b>		<b><u>2,569.69</u></b>			
<b>177</b>	<b>AL PIEMONTE CADILLAC INC</b>					
		75166	300.00	04/04/2013	89171	WATER PUMP
		75071	220.80	04/04/2013	89055	VEH#1777 RO#47322
	<b>AL PIEMONTE CADILLAC INC Total</b>		<b><u>520.80</u></b>			
<b>220</b>	<b>NONDA ANDERSON</b>					
			148.64	04/04/2013	040313	PETTY CASH REIMBURSEMENT
	<b>NONDA ANDERSON Total</b>		<b><u>148.64</u></b>			
<b>236</b>	<b>APWA CHICAGO METRO CHAPTER</b>					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			30.00	04/04/2013	040913	MEMBERSHIP
	<b>APWA CHICAGO METRO CHAPTER Total</b>		<b>30.00</b>			
<b>250</b>	<b>ARCHON CONSTRUCTION CO</b>					
		74638	5,160.81	04/04/2013	13028	SVC 3845 STERN AVE
		74638	5,577.85	04/04/2013	13029	SVC 320 39TH AVE
	<b>ARCHON CONSTRUCTION CO Total</b>		<b>10,738.66</b>			
<b>272</b>	<b>ASK ENTERPRISES &amp; SON INC</b>					
		74938	77.40	04/04/2013	22443	INVENTORY ITEMS
		74725	233.82	04/04/2013	22444	INVENTORY ITEMS
		74832	577.80	04/04/2013	22442	INVENTORY ITEMS
		75006	199.50	04/04/2013	22440	INVENTORY ITEMS
		74938	644.85	03/28/2013	22435	INVENTORY ITEMS
		74955	280.00	03/28/2013	22433	INVENTORY ITEMS
		75006	107.70	04/04/2013	22445	INVENTORY ITEMS
	<b>ASK ENTERPRISES &amp; SON INC Total</b>		<b>2,121.07</b>			
<b>279</b>	<b>ATLAS CORP &amp; NOTARY SUPPLY CO</b>					
			39.00	04/04/2013	040113KM	K MUEHLFELT
	<b>ATLAS CORP &amp; NOTARY SUPPLY CO Total</b>		<b>39.00</b>			
<b>282</b>	<b>ASSOCIATED TECHNICAL SERV LTD</b>					
		71804	763.00	04/04/2013	23377	EMERGENCY CALLOUT
	<b>ASSOCIATED TECHNICAL SERV LTD Total</b>		<b>763.00</b>			
<b>285</b>	<b>AT&amp;T</b>					
			546.82	04/04/2013	8860040208	SVC 3-19 TO 4-18-13
	<b>AT&amp;T Total</b>		<b>546.82</b>			
<b>297</b>	<b>AV OVERHEAD DOOR</b>					
		75038	128.00	03/28/2013	22740	SVC FS#2
	<b>AV OVERHEAD DOOR Total</b>		<b>128.00</b>			
<b>298</b>	<b>AWARDS CONCEPTS</b>					
		71927	116.46	04/04/2013	10277730	T WHITTAKER
	<b>AWARDS CONCEPTS Total</b>		<b>116.46</b>			
<b>305</b>	<b>BADGER METER INC</b>					
		75009	177.06	03/28/2013	10629801	INVENTORY ITEMS
		75008	113.06	04/04/2013	10629501	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		74939	6,402.00	04/04/2013	10591402	INVENTORY ITEMS
		74939	2,764.48	03/28/2013	10591401	INVENTORY ITEMS
	<b>BADGER METER INC Total</b>		<b>9,456.60</b>			
<b>323</b>	<b>BATTERIES PLUS</b>					
		75097	25.98	04/04/2013	280-257216	LASER BATTERIES
	<b>BATTERIES PLUS Total</b>		<b>25.98</b>			
<b>338</b>	<b>AIRGAS NORTH CENTRAL</b>					
		75030	68.81	03/28/2013	9013606859	GAS REFILLS
		72367	163.15	04/04/2013	9013799823	NITROGEN
		75030	136.81	03/28/2013	9013606860	GAS REFILLS
	<b>AIRGAS NORTH CENTRAL Total</b>		<b>368.77</b>			
<b>348</b>	<b>ED BESSNER</b>					
			70.00	04/04/2013	040213	INTERNET FEB & MARCH 2013
	<b>ED BESSNER Total</b>		<b>70.00</b>			
<b>364</b>	<b>STATE STREET COLLISION</b>					
		75157	541.80	04/04/2013	7781	SVC SQUAD#25
	<b>STATE STREET COLLISION Total</b>		<b>541.80</b>			
<b>378</b>	<b>BONNELL INDUSTRIES INC</b>					
		75085	5,690.00	04/04/2013	0145628-IN	PLOW BLADE TRUCK #1996
		75034	166.02	03/28/2013	0145513-IN	SVC VEH#1874 RO#47263
	<b>BONNELL INDUSTRIES INC Total</b>		<b>5,856.02</b>			
<b>391</b>	<b>BREATHING AIR SYSTEMS DIVISON</b>					
		74974	822.10	03/28/2013	1030293-IN	SERVICE CALL 2-22-13
	<b>BREATHING AIR SYSTEMS DIVISON Total</b>		<b>822.10</b>			
<b>408</b>	<b>BUILDING &amp; FIRE CODE ACADEMY</b>					
			185.00	03/28/2013	48462	SEMINAR 3-27-13
	<b>BUILDING &amp; FIRE CODE ACADEMY Total</b>		<b>185.00</b>			
<b>446</b>	<b>CARGILL INC SALT DIVISION</b>					
		14	16,811.49	04/04/2013	2901054433	BULK SALT
		14	4,209.46	04/04/2013	2901055562	BULK SALT
	<b>CARGILL INC SALT DIVISION Total</b>		<b>21,020.95</b>			
<b>491</b>	<b>CHADS TOWING &amp; RECOVERY INC</b>					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		71962	100.00	04/04/2013	42718	TOWING
	<b>CHADS TOWING &amp; RECOVERY INC Total</b>		<b>100.00</b>			
<b>495</b>	<b>CHICAGO TITLE INSURANCE CO</b>					
		75158	1,250.00	04/04/2013	020131197	SMITH RD & RT64
	<b>CHICAGO TITLE INSURANCE CO Total</b>		<b>1,250.00</b>			
<b>517</b>	<b>CINTAS CORPORATION</b>					
		71907	29.59	04/04/2013	344572445	UNIFORM SERVICE
		71907	64.59	03/28/2013	344565211	UNIFORM SVC
		71907	29.59	04/04/2013	344568850	UNIFORM SVC
	<b>CINTAS CORPORATION Total</b>		<b>123.77</b>			
<b>530</b>	<b>CLEAN SWEEP ENVIRONMENTAL INC</b>					
		73987	2,590.00	03/28/2013	11397	SNOW REMOVAL 3-6-13
	<b>CLEAN SWEEP ENVIRONMENTAL INC Total</b>		<b>2,590.00</b>			
<b>561</b>	<b>COMBINED CHARITIES CAMPAIGN</b>					
			11.85	04/05/2013	CCCA130405112639ED	Combined Charities Campaign
			20.77	04/05/2013	CCCA130405112639PW	Combined Charities Campaign
			48.46	04/05/2013	CCCA130405112639PD	Combined Charities Campaign
			5.00	04/05/2013	CCCA130405112639IS	Combined Charities Campaign
			8.00	04/05/2013	CCCA130405112639HR	Combined Charities Campaign
			129.85	04/05/2013	CCCA130405112639FN	Combined Charities Campaign
			20.00	04/05/2013	CCCA130405112639FD	Combined Charities Campaign
	<b>COMBINED CHARITIES CAMPAIGN Total</b>		<b>243.93</b>			
<b>562</b>	<b>COMPLETE VENDING SERVICE INC</b>					
		72044	116.55	03/28/2013	13731	COFFEE SUPPLIES
		71828	562.72	04/04/2013	13732	COFFEE SUPPLIES
		72064	324.10	04/04/2013	13734	COFFEE SUPPLIES
	<b>COMPLETE VENDING SERVICE INC Total</b>		<b>1,003.37</b>			
<b>563</b>	<b>CDW GOVERNMENT INC</b>					
		74965	41,670.75	03/28/2013	Z578528	MS OFFICE LIC/AGRMNT YR 3
		74835	915.50	03/28/2013	Z672875	WEBSense LICENSE
	<b>CDW GOVERNMENT INC Total</b>		<b>42,586.25</b>			
<b>564</b>	<b>COMCAST OF CHICAGO INC</b>					
			9.95	04/04/2013	032513CH	SVC 4-7 TO 5-6-13
			12.78	04/04/2013	032713PW	SVC 4-7 TO 5-6-13

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	COMCAST OF CHICAGO INC Total		<u>22.73</u>			
642	CUSTOM WELDING & FAB INC					
		71915	142.45	04/04/2013	130054	V#2000 RO#47367
		71915	2,296.20	04/04/2013	130053	V#1797 RO#47361
	CUSTOM WELDING & FAB INC Total		<u>2,438.65</u>			
690	BENJAMIN DEVOL					
			21.30	04/04/2013	041113	PER DIEM 4-11-13
	BENJAMIN DEVOL Total		<u>21.30</u>			
699	THOMAS DIEHL					
			193.50	03/28/2013	031313	UNIFORM BALANCE
	THOMAS DIEHL Total		<u>193.50</u>			
721	DOC MORGAN INC					
		74780	110.10	04/04/2013	11064081	ARBOR DAY STEWARDSHIP AWAR
	DOC MORGAN INC Total		<u>110.10</u>			
725	DON MCCUE CHEVROLET					
		71910	336.00	04/04/2013	353519	SVC VEH#1870 RO#47293
	DON MCCUE CHEVROLET Total		<u>336.00</u>			
734	DPS EQUIPMENT SERVICES INC					
		74340	30,000.00	03/28/2013	12122A	REHAB EAST CLARIFIER PARTS
	DPS EQUIPMENT SERVICES INC Total		<u>30,000.00</u>			
739	DREISILKER ELECTRIC MOTORS INC					
		74405	3,581.50	03/28/2013	1854728	REPAIR PUMP
	DREISILKER ELECTRIC MOTORS INC Total		<u>3,581.50</u>			
750	DUKANE CONTRACT SERVICES					
		75108	64.98	04/04/2013	120952	CONSUME BACTERIA ENZYME
	DUKANE CONTRACT SERVICES Total		<u>64.98</u>			
767	EAGLE ENGRAVING INC					
		71973	79.20	04/04/2013	2013-732	PASSPORT SYSTEM COMPONENT
	EAGLE ENGRAVING INC Total		<u>79.20</u>			
776	HD SUPPLY WATERWORKS					
		75039	600.13	04/04/2013	6351787	PIPE CUTTER

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75010	504.00	04/04/2013	6330860	INVENTORY ITEMS
			-655.00	04/04/2013	6287446	RTRNS PO#'S 74654,74575,74498
	<b>HD SUPPLY WATERWORKS Total</b>		<b>449.13</b>			
<b>789</b>	<b>HD SUPPLY POWER SOLUTIONS LTD</b>					
		74940	659.40	03/28/2013	2220013-11	INVENTORY ITEMS
		74995	40,880.13	04/04/2013	2222800-00	INVENTORY ITEMS
		74940	494.55	04/04/2013	222013-01	INVENTORY ITEMS
		75124	1,153.95	04/04/2013	2236417-00	INVENTORY ITEMS
		74986	596.40	03/28/2013	2223916-00	INVENTORY ITEMS
	<b>HD SUPPLY POWER SOLUTIONS LTD Total</b>		<b>43,784.43</b>			
<b>790</b>	<b>ELGIN PAPER CO</b>					
		75125	319.15	04/04/2013	556276	INVENTORY ITEMS
		75011	138.69	03/28/2013	555898	INVENTORY ITEMS
	<b>ELGIN PAPER CO Total</b>		<b>457.84</b>			
<b>819</b>	<b>SOUTHERN IL UNIVERSITY SIUE</b>					
			15.00	03/28/2013	032513SH	CCC DEVICE INSPCTR RENEWAL
	<b>SOUTHERN IL UNIVERSITY SIUE Total</b>		<b>15.00</b>			
<b>820</b>	<b>ENVIRONMENTAL RESOURCE ASSOC</b>					
		74850	1,240.01	03/28/2013	679713	MISC SUPPLIES
	<b>ENVIRONMENTAL RESOURCE ASSOC Total</b>		<b>1,240.01</b>			
<b>825</b>	<b>EO SCHWEITZER MFG CO LLC</b>					
		75012	990.00	04/04/2013	1159-10611	INVENTORY ITEMS
	<b>EO SCHWEITZER MFG CO LLC Total</b>		<b>990.00</b>			
<b>859</b>	<b>FEECE OIL CO</b>					
		74982	49.10	03/28/2013	1273607	CONOCO MEGAFLOW HVI
	<b>FEECE OIL CO Total</b>		<b>49.10</b>			
<b>870</b>	<b>FIRE PENSION FUND</b>					
			15,589.86	04/05/2013	FRPN130405112639FD	Fire Pension
			676.65	04/05/2013	FRP2130405112639FD	Fire Pension Tier 2
			215.68	04/05/2013	FP1%130405112639FD	Fire Pension 1% Fee
	<b>FIRE PENSION FUND Total</b>		<b>16,482.19</b>			
<b>879</b>	<b>FIREGROUND SUPPLY INC</b>					
		75118	1,124.90	04/04/2013	10822	UNIFORMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	FIREGROUND SUPPLY INC Total		<u>1,124.90</u>			
885	THE FITNESS CONNECTION CO	75076	175.00	04/04/2013	16110	PREV MAINT
	THE FITNESS CONNECTION CO Total		<u>175.00</u>			
906	FORESTRY SUPPLIES	75049	252.08	04/04/2013	436436-00	LED LIGHT BAR
	FORESTRY SUPPLIES Total		<u>252.08</u>			
908	FOSTER COACH SALES INC	75094	50.69	04/04/2013	10030	V#1946 RO#47335
			-100.80	03/28/2013	9048	CREDIT INVOICE 9943
		75026	382.83	03/28/2013	9943	MED 153 VEH 1946
	FOSTER COACH SALES INC Total		<u>332.72</u>			
928	FRANKS EMPLOYMENT INC	73825	1,022.83	04/04/2013	82717	SVC 3-18 TO 3-22-13
		73825	1,216.82	03/28/2013	82657	SVC 3-4 TO 3-8-13
		73825	1,128.64	04/04/2013	82688	SVC 3-11 TO 3-15-13
	FRANKS EMPLOYMENT INC Total		<u>3,368.29</u>			
932	CIT	71911	247.50	03/28/2013	1613016	SVC #1793
		75127	289.48	04/04/2013	16087014	INVENTORY ITEMS
		71911	179.95	04/04/2013	16086255	RO# 47332
		71911	27.29	04/04/2013	16086789	V#1881 RO#47381
		71911	165.74	04/04/2013	16086655	V#1881 RO#47381
	CIT Total		<u>909.96</u>			
935	DOWNTOWN ST CHARLES	74918	5,000.00	04/04/2013	3632	PRESENTING SPONSOR FEE
	DOWNTOWN ST CHARLES Total		<u>5,000.00</u>			
944	GALLS AN ARAMARK COMPANY	75128	527.96	04/04/2013	000491151	INVENTORY ITEMS
	GALLS AN ARAMARK COMPANY Total		<u>527.96</u>			
956	CITY OF GENEVA		132,284.98	04/04/2013	11928	1ST QTR TRI COM FY 12/13

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	CITY OF GENEVA Total		<u>132,284.98</u>			
986	GOODYS		23.65	04/04/2013	032813	OT MEALS SNOWPLOWING /WATE
	GOODYS Total		<u>23.65</u>			
989	GORDON FLESCH CO INC		1,825.10	04/04/2013	IN10312386	SVC 3-1 TO 3-31-13
	GORDON FLESCH CO INC Total		<u>1,825.10</u>			
999	MICHAEL J GRANDT		207.73	03/28/2013	031913	CLOTHING ALLOWANCE
	MICHAEL J GRANDT Total		<u>207.73</u>			
1006	ST CHARLES CONVENTION		43,875.00	04/04/2013	VCCGRE0213	HOTEL TAX FEBRUARY 2013
	ST CHARLES CONVENTION Total		<u>43,875.00</u>			
1036	HARRIS BANK NA		1,320.00	04/05/2013	UNF 130405112639FD (	Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,320.00</u>			
1104	HOVING PIT STOP INC					
		72053	130.00	04/04/2013	64698	SVC 2-22 TO 3-21-13
		74211	80.00	04/04/2013	64699	SVC 2-22 TO 3-21-13
	HOVING PIT STOP INC Total		<u>210.00</u>			
1106	HSBC BUSINESS SOLUTIONS					
		75214	381.08	04/04/2013	308746917000	MISC SNACKS FIRE DEPT
		75130	39.96	03/28/2013	308441457000	INVENTORY ITEMS
		75080	8.99	03/28/2013	308441457000A	COFFEE SUPPLIES
	HSBC BUSINESS SOLUTIONS Total		<u>430.03</u>			
1129	ILLINOIS ASSOC OF HISTORIC		50.00	03/28/2013	032013	MEMBERSHIP RENEWAL
	ILLINOIS ASSOC OF HISTORIC Total		<u>50.00</u>			
1133	IBEW LOCAL 196					
			505.41	04/05/2013	UNEW130405112639PW	Union Due - IBEW - percent
			145.39	04/05/2013	UNE 130405112639PW	Union Due - IBEW

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	IBEW LOCAL 196 Total		<u>650.80</u>			
1136	ICMA RETIREMENT CORP					
			366.66	04/05/2013	C401130322113558IS 0	401A Savings Plan Company
			341.09	04/05/2013	E401130322113558FD (	401A Savings Plan Employee
			366.66	04/05/2013	E401130405112639IS 0	401A Savings Plan Employee
			150.00	04/05/2013	ICMA130405112639ED (	ICMA Deductions - Dollar Amt
			601.67	04/05/2013	ICMP130322113558IS 0	ICMA Deductions - Percent
			292.30	04/05/2013	ROTH130322113558HR	Roth IRA Deduction
			10.00	04/05/2013	RTHA130405112639CD	Roth 457 - Dollar Amount
			594.98	04/05/2013	C401130322113558PD (	401A Savings Plan Company
			532.50	04/05/2013	E401130322113558FN (	401A Savings Plan Employee
			594.98	04/05/2013	E401130405112639PD (	401A Savings Plan Employee
			2,128.84	04/05/2013	ICMA130405112639FD (	ICMA Deductions - Dollar Amt
			960.81	04/05/2013	ICMP130322113558PD (	ICMA Deductions - Percent
			250.00	04/05/2013	ROTH130322113558PD	Roth IRA Deduction
			50.00	04/05/2013	RTHA130405112639FD	Roth 457 - Dollar Amount
			219.16	04/05/2013	C401130322113558HR (	401A Savings Plan Company
			679.53	04/05/2013	C401130405112639PW	401A Savings Plan Company
			133.83	04/05/2013	E401130322113558ED (	401A Savings Plan Employee
			219.16	04/05/2013	E401130405112639HR (	401A Savings Plan Employee
			1,035.00	04/05/2013	ICMA130405112639CD	ICMA Deductions - Dollar Amt
			655.45	04/05/2013	ICMP130322113558FN (	ICMA Deductions - Percent
			125.00	04/05/2013	ROTH130322113558FD	Roth IRA Deduction
			1,326.92	04/05/2013	RTHA130322113558PW	Roth 457 - Dollar Amount
			376.56	04/05/2013	E401130322113558CD (	401A Savings Plan Employee
			532.50	04/05/2013	E401130405112639FN (	401A Savings Plan Employee
			5,308.47	04/05/2013	ICMA130322113558PW	ICMA Deductions - Dollar Amt
			1,221.83	04/05/2013	ICMP130322113558FD (	ICMA Deductions - Percent
			1,016.77	04/05/2013	ICMP130405112639PW	ICMA Deductions - Percent
			1,325.94	04/05/2013	RTHA130322113558IS (	Roth 457 - Dollar Amount
			504.53	04/05/2013	C401130322113558FN (	401A Savings Plan Company
			594.98	04/05/2013	C401130405112639PD (	401A Savings Plan Company
			1,134.80	04/05/2013	040513	ICMA PLAN 109830
			147.32	04/05/2013	C401130405112639CA (	401A Savings Plan Company
			366.66	04/05/2013	E401130322113558IS 0	401A Savings Plan Employee
			1,035.00	04/05/2013	ICMA130322113558CD	ICMA Deductions - Dollar Amt
			770.00	04/05/2013	ICMA130405112639HR	ICMA Deductions - Dollar Amt
			446.45	04/05/2013	ICMP130405112639CA (	ICMA Deductions - Percent

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			125.00	04/05/2013	ROTH130405112639FD	Roth IRA Deduction
			1,325.94	04/05/2013	RTHA130405112639IS (	Roth 457 - Dollar Amount
			1,134.80	04/01/2013	032213	
			679.54	04/05/2013	C401130322113558PW	401A Savings Plan Company
			219.16	04/05/2013	E401130322113558HR (	401A Savings Plan Employee
			651.57	04/05/2013	E401130405112639PW	401A Savings Plan Employee
			1,273.08	04/05/2013	ICMA130405112639FN (	ICMA Deductions - Dollar Amt
			1,141.31	04/05/2013	ICMP130322113558PW	ICMA Deductions - Percent
			668.67	04/05/2013	ROTH130322113558PW	Roth IRA Deduction
			60.00	04/05/2013	RTHA130405112639HR	Roth 457 - Dollar Amount
			114.92	04/05/2013	A4PC130322113558PD	401 A employee deduction - %
			376.56	04/05/2013	C401130405112639CD (	401A Savings Plan Company
			594.98	04/05/2013	E401130322113558PD (	401A Savings Plan Employee
			150.00	04/05/2013	ICMA130322113558ED (	ICMA Deductions - Dollar Amt
			750.00	04/05/2013	ICMA130405112639IS 0	ICMA Deductions - Dollar Amt
			234.83	04/05/2013	ICMP130405112639CD	ICMA Deductions - Percent
			292.30	04/05/2013	ROTH130405112639HR	Roth IRA Deduction
			1,326.92	04/05/2013	RTHA130405112639PW	Roth 457 - Dollar Amount
			651.57	04/05/2013	E401130322113558PW	401A Savings Plan Employee
			2,128.84	04/05/2013	ICMA130322113558FD (	ICMA Deductions - Dollar Amt
			8,283.69	04/05/2013	ICMA130405112639PD (	ICMA Deductions - Dollar Amt
			109.97	04/05/2013	ICMP130405112639ED (	ICMA Deductions - Percent
			250.00	04/05/2013	ROTH130405112639PD	Roth IRA Deduction
			114.92	04/05/2013	A4PC130405112639PD	401 A employee deduction - %
			133.83	04/05/2013	C401130405112639ED (	401A Savings Plan Company
			376.56	04/05/2013	E401130405112639CD (	401A Savings Plan Employee
			770.00	04/05/2013	ICMA130322113558HR	ICMA Deductions - Dollar Amt
			448.10	04/05/2013	ICMP130322113558CA (	ICMA Deductions - Percent
			659.53	04/05/2013	ICMP130405112639FN (	ICMA Deductions - Percent
			10.00	04/05/2013	RTHA130322113558CD	Roth 457 - Dollar Amount
			376.56	04/05/2013	C401130322113558CD (	401A Savings Plan Company
			504.54	04/05/2013	C401130405112639FN (	401A Savings Plan Company
			147.32	04/05/2013	E401130405112639CA (	401A Savings Plan Employee
			1,273.08	04/05/2013	ICMA130322113558FN (	ICMA Deductions - Dollar Amt
			5,283.47	04/05/2013	ICMA130405112639PW	ICMA Deductions - Dollar Amt
			1,435.30	04/05/2013	ICMP130405112639FD (	ICMA Deductions - Percent
			733.67	04/05/2013	ROTH130405112639PW	Roth IRA Deduction
			147.32	04/05/2013	C401130322113558CA (	401A Savings Plan Company
			341.09	04/05/2013	C401130405112639FD (	401A Savings Plan Company

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			341.09	04/05/2013	C401130322113558FD (	401A Savings Plan Company
			366.66	04/05/2013	C401130405112639IS 0	401A Savings Plan Company
			147.32	04/05/2013	E401130322113558CA (	401A Savings Plan Employee
			341.09	04/05/2013	E401130405112639FD (	401A Savings Plan Employee
			8,283.69	04/05/2013	ICMA130322113558PD (	ICMA Deductions - Dollar Amt
			109.97	04/05/2013	ICMP130322113558ED (	ICMA Deductions - Percent
			1,015.05	04/05/2013	ICMP130405112639PD (	ICMA Deductions - Percent
			60.00	04/05/2013	RTHA130322113558HR	Roth 457 - Dollar Amount
			133.83	04/05/2013	E401130405112639ED (	401A Savings Plan Employee
			750.00	04/05/2013	ICMA130322113558IS 0	ICMA Deductions - Dollar Amt
			215.31	04/05/2013	ICMP130322113558CD	ICMA Deductions - Percent
			601.67	04/05/2013	ICMP130405112639IS 0	ICMA Deductions - Percent
			50.00	04/05/2013	RTHA130322113558FD	Roth 457 - Dollar Amount
			133.83	04/05/2013	C401130322113558ED (	401A Savings Plan Company
			219.16	04/05/2013	C401130405112639HR (	401A Savings Plan Company
	<b>ICMA RETIREMENT CORP Total</b>		<b><u>74,483.96</u></b>			
<b>1156</b>	<b>ILLINOIS GIS ASSOCIATION</b>					
			175.00	04/04/2013	041713	SPRING CONF REGISTRATION
	<b>ILLINOIS GIS ASSOCIATION Total</b>		<b><u>175.00</u></b>			
<b>1168</b>	<b>IL FIRE INSPECTORS ASSOC</b>					
			500.00	04/04/2013	15064	NFPA CLASS 4-5 TO 4-26
	<b>IL FIRE INSPECTORS ASSOC Total</b>		<b><u>500.00</u></b>			
<b>1171</b>	<b>ILLINOIS STATE POLICE</b>					
			474.50	04/04/2013	041313	LIQUOR LICENSE
	<b>ILLINOIS STATE POLICE Total</b>		<b><u>474.50</u></b>			
<b>1185</b>	<b>ILLINOIS MUNICIPAL LEAGUE</b>					
		75182	1,840.00	03/28/2013	012913	MEMBERSHIP JAN 2013 - DEC 2014
	<b>ILLINOIS MUNICIPAL LEAGUE Total</b>		<b><u>1,840.00</u></b>			
<b>1205</b>	<b>ILSROA</b>					
			300.00	04/04/2013	061913	CONFERENCE JUNE 2013
	<b>ILSROA Total</b>		<b><u>300.00</u></b>			
<b>1214</b>	<b>IMS INFRASTRUCTURE MGMT</b>					
		74322	6,659.40	04/04/2013	12412-2	2012 PVMNT MGMNT PROGRAM
	<b>IMS INFRASTRUCTURE MGMT Total</b>		<b><u>6,659.40</u></b>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1223	INITIAL IMPRESSIONS EMBROIDERY	71965	285.00	04/04/2013	M46610	UNIFORMS
	INITIAL IMPRESSIONS EMBROIDERY Total		<u>285.00</u>			
1225	INSIGHT PUBLIC SECTOR	74996	147.19	03/28/2013	1100304208	BATTERY CARTRIDGE
		74997	31.14	03/28/2013	110030412	PRINTER RIBBON
		75114	156.26	04/04/2013	1100305975	POWER SUPPLY
		75131	127.20	04/04/2013	1100306123	SWIVEL FLASH DRIVE
		75105	50.93	04/04/2013	1100305748	WEB CAMERA
		75081	361.44	04/04/2013	1100305746	COMPUTER SUPPLIES
		75167	76.04	04/04/2013	1100306649	NOTEBOOK BATTERY
	INSIGHT PUBLIC SECTOR Total		<u>950.20</u>			
1240	INTERSTATE BATTERY SYSTEM OF	75063	103.95	04/04/2013	60201435	INVENTORY ITEMS
		74904	99.98	04/04/2013	60201437	18V BATTERIES
	INTERSTATE BATTERY SYSTEM OF Total		<u>203.93</u>			
1312	KALE UNIFORMS	71966	102.00	04/04/2013	834361	UNIFORMS
		71966	168.00	03/28/2013	831228	UNIFORMS
	KALE UNIFORMS Total		<u>270.00</u>			
1313	KANE COUNTY RECORDERS OFFICE		33.00	04/04/2013	288957	AGREEMENT RECORDING FEE
	KANE COUNTY RECORDERS OFFICE Total		<u>33.00</u>			
1366	DAVID L KINTZ		21.30	04/04/2013	041113	PER DIEM 4-11-13
	DAVID L KINTZ Total		<u>21.30</u>			
1387	KONICA MINOLTA BUS SOLUTIONS	72610	380.24	04/04/2013	224017511	SVC 2-12 TO 3-7-13
	KONICA MINOLTA BUS SOLUTIONS Total		<u>380.24</u>			
1403	WEST VALLEY GRAPHICS & PRINT	72051	331.00	04/04/2013	8595	ANNUAL REPORT BOOKLETS
		72051	546.65	04/04/2013	8628	BOOKING FEE FORMS/ENVELOPE!
	WEST VALLEY GRAPHICS & PRINT Total		<u>877.65</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1450	LEE JENSEN SALES CO INC	72368	70.50	03/28/2013	126984	ALARM CHECK GAS
	LEE JENSEN SALES CO INC Total		<u>70.50</u>			
1463	LINA	72167	8,346.88	03/28/2013	033113	SVC MARCH 2013
	LINA Total		<u>8,346.88</u>			
1464	ELECTRICAL RESOURCE MGMT INC	74874	3,000.00	04/04/2013	33580	INVENTORY ITEMS
	ELECTRICAL RESOURCE MGMT INC Total		<u>3,000.00</u>			
1489	LOWES	71955	13.25	04/04/2013	02698A	MISC HARDWARE
		75119	360.81	04/04/2013	02063A	INVENTORY ITEMS
		75029	172.62	04/04/2013	997019	INVENTORY ITEMS
		72153	34.72	03/28/2013	10865	MISC SUPPLIES
		72153	3.42	03/28/2013	02510A	MISC SUPPLIES
		74935	44.24	04/04/2013	02062B	INVENTORY ITEMS
		71956	296.00	04/04/2013	02222	MISC HARDWARE
		72153	29.84	03/28/2013	02152D	MISC SUPPLIES
		71955	189.05	04/04/2013	97293	RANGE HOOD 3-28-13
		71955	36.00	04/04/2013	10350	MISC HARDWARE
		71955	94.87	04/04/2013	02383A	MISC HARDWARE
		75119	267.12	04/04/2013	01035	INVENTORY ITEMS
		72153	45.48	03/28/2013	09954	MISC SUPPLIES
		71955	189.72	04/04/2013	02949	SUPPLIES FOR GEORGES
		74971	140.60	03/28/2013	02966	8' STEP LADDER
		71955	5.65	04/04/2013	02900B	A/P LOW DUST COMP
		71955	3.11	04/04/2013	02748	MISC HARDWARE
		72153	41.64	04/04/2013	02315C	MISC HARDWARE
	LOWES Total		<u>1,968.14</u>			
1525	JIM MARTIN		35.00	04/04/2013	040213	INTERNET MARCH 2013
	JIM MARTIN Total		<u>35.00</u>			
1532	MARSHALLS TOWING & RECOVERY		1,215.00	04/04/2013	17782	TOWING SERVICES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	MARSHALLS TOWING & RECOVERY Total		<u>1,215.00</u>			
1547	TED MASINICK		108.11	03/28/2013	032213	SAFTETY SHOE BALANCE
	TED MASINICK Total		<u>108.11</u>			
1552	DANIEL MASSA		233.16	04/04/2013	033013	UNIFORM ALLOWANCE
	DANIEL MASSA Total		<u>233.16</u>			
1559	MAURINE PATTEN ED D	71936	1,750.00	04/04/2013	032913	SVC MARCH 2013
	MAURINE PATTEN ED D Total		<u>1,750.00</u>			
1582	MCMASTER CARR SUPPLY CO					
		75041	427.77	04/04/2013	47957654	STEEL SCREWS AND NUTS
		75064	103.86	04/04/2013	48050266	SCREWS AND STEEL NUTS
		75044	96.64	04/04/2013	47957653	FAN FILTERS
		74866	47.88	03/28/2013	46717199	SELF LUBE BRONZE BALL JOINT
	MCMASTER CARR SUPPLY CO Total		<u>676.15</u>			
1590	MEDICAL SCREENING SERVICES INC		99.00	03/28/2013	0287658-IN	SVC 3-15-13 TO 4-14-13
	MEDICAL SCREENING SERVICES INC Total		<u>99.00</u>			
1598	MENARDS INC	71974	408.00	04/04/2013	18992	MISC SUPPLIES
	MENARDS INC Total		<u>408.00</u>			
1600	MENDEL PLUMBING & HEATING INC					
		75172	1,571.50	04/04/2013	W88563	SVC PW BUILDING
		75077	212.50	03/28/2013	W88293	WATER HEATER REPAIR AT PD
	MENDEL PLUMBING & HEATING INC Total		<u>1,784.00</u>			
1603	METRO WEST COG		58.00	04/04/2013	1272	BOARD MEETINGS
	METRO WEST COG Total		<u>58.00</u>			
1607	USA MOBILITY SYSTEMS APP DIV		4.08	04/04/2013	W1601839C	BALANCE - CREDIT APPLIED

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO. NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	USA MOBILITY SYSTEMS APP DIV Total		<u>4.08</u>			
1613	METROPOLITAN ALLIANCE OF POL					
			99.00	04/05/2013	UNPS130405112639PD	Union Dues-Police Sergeants
			880.00	04/05/2013	UNP 130405112639PD (	Union Dues - IMAP
	METROPOLITAN ALLIANCE OF POL Total		<u>979.00</u>			
1614	MEYER MATERIAL					
		72348	721.87	04/04/2013	704059140	CONCRETE
		72348	768.00	03/28/2013	704052097	CONCRETE
		72348	720.00	03/28/2013	704052098	CONCRETE
		72348	720.00	04/04/2013	704059139	CONCRETE
	MEYER MATERIAL Total		<u>2,929.87</u>			
1616	MHC SOFTWARE INC					
		75082	1,636.79	04/04/2013	0107046	LASER CHECKS/ENVELOPES
	MHC SOFTWARE INC Total		<u>1,636.79</u>			
1651	MNJ TECHNOLOGIES DIRECT INC					
		75089	259.38	04/04/2013	0003240499	VIDEO CARD
		75089	2,951.22	04/04/2013	0003240561	WORKSTATION
		74620	77.61	04/04/2013	0003241269	KEYBOARD MOUNTING KIT & MOU
		75162	1,070.20	04/04/2013	0003241078	WORKSTATION & GRAPHIC CARD
	MNJ TECHNOLOGIES DIRECT INC Total		<u>4,358.41</u>			
1655	MONROE TRUCK EQUIPMENT					
		74942	1,041.78	03/28/2013	5237395	PLOW CURB SHOES
		74914	212.05	04/04/2013	5236964	NOZZLES AND CLAMPS
		74983	2,963.18	03/28/2013	5237725	PLOW BLADES
	MONROE TRUCK EQUIPMENT Total		<u>4,217.01</u>			
1668	FERGUSON ENTERPRISES INC					
		75133	88.80	04/04/2013	1850172	INVENTORY ITEMS
		75013	236.03	03/28/2013	1849154	INVENTORY ITEMS
		74943	174.40	03/28/2013	1848660	INVENTORY ITEMS
	FERGUSON ENTERPRISES INC Total		<u>499.23</u>			
1669	MOTOROLA INC					
		75165	53.84	04/04/2013	91244788	UNITY GAIN ANTENNA
	MOTOROLA INC Total		<u>53.84</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1686	NAPA AUTO PARTS	71903	197.72	04/04/2013	388402	V#1872 RO#47343
			-35.28	04/04/2013	388426	CORE DEPOSIT IN#388402
			59.54	04/04/2013	389327	ITEMS TO BE RETURNED
			-59.54	04/04/2013	389466	CREDIT IN#389327
			<b>162.44</b>			
	<b>NAPA AUTO PARTS Total</b>					
1704	NCPERS IL IMRF		8.00	04/05/2013	NCP2130405112639PD	NCPERS 2
			24.00	04/05/2013	NCP2130405112639PW	NCPERS 2
			<b>32.00</b>			
	<b>NCPERS IL IMRF Total</b>					
1709	NEOPOST INC	73126	196.14	04/04/2013	49865955	SVC 4-17 TO 5-13-13
			<b>196.14</b>			
	<b>NEOPOST INC Total</b>					
1711	NESTLE WATERS NORTH AMERICA		27.98	03/28/2013	3C0123426934	WATER DELIVERY
			31.79	03/28/2013	3C0122078769	WATER DELIVERY
			88.84	03/28/2013	3C0122067317	WATER DELIVERY
			13.54	04/04/2013	3C0122067622	WATER DELIVERY
			1.98	03/28/2013	3C0122078553	EQUIPMENT RENTAL
			1.98	03/28/2013	3C0122078694	EQUIPMENT RENTAL
			5.78	03/28/2013	3C0122078116	WATER DELIVERY
			48.22	03/28/2013	3C0122069412	WATER DELIVERY
			23.28	03/28/2013	3C0122069388	WATER DELIVERY
			13.54	03/28/2013	3C0122068299	WATER DELIVERY
			27.99	03/28/2013	3C0122067879	WATER DELIVERY
			36.66	03/28/2013	3C0122067713	WATER DELIVERY
			<b>321.58</b>			
				<b>NESTLE WATERS NORTH AMERICA Total</b>		
1712	NET FACILITIES INC		5,259.00	03/28/2013	2619	LICENSE RENEWAL 13/14
			<b>5,259.00</b>			
	<b>NET FACILITIES INC Total</b>					
1745	NICOR		109.53	03/28/2013	9676 7 MAR 20 2013	SVC 2-19- TO 3-20-13
			325.71	03/28/2013	1000 4 MAR 21 2013	SVC 2-19 TO 3-21-13
			6,720.36	04/04/2013	1000 7 MAR 21 2013	SVC 2-20 TO 3-21-13
			273.60	03/28/2013	1829 0 MAR 21 2013	SVC 2-19 TO 3-21-13

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			107.26	04/04/2013	1000 9 MAR 28 2013	SVC 2-27 TO 3-28-13
			78.10	03/28/2013	9226 2 MAR 21 2013	SVC 1-18 TO 3-21-13
			2,690.62	03/28/2013	7652 0 MAR 21 2013	SVC 2-19 TO 3-21-13
			33.95	03/28/2013	4606 2 MAR 21 2013	SVC 2-19 TO 3-21-13
			52.14	03/28/2013	7497 2 MAR 20 2013	SVC 2-21 TO 3-20-13
	<b>NICOR Total</b>		<b><u>10,391.27</u></b>			
<b>1747</b>	<b>NORTH AMERICAN SALT</b>					
		74915	2,847.87	03/28/2013	70956438	ROCK SALT
	<b>NORTH AMERICAN SALT Total</b>		<b><u>2,847.87</u></b>			
<b>1772</b>	<b>OHALLORAN KOSOFF GEITNER &amp;</b>					
			2,432.16	03/28/2013	91407	H AMBROSE LIABILITY CLAIM
			2,250.89	03/28/2013	032713	S DEFALCO
	<b>OHALLORAN KOSOFF GEITNER &amp; Total</b>		<b><u>4,683.05</u></b>			
<b>1775</b>	<b>RAY O'HERRON CO</b>					
		71968	607.98	03/28/2013	1307010-IN	UNIFORMS
	<b>RAY O'HERRON CO Total</b>		<b><u>607.98</u></b>			
<b>1793</b>	<b>OTIS ELEVATOR CO</b>					
		74305	1,315.02	04/04/2013	CY05303413	SERVICE CONTRACT APR-JUNE 20
	<b>OTIS ELEVATOR CO Total</b>		<b><u>1,315.02</u></b>			
<b>1808</b>	<b>PARAGON MICRO INC</b>					
		74902	126.38	04/04/2013	179384	DOCKING STATION
	<b>PARAGON MICRO INC Total</b>		<b><u>126.38</u></b>			
<b>1814</b>	<b>PATTEN INDUSTRIES INC</b>					
		71912	29.85	03/28/2013	P50C0811332	V#1788 RO#47321
	<b>PATTEN INDUSTRIES INC Total</b>		<b><u>29.85</u></b>			
<b>1861</b>	<b>POLICE PENSION FUND</b>					
			874.72	04/05/2013	PLP2130405112639PD	Police Pension Tier 2
			16,157.90	04/05/2013	PLPN130405112639PD	Police Pension
	<b>POLICE PENSION FUND Total</b>		<b><u>17,032.62</u></b>			
<b>1864</b>	<b>POLYDYNE INC</b>					
		74959	10,580.00	03/28/2013	788861	CLARIFLOC
	<b>POLYDYNE INC Total</b>		<b><u>10,580.00</u></b>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1890	LEGAL SHIELD		43.70	04/05/2013	PPLS130405112639FD	Pre-Paid Legal Services
			7.36	04/05/2013	PPLS130405112639CD	Pre-Paid Legal Services
			145.33	04/05/2013	PPLS130405112639PD	Pre-Paid Legal Services
	LEGAL SHIELD Total		<u>196.39</u>			
1900	PROVIDENT LIFE & ACCIDENT		26.76	04/05/2013	POPT130405112639FD	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		<u>26.76</u>			
1940	RADCO COMMUNICATIONS INC	71825	187.10	03/28/2013	78776	SVC UNIT#26
	RADCO COMMUNICATIONS INC Total		<u>187.10</u>			
1945	JOSEPH R RAMOS		550.00	03/28/2013	110-8-032213	SVCS 3-7 AND 3-21-13
	JOSEPH R RAMOS Total		<u>550.00</u>			
1953	RBS PACKAGING INC	75014	113.60	03/28/2013	2025157	INVENTORY ITEMS
	RBS PACKAGING INC Total		<u>113.60</u>			
1955	RDD IMAGING INC	71795	178.00	03/28/2013	2622	TONER CARTRIDGES
	RDD IMAGING INC Total		<u>178.00</u>			
2010	RIGGS BROS INC	74984	1,400.00	03/28/2013	113051	SVC VEH#1833
	RIGGS BROS INC Total		<u>1,400.00</u>			
2026	ROCK N RESCUE J E WEINEL INC	74892	1,756.88	03/28/2013	150038	MISC SUPPLIES
	ROCK N RESCUE J E WEINEL INC Total		<u>1,756.88</u>			
2032	POMPS TIRE SERVICE INC	71918	507.39	04/04/2013	640008618	V#1725 RO#47388
		71918	45.00	04/04/2013	640008578	V#1818 RO#47387
		71918	449.89	03/28/2013	640008153	SVC VEH#1889 RO#47216
	POMPS TIRE SERVICE INC Total		<u>1,002.28</u>			
2049	RYDIN DECAL					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		74862	159.06	03/28/2013	281795	TEMPORARY HCHT TAGS
	<b>RYDIN DECAL Total</b>		<b><u>159.06</u></b>			
<b>2052</b>	<b>SAFETY SUPPLY ILLINOIS CORP</b>					
		74878	349.35	03/28/2013	1902546855	INVENTORY ITEMS
		74427	70.87	03/28/2013	1902546866	INVENTORY ITEMS
		74878	6.50	04/04/2013	1902547186	INVENTORY ITEMS
		74878	120.66	04/04/2013	1902547161	INVENTORY ITEMS
		75015	102.01	04/04/2013	1902547179	INVENTORY ITEMS
		75046	90.99	04/04/2013	1902547138	INVENTORY ITEMS
		74945	327.54	04/04/2013	1902547119	INVENTORY ITEMS
		74427	371.55	04/04/2013	1902547072	INVENTORY ITEMS
		74878	95.98	03/28/2013	19025469*82	INVENTORY ITEMS
	<b>SAFETY SUPPLY ILLINOIS CORP Total</b>		<b><u>1,535.45</u></b>			
<b>2055</b>	<b>SAFETY-KLEEN</b>					
		71919	153.89	03/28/2013	60168417	BRAKE CLEANER
	<b>SAFETY-KLEEN Total</b>		<b><u>153.89</u></b>			
<b>2064</b>	<b>SANTANNA NATURAL GAS CORP</b>					
			4,963.95	04/04/2013	040413	SVC THRU 3-22-13
	<b>SANTANNA NATURAL GAS CORP Total</b>		<b><u>4,963.95</u></b>			
<b>2091</b>	<b>SCHOLLMAYER LANDSCAPING INC</b>					
		73983	4,560.00	03/28/2013	1589	SNOW REMOVAL 3-5-13
	<b>SCHOLLMAYER LANDSCAPING INC Total</b>		<b><u>4,560.00</u></b>			
<b>2123</b>	<b>SERVICE MECHANICAL INDUSTRIES</b>					
		74893	576.08	04/04/2013	S46318	SVC WASTEWATER WEST
		75050	967.00	04/04/2013	4802	SVC FS#1
		75042	994.00	04/04/2013	4801	SVC WW 2 INDUCERS
		75170	234.00	04/04/2013	S46685	SVC AT PW GARAGE
		75042	234.00	04/04/2013	S46639	SVC EASTSIDE LIFT STATION
		75170	166.50	04/04/2013	S46687	SVC PW OFFICE
	<b>SERVICE MECHANICAL INDUSTRIES Total</b>		<b><u>3,171.58</u></b>			
<b>2137</b>	<b>SHERWIN WILLIAMS</b>					
		72161	56.05	04/04/2013	6865-8	PAINT SUPPLIES
		74413	24.47	03/28/2013	5929-3	PAINT SUPPLIES
		72161	64.11	04/04/2013	6561-3	PAINT SUPPLIES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	SHERWIN WILLIAMS Total		<u>144.63</u>			
2160	SKARSHAUG TESTING LABORATORY	73138	521.76	04/04/2013	176461	CLEAN & TEST LINE HOSE
	SKARSHAUG TESTING LABORATORY Total		<u>521.76</u>			
2163	SKYLINE TREE SERVICE &	73871	14,000.00	03/28/2013	1565	EAB PHASE 2 REMOVALS
		72323	3,990.00	04/04/2013	1567	ELEC TREE TRIMMING
		73871	34,000.00	04/04/2013	1566	EAB PHASE 2 REMOVALS
		72323	3,306.00	04/04/2013	1569	ELEC - TREE TRIMMING
		73871	15,000.00	04/04/2013	1568	EAB PHASE 2 REMOVALS
	SKYLINE TREE SERVICE & Total		<u>70,296.00</u>			
2168	SMITH ECOLOGICAL SYSTEMS INC	75102	300.00	04/04/2013	17153	LDPE TUBING
	SMITH ECOLOGICAL SYSTEMS INC Total		<u>300.00</u>			
2171	SHURTS TOOL SERVICE	74988	163.25	03/28/2013	297045	VEH M153 RO 47250
		75067	40.80	04/04/2013	297312	SAFETY GLASS
	SHURTS TOOL SERVICE Total		<u>204.05</u>			
2178	SONNTAG REPORTING SERVICE	72137	640.30	03/28/2013	86686	SVCS STC PLN COMM 3-12-13
		72137	478.80	04/04/2013	86759	SVC 3-19-13
	SONNTAG REPORTING SERVICE Total		<u>1,119.10</u>			
2179	SOS TECHNOLOGIES	74980	345.60	03/28/2013	60784	HEARTSTART PADS
	SOS TECHNOLOGIES Total		<u>345.60</u>			
2204	START GROUP	74989	975.00	04/04/2013	S013-3-26	CONFINED SPACE ENTRY TRAININ
	START GROUP Total		<u>975.00</u>			
2206	STAPLES CONTRACT & COMMERCIAL	74826	50.64	03/28/2013	8024733113	OFFICE SUPPLIES
		74969	48.34	03/28/2013	8024902583	OFFICE SUPPLIES
		75140	112.45	04/04/2013	8025046650	OFFICE SUPPLIES
			-38.94	03/28/2013	8024976483A	CREDIT IN#8024733111

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75069	88.02	04/04/2013	8024976483	OFFICE SUPPLIES
	<b>STAPLES CONTRACT &amp; COMMERCIAL Total</b>		<b><u>260.51</u></b>			
<b>2212</b>	<b>CITY OF ST CHARLES</b>					
			2,094.82	04/05/2013	COR5130405112639PD	CityMed PreTax BuyUp 500 EE
			4.60	04/05/2013	DELE130405112639ED	City Dental Plan Pre - Tax EE
			43.95	04/05/2013	ESLE130405112639CD	Dep Life Spouse - EE Paid
			23.44	04/05/2013	ESLR130405112639HR	Supplemental Life - EE Pd
			5,356.92	04/05/2013	COR5130405112639PW	CityMed PreTax BuyUp 500 EE
			269.50	04/05/2013	DELE130405112639FD	City Dental Plan Pre - Tax EE
			7.25	04/05/2013	ESLE130405112639ED	Dep Life Spouse - EE Paid
			44.70	04/05/2013	ESLR130405112639IS C	Supplemental Life - EE Pd
			207.00	04/05/2013	COR1130405112639FD	CORE 1500 Medical EE
			125.57	04/05/2013	CORE130405112639CA	Medical BuyUp 750 EE
			67.15	04/05/2013	DELE130405112639FN	City Dental Plan Pre - Tax EE
			84.33	04/05/2013	ESLE130405112639FD	Dep Life Spouse - EE Paid
			475.88	04/05/2013	ESLR130405112639PD	Supplemental Life - EE Pd
			35.55	04/05/2013	ESLE130405112639FN	Dep Life Spouse - EE Paid
			681.92	04/05/2013	ESLR130405112639PW	Supplemental Life - EE Pd
			428.00	04/05/2013	COR1130405112639FN	CORE 1500 Medical EE
			1,079.86	04/05/2013	CORE130405112639CD	Medical BuyUp 750 EE
			20.42	04/05/2013	DELE130405112639HR	City Dental Plan Pre - Tax EE
			70.50	04/05/2013	COR1130405112639HR	CORE 1500 Medical EE
			2,796.26	04/05/2013	CORE130405112639FD	Medical BuyUp 750 EE
			56.66	04/05/2013	DELE130405112639IS C	City Dental Plan Pre - Tax EE
			0.12	04/05/2013	DLCH130405112639CA	Dependent Life - Child
			13.18	04/05/2013	ESLE130405112639HR	Dep Life Spouse - EE Paid
			3.22	04/05/2013	DLCH130405112639CD	Dependent Life - Child
			10.53	04/05/2013	ESLE130405112639IS 0	Dep Life Spouse - EE Paid
			117.00	04/05/2013	COR1130405112639IS C	CORE 1500 Medical EE
			485.01	04/05/2013	CORE130405112639FN	Medical BuyUp 750 EE
			289.92	04/05/2013	DELE130405112639PD	City Dental Plan Pre - Tax EE
			2.42	04/05/2013	DLCH130405112639FN	Dependent Life - Child
			144.91	04/05/2013	ESLE130405112639PW	Dep Life Spouse - EE Paid
			209.50	04/05/2013	COR1130405112639PW	CORE 1500 Medical EE
			510.42	04/05/2013	CORE130405112639IS C	Medical BuyUp 750 EE
			11.74	04/05/2013	DLCH130405112639FD	Dependent Life - Child
			83.16	04/05/2013	ESLE130405112639PD	Dep Life Spouse - EE Paid
			303.00	04/05/2013	COR1130405112639PD	CORE 1500 Medical EE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			233.48	04/05/2013	CORE130405112639HR	Medical BuyUp 750 EE
			432.86	04/05/2013	DELE130405112639PW	City Dental Plan Pre - Tax EE
			347.52	04/05/2013	COR5130405112639IS (	CityMed PreTax BuyUp 500 EE
			59.97	04/05/2013	DELE130405112639CD	City Dental Plan Pre - Tax EE
			11.28	04/05/2013	DLCH130405112639PW	Dependent Life - Child
			95.93	04/05/2013	ESLR130405112639FN	Supplemental Life - EE Pd
			400.38	04/05/2013	COR5130405112639FN	CityMed PreTax BuyUp 500 EE
			7.91	04/05/2013	DELE130405112639CA	City Dental Plan Pre - Tax EE
			10.24	04/05/2013	DLCH130405112639PD	Dependent Life - Child
			603.34	04/05/2013	ESLR130405112639FD	Supplemental Life - EE Pd
			2,071.04	04/05/2013	COR5130405112639FD	CityMed PreTax BuyUp 500 EE
			3,381.98	04/05/2013	CORE130405112639PW	Medical BuyUp 750 EE
			1.61	04/05/2013	DLCH130405112639IS (	Dependent Life - Child
			3.62	04/05/2013	ESLR130405112639ED	Supplemental Life - EE Pd
			194.40	04/05/2013	COR5130405112639ED	CityMed PreTax BuyUp 500 EE
			3,161.43	04/05/2013	CORE130405112639PD	Medical BuyUp 750 EE
			0.92	04/05/2013	DLCH130405112639HR	Dependent Life - Child
			73.04	04/05/2013	ESLR130405112639CD	Supplemental Life - EE Pd
	<b>CITY OF ST CHARLES Total</b>		<b>27,249.36</b>			
<b>2221</b>	<b>ST CHARLES FESTIVAL COMMITTEE</b>					
			24,488.07	04/01/2013	040113	SPONSORSHIP
	<b>ST CHARLES FESTIVAL COMMITTEE Total</b>		<b>24,488.07</b>			
<b>2228</b>	<b>CITY OF ST CHARLES</b>					
			116.99	03/28/2013	119000008246	SVC 2-6 TO 3-6-13
	<b>CITY OF ST CHARLES Total</b>		<b>116.99</b>			
<b>2229</b>	<b>SOURCE ONE</b>					
		72524	19.58	04/04/2013	365403	OFFICE SUPPLIES
		71906	47.95	04/04/2013	365242	OFFICE SUPPLIES
			-10.99	03/28/2013	C65193	CREDIT INV#365193
		75072	49.99	04/04/2013	365413	OFFICE SUPPLIES
			-12.49	04/04/2013	CM364802	RETURNED PRODUCT
		72090	155.81	04/04/2013	365490	OFFICE SUPPLIES
		71822	31.76	03/28/2013	365144	OFFICE SUPPLIES
		71822	58.56	04/04/2013	365709	OFFICE SUPPLIES
		72188	459.83	03/28/2013	365193	OFFICE SUPPLIES
		71822	168.46	03/28/2013	364999	OFFICE SUPPLIES
			32.98	04/04/2013	365670	OFFICE SUPPLIES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		72070	39.98	03/28/2013	364137	OFFICE SUPPLIES
		71906	184.47	04/04/2013	365642	OFFICE SUPPLIES
		72090	36.00	04/04/2013	365598	OFFICE SUPPLIES
		71925	93.43	04/04/2013	365578	OFFICE SUPPLIES
		72090	77.04	04/04/2013	365575	OFFICE SUPPLIES
		71822	179.23	04/04/2013	365506	OFFICE SUPPLIES
	<b>SOURCE ONE Total</b>		<b><u>1,611.59</u></b>			
<b>2232</b>	<b>DAN STELLATO</b>					
			210.00	04/04/2013	040213	INTERNET OCT THRU MARCH 2013
	<b>DAN STELLATO Total</b>		<b><u>210.00</u></b>			
<b>2235</b>	<b>STEINER ELECTRIC COMPANY</b>					
		75141	1,614.90	04/04/2013	004282027001	INVENTORY ITEMS
		75141	159.52	04/04/2013	004282027002	INVENTORY ITEMS
		71812	472.74	04/04/2013	004282468001	ANNUAL GENERATOR MAINT
		71812	41.63	04/04/2013	004282468002	MISC PARTS WATER DEPT
		71812	7,691.80	04/04/2013	004257788001	START UP AND WARRANTY
			-406.00	04/04/2013	003994743009	CREDIT FOR DBL SHIPPED ITEM
		74946	44.96	03/28/2013	004263116002	INVENTORY ITEMS
			406.00	03/28/2013	003994743007	PD ON IN#003994743004
		74946	505.28	03/28/2013	004263116001	INVENTORY ITEMS
		71812	45.76	04/04/2013	004275473001	MISC HARDWARE
		72370	150.17	03/28/2013	004268112002	MISC SUPPLIES
		75016	231.87	03/28/2013	004265107001	INVENTORY ITEMS
		74991	60.48	03/28/2013	004237870007	INVENTORY ITEMS
		72370	30.43	03/28/2013	004268112001	MISC SUPPLIES
	<b>STEINER ELECTRIC COMPANY Total</b>		<b><u>11,049.54</u></b>			
<b>2250</b>	<b>STREICHERS</b>					
		71980	77.40	03/28/2013	11004810	UNIFORMS
	<b>STREICHERS Total</b>		<b><u>77.40</u></b>			
<b>2259</b>	<b>SUBURBAN ACCENTS INC</b>					
		74636	375.00	03/28/2013	19476	SVC ENGINE 101, 102, 103
	<b>SUBURBAN ACCENTS INC Total</b>		<b><u>375.00</u></b>			
<b>2273</b>	<b>SUPERIOR ASPHALT MATERIALS LLC</b>					
		11	1,459.36	03/28/2013	20130110	ASPHALT

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	SUPERIOR ASPHALT MATERIALS LLC Total		<u>1,459.36</u>			
2295	MICHAEL TANNENBAUM		400.00	03/28/2013	032413	JEANS ALLOWANCE
	MICHAEL TANNENBAUM Total		<u>400.00</u>			
2299	TASER INTERNATIONAL	75261	570.00	04/04/2013	SI1317433	TASER REPAIR
	TASER INTERNATIONAL Total		<u>570.00</u>			
2300	TEMCO MACHINERY INC	74981	345.69	03/28/2013	AG32906	SUPER LUBE SYNTHETIC
	TEMCO MACHINERY INC Total		<u>345.69</u>			
2301	GENERAL CHAUFFERS SALES DRIVER		141.50	04/05/2013	UNT 130405112639CD (	Union Dues - Teamsters
			118.50	04/05/2013	UNT 130405112639FN (	Union Dues - Teamsters
			2,009.00	04/05/2013	UNT 130405112639PW	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		<u>2,269.00</u>			
2310	TERMINAL SUPPLY CO	75098	24.10	04/04/2013	18022-00A	LAMP AND CABLE TIES
		75095	31.16	04/04/2013	18022-00	SHRINK RING TERMINAL
		74817	301.07	03/28/2013	14445-00	INVENTORY ITEMS
	TERMINAL SUPPLY CO Total		<u>356.33</u>			
2313	WORLD FUEL SERVICES INC	75078	26,336.72	04/04/2013	4138254-41501	INVENTORY ITEMS
	WORLD FUEL SERVICES INC Total		<u>26,336.72</u>			
2314	3M VHS0733	74947	324.00	04/04/2013	SS01174	INVENTORY ITEMS
		74992	478.13	03/28/2013	SS01770	WHITE REFLECTIVE SHEETING
		74947	1,242.00	04/04/2013	SS01175	INVENTORY ITEMS
		74992	3,187.50	03/28/2013	SS01796	REFLECTIVE ROLLS
		74992	1,912.50	03/28/2013	SS01771	WHITE RELFLECTIVE SHEETING
	3M VHS0733 Total		<u>7,144.13</u>			
2316	THOMPSON AUTO SUPPLY INC	71922	1,000.58	04/04/2013	4177-0313	FLEET PARTS FOR MARCH 2013
		75143	90.80	03/28/2013	2-228502	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75142	182.11	03/28/2013	2-228503	INVENTORY ITEMS
		75142	138.88	03/28/2013	2-228518	INVENTORY ITEMS
		75142	297.03	04/04/2013	2-228528	INVENTORY ITEMS
	<b>THOMPSON AUTO SUPPLY INC Total</b>		<b><u>1,709.40</u></b>			
<b>2332</b>	<b>TOVAR SNOW PROFESSIONALS INC</b>					
		73990	2,470.00	03/28/2013	INV00140954A	SNOW PLOWING 2-26-13
		73990	2,660.00	03/28/2013	INV00144783A	SNOW PLOWING 2-22-13
		73990	902.50	03/28/2013	INV00145142	SNOW PLOWING 2-27-13
		73990	4,345.00	03/28/2013	INV00145524	SNOW PLOWING 3-5-13
	<b>TOVAR SNOW PROFESSIONALS INC Total</b>		<b><u>10,377.50</u></b>			
<b>2345</b>	<b>TRAFFIC CONTROL &amp; PROTECTION</b>					
		74949	330.98	04/04/2013	76465	INVENTORY ITEMS
		75018	201.22	04/04/2013	76464	INVENTORY ITEMS
		74993	2,400.00	04/04/2013	10026	ST PAT'S PARADE
	<b>TRAFFIC CONTROL &amp; PROTECTION Total</b>		<b><u>2,932.20</u></b>			
<b>2349</b>	<b>TREE TOWNS REPRO SERVICE INC</b>					
		74924	501.00	03/28/2013	0000188078	ATLAS COLOR CAD
	<b>TREE TOWNS REPRO SERVICE INC Total</b>		<b><u>501.00</u></b>			
<b>2351</b>	<b>TREASURER OF VIRGINIA</b>					
			125.38	04/05/2013	000000585130405112639	VA Child Support Amount 1
	<b>TREASURER OF VIRGINIA Total</b>		<b><u>125.38</u></b>			
<b>2363</b>	<b>TROTTER &amp; ASSOCIATES INC</b>					
		72084	42,000.00	03/28/2013	8809	SVC BIOSOLIDS BIDDING/CONST
		74484	203.88	03/28/2013	8772	DELNOR WOODS CAD
		73524	867.78	03/28/2013	8771	ROYAL FOX LFT STN
		74152	396.90	03/28/2013	8752	WATER CAD
	<b>TROTTER &amp; ASSOCIATES INC Total</b>		<b><u>43,468.56</u></b>			
<b>2364</b>	<b>TROJAN TECHNOLOGIES INC</b>					
		75090	9,155.09	04/04/2013	SLS/10219692	SEAL KIT
	<b>TROJAN TECHNOLOGIES INC Total</b>		<b><u>9,155.09</u></b>			
<b>2370</b>	<b>WILLIAM TURNER</b>					
			35.00	03/28/2013	032713	INTERNET MARCH 2013
	<b>WILLIAM TURNER Total</b>		<b><u>35.00</u></b>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2373	TYLER MEDICAL SERVICES	73273	160.00	03/28/2013	323162	PFT IN SEPT 2012
		74970	1,265.00	03/28/2013	330451	SVC 2-28 AND 3-8-13
			<b>1,425.00</b>			
	<b>TYLER MEDICAL SERVICES Total</b>					
2392	UNIFORMITY INC	74079	44.70	03/28/2013	IN218222	UNIFORMS
			-35.70	03/28/2013	CN17020	REFER TO INV#IN216374
		74079	478.50	03/28/2013	IN218228	UNIFORMS
			-27.95	03/28/2013	CN17025	REFER TO INV#IN212461
		74079	246.95	04/04/2013	IN218694	UNIFORMS
			-48.95	03/28/2013	CN17021	REFER TO INV#IN216780
		74079	38.95	03/28/2013	IN218294	UNIFORMS
		74079	91.90	03/28/2013	IN218163	UNIFORMS
		74079	197.75	03/28/2013	IN218059	UNIFORMS
		74079	23.90	04/04/2013	IN217863	UNIFORMS
		74079	8.30	03/28/2013	IN217775	UNIFORMS
			-379.50	03/28/2013	CN17033	CRED INV#IN216788
			-67.80	03/28/2013	CN17031	CRED INV#IN217650
		74079	94.70	04/04/2013	IN218702	UNIFORMS
		74079	153.80	03/28/2013	IN2118232	UNIFORMS
		74079	347.10	03/28/2013	IN217772	FIRE DEPT UNIFORMS
	<b>UNIFORMITY INC Total</b>		<b>1,166.65</b>			
2401	UNIVERSAL UTILITY SUPPLY INC	75240	539.00	04/04/2013	3014455	INVENTORY ITEMS
			<b>539.00</b>			
	<b>UNIVERSAL UTILITY SUPPLY INC Total</b>					
2403	UNITED PARCEL SERVICE		110.44	04/04/2013	0000650961123	SHIPPING
			459.07	03/28/2013	0000650961113A	SHIPPING
			86.70	03/28/2013	0000650961113	SHIPPING
			<b>656.21</b>			
	<b>UNITED PARCEL SERVICE Total</b>					
2410	VALLEY LOCK CO	71976	30.85	04/04/2013	53909	KEYS STATIONS 2/3
		71832	91.23	04/04/2013	53952	SVC WEST ALLEY DOOR
		75115	11.94	04/04/2013	53987	DUPLICATE KEYS - SHOP KEY BO
			<b>134.02</b>			
	<b>VALLEY LOCK CO Total</b>					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2413	VALLEY FIRE PROTECTION SERVICE	75171	884.00	03/28/2013	082326	TRIPPED DRY SYSTEM
	<b>VALLEY FIRE PROTECTION SERVICE Total</b>		<b>884.00</b>			
2425	VEHICLE MAINTENANCE PROGRAM	75145	31.10	04/04/2013	INV-207522	INVENTORY ITEMS
	<b>VEHICLE MAINTENANCE PROGRAM Total</b>		<b>31.10</b>			
2428	VERMEER MIDWEST	75032	1,500.00	04/04/2013	R06613	STMP GRNDR RNTL 3-18 TO 3-24
		74542	224.31	04/04/2013	P59499	INVENTORY ITEMS
		75032	1,500.00	04/04/2013	R06633	STUMP CUTTER RENTAL
	<b>VERMEER MIDWEST Total</b>		<b>3,224.31</b>			
2442	DARRELL VINCENT		140.00	03/28/2013	032413	SAFETY SHOE ALLOWANCE
	<b>DARRELL VINCENT Total</b>		<b>140.00</b>			
2455	RICHARD WADDA		326.70	04/04/2013	032613	CLOTHING ALLOWANCE
	<b>RICHARD WADDA Total</b>		<b>326.70</b>			
2473	WASCO TRUCK REPAIR CO	72086	162.00	04/04/2013	123337	TESTING
		72086	42.50	03/28/2013	123260	TESTING 1953,1808
		72086	106.00	03/28/2013	123270	TEST 1700,1880,2130,1746,2001
	<b>WASCO TRUCK REPAIR CO Total</b>		<b>310.50</b>			
2478	WATER PRODUCTS AURORA	71808	130.60	04/04/2013	0238454	MISC GASKETS
	<b>WATER PRODUCTS AURORA Total</b>		<b>130.60</b>			
2486	ARAMARK	74979	67.49	03/28/2013	15237043	HOODED ZIP SWEATSHIRT
	<b>ARAMARK Total</b>		<b>67.49</b>			
2490	WELCH BROS INC	74953	443.00	03/28/2013	1437314	INVENTORY ITEMS
	<b>WELCH BROS INC Total</b>		<b>443.00</b>			
2495	WEST SIDE TRACTOR SALES CO					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		71913	15.16	04/04/2013	N85532	V#1876 RO#47373
		71849	1,650.00	03/28/2013	106764	BACKHOE RENTAL 3-4 TO 3-31-13
		71913	145.40	04/04/2013	N85453	V#1760 FLEET SUPPLIES
	<b>WEST SIDE TRACTOR SALES CO Total</b>		<b><u>1,810.56</u></b>			
<b>2501</b>	<b>HT</b>					
		75147	602.50	04/04/2013	65120762-001	INVENTORY ITEMS
	<b>HT Total</b>		<b><u>602.50</u></b>			
<b>2503</b>	<b>INLAND POWER GROUP INC</b>					
		75116	743.13	04/04/2013	5455262-00	V#1719 RO#47325
		75116	190.00	04/04/2013	5455396-00	STARTER
	<b>INLAND POWER GROUP INC Total</b>		<b><u>933.13</u></b>			
<b>2506</b>	<b>WESCO DISTRIBUTION INC</b>					
		75148	123.75	04/04/2013	782444	INVENTORY ITEMS
		75148	52.74	04/04/2013	782445	INVENTORY ITEMS
		74821	5.86	03/28/2013	777206	INVENTORY ITEMS
		75057	295.65	04/04/2013	781931	THNSLT RAIN GEAR
		73644	1,943.00	04/04/2013	781930	FR CLOTHING
		75020	1,770.00	04/04/2013	779314	INVENTORY ITEMS
		75021	155.00	03/28/2013	780450	INVENTORY ITEMS
	<b>WESCO DISTRIBUTION INC Total</b>		<b><u>4,346.00</u></b>			
<b>2512</b>	<b>WHOLESALE DIRECT INC</b>					
			24.61	04/04/2013	000198847	OVER RECEIVED ITEMS TO STOCK
		74631	27.15	03/28/2013	000198433	6 WAY PLUG WITH GUARD
			17.70	04/04/2013	000198846	OVER RECEIVED ITEMS TO STOCK
	<b>WHOLESALE DIRECT INC Total</b>		<b><u>69.46</u></b>			
<b>2540</b>	<b>WORLD POINT</b>					
		74985	193.95	03/28/2013	5322752	MANUALS FOR HEALTHCARE
		75028	108.95	03/28/2013	5323570	HCP MANUALS
	<b>WORLD POINT Total</b>		<b><u>302.90</u></b>			
<b>2545</b>	<b>GRAINGER INC</b>					
		74913	900.00	03/28/2013	9083788639	CARBON STEEL DRUM
		75120	104.64	04/04/2013	9098498521	INVENTORY ITEMS
		75047	108.84	04/04/2013	9090587099	WHITE & BLACK MARKER
		75045	211.67	04/04/2013	9090587081	ROTARY HAMMER KIT

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	GRAINGER INC Total		<u>1,325.15</u>			
2629	ZEP MANUFACTURING CO	75149	382.38	04/04/2013	9000192952	INVENTORY ITEMS
	ZEP MANUFACTURING CO Total		<u>382.38</u>			
2631	ZIMMERMAN FORD INC	71923	694.65	04/04/2013	S43-0313	SVC & PARTS FLEET MARCH 2013
	ZIMMERMAN FORD INC Total		<u>694.65</u>			
2637	ILLINOIS DEPT OF REVENUE		1,470.37	04/05/2013	ILST130322113558IS 0	Illinois State Tax
			697.34	04/05/2013	ILST130322113558HR C	Illinois State Tax
			10,868.24	04/05/2013	ILST130405112639PW C	Illinois State Tax
			2,077.42	04/05/2013	ILST130322113558FN 0	Illinois State Tax
			9,392.56	04/05/2013	ILST130405112639PD 0	Illinois State Tax
			7,022.97	04/05/2013	ILST130322113558FD 0	Illinois State Tax
			1,485.84	04/05/2013	ILST130405112639IS 0	Illinois State Tax
			400.82	04/05/2013	ILST130405112639ED 0	Illinois State Tax
			685.76	04/05/2013	ILST130322113558CA 0	Illinois State Tax
			7,748.15	04/05/2013	ILST130405112639FD 0	Illinois State Tax
			1,615.34	04/05/2013	ILST130322113558CD C	Illinois State Tax
			2,091.64	04/05/2013	ILST130405112639FN 0	Illinois State Tax
			397.07	04/05/2013	ILST130322113558ED 0	Illinois State Tax
			713.90	04/05/2013	ILST130405112639HR C	Illinois State Tax
			1,567.84	04/05/2013	ILST130405112639CD C	Illinois State Tax
			668.44	04/05/2013	ILST130405112639CA 0	Illinois State Tax
			11,441.84	04/05/2013	ILST130322113558PW C	Illinois State Tax
			9,480.88	04/05/2013	ILST130322113558PD 0	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		<u>69,826.42</u>			
2638	INTERNAL REVENUE SERVICE		2,270.19	04/05/2013	FICA130322113558CD C	FICA Employee
			2,944.20	04/05/2013	FICA130405112639FN C	FICA Employee
			2,518.63	04/05/2013	FICE130322113558PD C	FICA Employer
			3,963.44	04/05/2013	FIT 130322113558CD 0	Federal Withholding Tax
			5,821.72	04/05/2013	FIT 130405112639FN 0	Federal Withholding Tax
			3,187.28	04/05/2013	MEDE130322113558PD	Medicare Employee
			514.78	04/05/2013	MEDR130322113558CD	Medicare Employer
			662.66	04/05/2013	MEDR130405112639FN	Medicare Employer

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			557.37	04/05/2013	FICA130322113558ED (	FICA Employee
			1,024.23	04/05/2013	FICA130405112639HR (	FICA Employee
			15,944.37	04/05/2013	FICE130322113558PW (	FICA Employer
			1,350.48	04/05/2013	FIT 130322113558ED 0	Federal Withholding Tax
			2,171.62	04/05/2013	FIT 130405112639HR 0	Federal Withholding Tax
			3,684.48	04/05/2013	MEDE130322113558PW	Medicare Employee
			130.35	04/05/2013	MEDR130322113558ED	Medicare Employer
			239.54	04/05/2013	MEDR130405112639HR	Medicare Employer
			379.70	04/05/2013	FICA130322113558FD (	FICA Employee
			2,128.80	04/05/2013	FICA130405112639IS 0	FICA Employee
			1,006.07	04/05/2013	FICE130405112639CA (	FICA Employer
			19,665.36	04/05/2013	FIT 130322113558FD 0	Federal Withholding Tax
			4,162.24	04/05/2013	FIT 130405112639IS 0	Federal Withholding Tax
			235.33	04/05/2013	MEDE130405112639CA	Medicare Employee
			2,281.44	04/05/2013	MEDR130322113558FD	Medicare Employer
			497.87	04/05/2013	MEDR130405112639IS (	Medicare Employer
			2,926.00	04/05/2013	FICA130322113558FN (	FICA Employee
			2,395.24	04/05/2013	FICA130405112639PD (	FICA Employee
			2,209.51	04/05/2013	FICE130405112639CD (	FICA Employer
			5,728.11	04/05/2013	FIT 130322113558FN 0	Federal Withholding Tax
			26,160.84	04/05/2013	FIT 130405112639PD 0	Federal Withholding Tax
			516.75	04/05/2013	MEDE130405112639CD	Medicare Employee
			656.00	04/05/2013	MEDR130322113558FN	Medicare Employer
			3,156.54	04/05/2013	MEDR130405112639PD	Medicare Employer
			15,754.31	04/05/2013	FICA130322113558PW (	FICA Employee
			557.37	04/05/2013	FICE130322113558ED (	FICA Employer
			1,024.23	04/05/2013	FICE130405112639HR (	FICA Employer
			30,752.71	04/05/2013	FIT 130322113558PW 0	Federal Withholding Tax
			130.35	04/05/2013	MEDE130322113558ED	Medicare Employee
			239.54	04/05/2013	MEDE130405112639HR	Medicare Employee
			3,728.95	04/05/2013	MEDR130322113558PW	Medicare Employer
			2,518.63	04/05/2013	FICA130322113558PD (	FICA Employee
			2,201.01	04/05/2013	FICE130322113558CD (	FICA Employer
			2,833.51	04/05/2013	FICE130405112639FN (	FICA Employer
			26,448.41	04/05/2013	FIT 130322113558PD 0	Federal Withholding Tax
			530.95	04/05/2013	MEDE130322113558CD	Medicare Employee
			688.58	04/05/2013	MEDE130405112639FN	Medicare Employee
			3,187.28	04/05/2013	MEDR130322113558PD	Medicare Employer
			2,108.94	04/05/2013	FICA130322113558IS 0	FICA Employee

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			1,028.91	04/05/2013	FICE130322113558CA (	FICA Employer
			330.68	04/05/2013	FICE130405112639FD (	FICA Employer
			4,068.02	04/05/2013	FIT 130322113558IS 0	Federal Withholding Tax
			240.64	04/05/2013	MEDE130322113558CA	Medicare Employee
			2,473.62	04/05/2013	MEDE130405112639FD	Medicare Employee
			493.23	04/05/2013	MEDR130322113558IS (	Medicare Employer
			1,003.40	04/05/2013	FICA130322113558HR (	FICA Employee
			15,003.11	04/05/2013	FICA130405112639PW (	FICA Employee
			562.02	04/05/2013	FICE130405112639ED (	FICA Employer
			2,158.40	04/05/2013	FIT 130322113558HR 0	Federal Withholding Tax
			29,188.87	04/05/2013	FIT 130405112639PW 0	Federal Withholding Tax
			131.45	04/05/2013	MEDE130405112639ED	Medicare Employee
			234.65	04/05/2013	MEDR130322113558HR	Medicare Employer
			3,534.70	04/05/2013	MEDR130405112639PW	Medicare Employer
			1,006.07	04/05/2013	FICA130405112639CA (	FICA Employee
			379.70	04/05/2013	FICE130322113558FD (	FICA Employer
			2,128.80	04/05/2013	FICE130405112639IS 0	FICA Employer
			1,728.16	04/05/2013	FIT 130405112639CA 0	Federal Withholding Tax
			2,281.44	04/05/2013	MEDE130322113558FD	Medicare Employee
			497.87	04/05/2013	MEDE130405112639IS (	Medicare Employee
			235.33	04/05/2013	MEDR130405112639CA	Medicare Employer
			2,209.51	04/05/2013	FICA130405112639CD (	FICA Employee
			2,805.12	04/05/2013	FICE130322113558FN (	FICA Employer
			2,395.24	04/05/2013	FICE130405112639PD (	FICA Employer
			3,878.33	04/05/2013	FIT 130405112639CD 0	Federal Withholding Tax
			684.30	04/05/2013	MEDE130322113558FN	Medicare Employee
			3,156.54	04/05/2013	MEDE130405112639PD	Medicare Employee
			516.75	04/05/2013	MEDR130405112639CD	Medicare Employer
			562.02	04/05/2013	FICA130405112639ED (	FICA Employer
			1,003.40	04/05/2013	FICE130322113558HR (	FICA Employer
			15,113.80	04/05/2013	FICE130405112639PW (	FICA Employer
			1,371.48	04/05/2013	FIT 130405112639ED 0	Federal Withholding Tax
			234.65	04/05/2013	MEDE130322113558HR	Medicare Employee
			3,508.78	04/05/2013	MEDE130405112639PW	Medicare Employee
			131.45	04/05/2013	MEDR130405112639ED	Medicare Employer
			1,028.91	04/05/2013	FICA130322113558CA (	FICA Employee
			330.68	04/05/2013	FICA130405112639FD (	FICA Employer
			2,108.94	04/05/2013	FICE130322113558IS 0	FICA Employer
			1,740.69	04/05/2013	FIT 130322113558CA 0	Federal Withholding Tax

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			22,868.55	04/05/2013	FIT 130405112639FD 0	Federal Withholding Tax
			493.23	04/05/2013	MEDE130322113558IS I	Medicare Employee
			240.64	04/05/2013	MEDR130322113558CA	Medicare Employer
			2,473.62	04/05/2013	MEDR130405112639FD	Medicare Employer
	<b>INTERNAL REVENUE SERVICE Total</b>		<b><u>351,361.61</u></b>			
<b>2639</b>	<b>STATE DISBURSEMENT UNIT</b>					
			545.00	04/04/2013	000000206130405112639	IL Child Support Amount 1
			1,661.54	04/04/2013	000000202130405112639	IL CS Maintenance 1
			600.00	04/04/2013	000000191130405112639	IL Child Support Amount 1
			795.70	04/04/2013	000000135130405112639	IL Child Support Amount 1
			440.93	04/04/2013	000000037130405112639	IL Child Support Amount 1
			347.26	04/04/2013	000000064130405112639	IL Child Support Amount 1
			465.36	04/04/2013	000000064130405112639	IL Child Support Amount 2
			260.00	04/04/2013	000000836130405112639	IL Child Support Amount 1
			715.38	04/04/2013	000000831130405112639	IL Child Support Amount 1
			369.23	04/04/2013	000000486130405112639	IL Child Support Amount 1
			580.00	04/04/2013	000000292130405112639	IL Child Support Amount 1
	<b>STATE DISBURSEMENT UNIT Total</b>		<b><u>6,780.40</u></b>			
<b>2643</b>	<b>DELTA DENTAL</b>					
			3,691.45	04/02/2013	040213	DELTA DENTAL CLAIMS
			4,879.31	03/26/2013	032613	DELTA DENTAL CLAIMS
	<b>DELTA DENTAL Total</b>		<b><u>8,570.76</u></b>			
<b>2645</b>	<b>CHARLES BROWN</b>					
			3,060.42	03/28/2013	RJB2013	GUARANTEED INVESTMENT JAN- <del>A</del>
			3,060.42	03/28/2013	RJB2013	GUARANTEED INVESTMENT JAN- <del>A</del>
			3,060.42	03/28/2013	RJB2013	GUARANTEED INVESTMENT JAN- <del>A</del>
			3,060.42	03/28/2013	RJB2013	GUARANTEED INVESTMENT JAN- <del>A</del>
	<b>CHARLES BROWN Total</b>		<b><u>12,241.68</u></b>			
<b>2648</b>	<b>HEALTH CARE SERVICE CORP</b>					
			123,492.98	04/02/2013	040213	MEDICAL CLAIMS
	<b>HEALTH CARE SERVICE CORP Total</b>		<b><u>123,492.98</u></b>			
<b>2663</b>	<b>LOU'S GLOVES INC</b>					
		75151	150.00	04/04/2013	002689	INVENTORY ITEMS
	<b>LOU'S GLOVES INC Total</b>		<b><u>150.00</u></b>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2674	VIKING CHEMICAL CO	71819	4,781.96	04/04/2013	241036	VARIOUS CHEMICALS
	VIKING CHEMICAL CO Total		<u>4,781.96</u>			
2683	CONTINENTAL AMERICAN INSURANCE		77.36	04/05/2013	ACCG130405112639FD	AFLAC Accident Plan
			7.48	04/05/2013	ACCG130405112639HR	AFLAC Accident Plan
			230.27	04/05/2013	ACCG130405112639PD	AFLAC Accident Plan
			95.53	04/05/2013	ACCG130405112639PW	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		<u>410.64</u>			
2686	CPR PRINTING INC	74554	3,405.54	04/04/2013	42004	MAILER POSTAGE
	CPR PRINTING INC Total		<u>3,405.54</u>			
2717	GL NOBLE DENTON INC	71215	54,541.72	03/28/2013	39747	SYNERGEE MODELING SVC
	GL NOBLE DENTON INC Total		<u>54,541.72</u>			
2740	C H HAGER EXCAVATING INC	71847	1,900.00	04/04/2013	43	HAUL AND DUMP CHARGE
	C H HAGER EXCAVATING INC Total		<u>1,900.00</u>			
2741	CURRAN CONTRACTING COMPANY	71697	18,218.25	04/04/2013	#5-FINAL	IL64 & OAK ST INTRSCN IMPRV
	CURRAN CONTRACTING COMPANY Total		<u>18,218.25</u>			
2756	RXBENEFITS, INC.		25,017.44	03/26/2013	032613	PRESCRIPTIONS CLAIMS & FEES
	RXBENEFITS, INC. Total		<u>25,017.44</u>			
2757	ABB INC	72343	564,413.54	03/28/2013	7101773922/7101796787	TRANSFORMER
	ABB INC Total		<u>564,413.54</u>			
2769	GENWORTH LIFE INSURANCE COMPAN		105.81	04/05/2013	LTCI130405112639FN 0	Long Term Care Insurance
			61.46	04/05/2013	LTCI130405112639CA C	Long Term Care Insurance
			85.12	04/05/2013	LTCI130405112639PD C	Long Term Care Insurance
			98.23	04/05/2013	LTCI130405112639HR C	Long Term Care Insurance

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	GENWORTH LIFE INSURANCE COMPAN Total		<u>350.62</u>			
2778	CLIENT FIRST CONSULTING GROUP					
		74925	8,662.50	04/04/2013	3170	CONSULTING SVCS 3-1 TO 3-15
	CLIENT FIRST CONSULTING GROUP Total		<u>8,662.50</u>			
2779	CMS SAFETY INSTITUTE INC					
		75004	648.82	04/04/2013	1654	RECHARGEABLE BATTERIES
	CMS SAFETY INSTITUTE INC Total		<u>648.82</u>			
2785	BOB ELMORE & ASSOC INC					
		72883	125.00	04/04/2013	16225	SVC 3-13-13
	BOB ELMORE & ASSOC INC Total		<u>125.00</u>			
2792	JAMES MC HUGH CONSTRUCTION CO					
		74419	14,006.25	03/28/2013	526-CSC-002	LTL WDS SITE TREE REMOVAL
	JAMES MC HUGH CONSTRUCTION CO Total		<u>14,006.25</u>			
2802	RICHARD H BALOG					
			302.46	04/05/2013	000000904130405112639	IL Garn - R. Balog Payable
	RICHARD H BALOG Total		<u>302.46</u>			
2803	MATTHEW WILSON					
			100.32	03/28/2013	032013	PANTS BALANCE
	MATTHEW WILSON Total		<u>100.32</u>			
2843	INTERNAL REVENUE SERVICE					
			198.30	04/05/2013	000000554130405112639	Garnishment Levy - Federal
	INTERNAL REVENUE SERVICE Total		<u>198.30</u>			
2869	HOERR CONSTRUCTION INC					
		73977	209,641.70	03/28/2013	113-087	PAY REQUEST #2
	HOERR CONSTRUCTION INC Total		<u>209,641.70</u>			
2874	CAROLYN L SHANNON					
			2,000.00	04/04/2013	1010	COMM WBST DRUPAL IMPLMNTN
	CAROLYN L SHANNON Total		<u>2,000.00</u>			
2881	SERVER SUPPLY.COM INC					
		74994	180.00	03/28/2013	2097901	CILSCO SWITCHES
		75152	480.00	04/04/2013	2108602	SWITCH REPLACEMENTS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75005	360.00	03/28/2013	2098540	CISCO SWITCHES
	SERVER SUPPLY.COM INC Total		<u>1,020.00</u>			
2883	ADVANCED DISPOSAL SERVICES					
		74177	1,156.31	03/28/2013	T00000881511	SVC 3-1 TO 3-31
	ADVANCED DISPOSAL SERVICES Total		<u>1,156.31</u>			
2892	LIFTWORKS INC					
		75083	375.00	04/04/2013	191907	SKYJACK RENTAL MARCH 2013
	LIFTWORKS INC Total		<u>375.00</u>			
2893	LEONARD MARR INC					
		74999	602.04	04/04/2013	20056	ANCHORS
	LEONARD MARR INC Total		<u>602.04</u>			
2916	HAYDEN AND COMPANY					
		74637	1,955.00	04/04/2013	5035	FIRE HOSE
	HAYDEN AND COMPANY Total		<u>1,955.00</u>			
2919	GRYPHON TRAINING GROUP INC					
			260.00	03/28/2013	050213	TUITION GATLIN/TYNAN MAY 2013
	GRYPHON TRAINING GROUP INC Total		<u>260.00</u>			
2929	FOOTE MIELKE CHAVEZ & O'NEIL					
		74967	925.00	03/28/2013	1178	SVC T J JENSEN
	FOOTE MIELKE CHAVEZ & O'NEIL Total		<u>925.00</u>			
2930	TCT MED CORP					
		74968	404.20	03/28/2013	64781	BATTERIES & ICE PACKS
		74920	413.00	04/04/2013	46791	MISC SUPPLIES
	TCT MED CORP Total		<u>817.20</u>			
2934	INDEPENDENT STATIONERS INC					
		74712	36.26	03/28/2013	IN-000283298	OFFICE SUPPLIES
	INDEPENDENT STATIONERS INC Total		<u>36.26</u>			
2936	SQUARE M CO INC					
		74978	4,122.00	04/04/2013	12-09173	JIB CRANE
	SQUARE M CO INC Total		<u>4,122.00</u>			
999000167	JOHN B SETTLE					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			1,409.00	03/28/2013	SETTLE	ONLINE PAYMENT CORRECTION
	JOHN B SETTLE Total		<u>1,409.00</u>			
999000168	LEWIS ZANONI		51.50	03/28/2013	42385	DOUBLE PAYMENT
	LEWIS ZANONI Total		<u>51.50</u>			
999000171	WILL COUNTY CLERK		10.00	04/04/2013	040213JC	NOTARY J CICCI
	WILL COUNTY CLERK Total		<u>10.00</u>			
	<b>Grand Total:</b>		<u><b>2,428,970.13</b></u>			

The above expenditures have been approved for payment:

_____	_____
Chairman, Government Operations Committee	Date
_____	_____
Vice Chairman, Government Operations Committee	Date
_____	_____
Finance Director	Date

4/22/2013

**City of St. Charles  
EXPENDITURE APPROVAL LIST**

4/8/2013 - 4/19/2013

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
114	DG HARDWARE	71957	25.49	04/11/2013	54003/F	FASTNERS TOGGLE BOLT
		72673	15.73	04/18/2013	54076/F	MISC SUPPLIES
		72673	32.76	04/18/2013	54098/F	MISC SUPPLIES
		<b>DG HARDWARE Total</b>		<b>73.98</b>		
139	AFLAC		15.42	04/19/2013	ACAN130419114529HR	AFLAC Cancer Insurance
			24.92	04/19/2013	ACAN130419114529IS (	AFLAC Cancer Insurance
			181.28	04/19/2013	ACAN130419114529PD	AFLAC Cancer Insurance
			154.67	04/19/2013	ACAN130419114529PW	AFLAC Cancer Insurance
			25.20	04/19/2013	ADIS130419114529FD (	AFLAC Disability and STD
			26.21	04/19/2013	ADIS130419114529FN (	AFLAC Disability and STD
			32.46	04/19/2013	ASPE130419114529PD	AFLAC Specified Event (PRP)
			81.36	04/19/2013	ASPE130419114529PW	AFLAC Specified Event (PRP)
			42.48	04/19/2013	AVOL130419114529FN	AFLAC Voluntary Indemnity
			136.94	04/19/2013	AVOL130419114529PD	AFLAC Voluntary Indemnity
			21.46	04/19/2013	AVOL130419114529PW	AFLAC Voluntary Indemnity
			27.89	04/19/2013	APAC130419114529FD	AFLAC Personal Accident
			36.30	04/19/2013	APAC130419114529FN	AFLAC Personal Accident
			18.78	04/19/2013	APAC130419114529IS (	AFLAC Personal Accident
			123.44	04/19/2013	APAC130419114529PD	AFLAC Personal Accident
			36.18	04/19/2013	APAC130419114529PW	AFLAC Personal Accident
			13.57	04/19/2013	ASPE130419114529FN	AFLAC Specified Event (PRP)
			163.33	04/19/2013	ADIS130419114529PD (	AFLAC Disability and STD
			63.47	04/19/2013	ADIS130419114529PW	AFLAC Disability and STD
			8.10	04/19/2013	AHIC130419114529FD (	AFLAC Hospital Intensive Care
			8.10	04/19/2013	AHIC130419114529FN (	AFLAC Hospital Intensive Care
			16.20	04/19/2013	AHIC130419114529PD (	AFLAC Hospital Intensive Care
			103.24	04/19/2013	AHIC130419114529PW	AFLAC Hospital Intensive Care
	<b>AFLAC Total</b>		<b>1,361.00</b>			
145	AIR ONE EQUIPMENT INC	75036	830.00	04/18/2013	86684	MISC SUPPLIES
		75073	1,138.80	04/18/2013	86689	MISC SUPPLIES
		75000	2,086.25	04/18/2013	86726	MISC SUPPLIES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75075	550.50	04/18/2013	86727	MISC SUPPLIES
		75000	758.80	04/18/2013	86728	MISC SUPPLIES
		75074	1,199.60	04/18/2013	86750	MISC SUPPLIES
		75179	897.00	04/18/2013	86912	PAC IRONSLOK KIT
		75075	348.40	04/18/2013	86913	MISC SUPPLIES
		75036	103.25	04/18/2013	86752	MISC SUPPLIES
		75035	1,953.00	04/18/2013	86753	MISC SUPPLIES
		75000	526.45	04/18/2013	86811	MISC SUPPLIES
		75153	1,854.35	04/18/2013	86835	MISC SUPPLIES
		75154	269.00	04/18/2013	86836	AKRON BRACKET
		75180	475.00	04/18/2013	86837	EMERGENCY HOOD RELEASE TOC
	<b>AIR ONE EQUIPMENT INC Total</b>		<b><u>12,990.40</u></b>			
<b>161</b>	<b>ARMY TRAIL TIRE &amp; SERVICE</b>					
		75225	397.02	04/18/2013	290383	INVENTORY ITEMS
	<b>ARMY TRAIL TIRE &amp; SERVICE Total</b>		<b><u>397.02</u></b>			
<b>191</b>	<b>AMERICAN MESSAGING</b>					
			22.06	04/18/2013	U1238102ND	SVC 4-15 TO 5-14-13
	<b>AMERICAN MESSAGING Total</b>		<b><u>22.06</u></b>			
<b>221</b>	<b>ANDERSON PEST CONTROL</b>					
			518.70	04/18/2013	2479461	SVC APRIL 2013
	<b>ANDERSON PEST CONTROL Total</b>		<b><u>518.70</u></b>			
<b>246</b>	<b>AQUA BACKFLOW INC</b>					
		72625	1,273.00	04/18/2013	2013-00140	ONLINE BACKFLOW TRACKING PR
	<b>AQUA BACKFLOW INC Total</b>		<b><u>1,273.00</u></b>			
<b>250</b>	<b>ARCHON CONSTRUCTION CO</b>					
		72319	60,973.27	04/18/2013	1205007	STERN AVE JOB
	<b>ARCHON CONSTRUCTION CO Total</b>		<b><u>60,973.27</u></b>			
<b>254</b>	<b>ARISTA INFORMATION SYSTEMS INC</b>					
		72059	5,227.53	04/18/2013	1330201304	MONTHLY BILLING POSTAGE
		72059	1,924.04	04/18/2013	14640	MONTHLY BILLING PRINTING
	<b>ARISTA INFORMATION SYSTEMS INC Total</b>		<b><u>7,151.57</u></b>			
<b>272</b>	<b>ASK ENTERPRISES &amp; SON INC</b>					
		75258	3,960.00	04/18/2013	22458	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ASK ENTERPRISES & SON INC Total		<u>3,960.00</u>			
279	ATLAS CORP & NOTARY SUPPLY CO		19.70	04/11/2013	040813CG	CONNIE GOETZ
			39.00	04/11/2013	040813DK	DAVID KINTZ
			39.00	04/11/2013	040813MG	MICHAEL GRIESBAUM
			39.00	04/11/2013	040813SC	SCOTT CORYELL
			39.00	04/18/2013	041213SH	S HEIKE
	ATLAS CORP & NOTARY SUPPLY CO Total		<u>175.70</u>			
284	ILLINOIS BELL TELEPHONE CO		45.00	04/18/2013	040513	VLAN 248 SVC 4-6 TO 5-5-13
	ILLINOIS BELL TELEPHONE CO Total		<u>45.00</u>			
285	AT&T		1,328.94	04/18/2013	5702260209	SVC 4-5 TO 5-4-13
	AT&T Total		<u>1,328.94</u>			
297	AV OVERHEAD DOOR	75284	906.00	04/18/2013	22736	REPAIR DOOR E PUBLIC WORKS
	AV OVERHEAD DOOR Total		<u>906.00</u>			
298	AWARDS CONCEPTS	71927	41.89	04/18/2013	I0279195	CAROLYN SHANNON AWARDS
		71927	126.08	04/18/2013	I0279243	WILLIAM TYNAN AWARDS
	AWARDS CONCEPTS Total		<u>167.97</u>			
320	CITY OF BATAVIA		11,906.55	04/11/2013	MISC000141	ANNUAL MAINTENANCE
	CITY OF BATAVIA Total		<u>11,906.55</u>			
334	TONY BELLAFFIORE		160.87	04/18/2013	041213	UNIFORM SHIRTS
	TONY BELLAFFIORE Total		<u>160.87</u>			
338	AIRGAS NORTH CENTRAL		451.85	04/18/2013	9908917302	MONTHLY BILLING
	AIRGAS NORTH CENTRAL Total		<u>451.85</u>			
369	BLUE GOOSE SUPER MARKET INC	75351	26.28	04/11/2013	006048061122	FOOD FIRE DEPT

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	BLUE GOOSE SUPER MARKET INC Total		<u>26.28</u>			
396	BROWNELLS INC	75186	243.62	04/18/2013	08758713.00	MISC POLICE SUPPLIES
	BROWNELLS INC Total		<u>243.62</u>			
413	MIKE BURNETT		615.47	04/18/2013	041513	AWPCO CONF REIMB 4-15-13
	MIKE BURNETT Total		<u>615.47</u>			
429	SEDGWICK CLAIMS	71931	500.00	04/11/2013	B1009113	SERVICES THRU 5/5/13
	SEDGWICK CLAIMS Total		<u>500.00</u>			
431	CAPITAL INFRASTRUCTURE GRP LLC		3,000.00	04/18/2013	465	CONSULTING FOR APRIL 2013
	CAPITAL INFRASTRUCTURE GRP LLC Total		<u>3,000.00</u>			
442	CLIFF CARRIGNAN		35.00	04/11/2013	040813	MARCH INTERNET 2013
	CLIFF CARRIGNAN Total		<u>35.00</u>			
446	CARGILL INC SALT DIVISION	14	5,546.95	04/18/2013	2901068325	DEICER SALT
		14	9,824.67	04/18/2013	2901068712	DEICER SALT
		14	4,119.06	04/18/2013	2901068716	DEICER SALT
		14	16,879.74	04/18/2013	2901071970	DEICER SALT
		14	4,265.14	04/18/2013	2901072205	DEICER SALT
	CARGILL INC SALT DIVISION Total		<u>40,635.56</u>			
467	PAHCS II		36.00	04/18/2013	140295	POST OFFER DRUG SCREEN
	PAHCS II Total		<u>36.00</u>			
471	MIKE CEDERGREN		159.52	04/11/2013	040213	BOOT ALLOWANCE
	MIKE CEDERGREN Total		<u>159.52</u>			
491	CHADS TOWING & RECOVERY INC	71962	140.00	04/11/2013	43044	TOWING CHARGES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	CHADS TOWING & RECOVERY INC Total		<u>140.00</u>			
508	WEST PAYMENT CENTER					
		72052	352.80	04/18/2013	826959133	MONTHLY CHARGES POLICE
	WEST PAYMENT CENTER Total		<u>352.80</u>			
512	NORTHWEST NEWS GROUP					
		75053	2,867.20	04/11/2013	130061-0313	PUBLICATION NOTICES
		72155	579.60	04/11/2013	130061-0313A	PUBLICATIONS
	NORTHWEST NEWS GROUP Total		<u>3,446.80</u>			
517	CINTAS CORPORATION					
		71907	29.59	04/18/2013	344576083	FLEET DEPT UNIFORMS
	CINTAS CORPORATION Total		<u>29.59</u>			
542	COFFMAN TRUCK SALES INC					
		75212	424.47	04/18/2013	1000791389	IMPACT WRENCH
	COFFMAN TRUCK SALES INC Total		<u>424.47</u>			
555	COM ED					
			742.24	04/11/2013	7646169018 APR 3 2013	MAR/APR CHARGES 2013
	COM ED Total		<u>742.24</u>			
561	COMBINED CHARITIES CAMPAIGN					
			11.85	04/19/2013	CCCA130419114529ED	Combined Charities Campaign
			20.00	04/19/2013	CCCA130419114529FD	Combined Charities Campaign
			129.85	04/19/2013	CCCA130419114529FN	Combined Charities Campaign
			8.00	04/19/2013	CCCA130419114529HR	Combined Charities Campaign
			5.00	04/19/2013	CCCA130419114529IS	Combined Charities Campaign
			48.46	04/19/2013	CCCA130419114529PD	Combined Charities Campaign
			20.77	04/19/2013	CCCA130419114529PW	Combined Charities Campaign
	COMBINED CHARITIES CAMPAIGN Total		<u>243.93</u>			
562	COMPLETE VENDING SERVICE INC					
		75159	166.29	04/18/2013	13739	COFFEE SUPPLIES
	COMPLETE VENDING SERVICE INC Total		<u>166.29</u>			
563	CDW GOVERNMENT INC					
		75187	738.45	04/18/2013	BJ26284	PW NBD PROLIANT
	CDW GOVERNMENT INC Total		<u>738.45</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO. NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
564	COMCAST OF CHICAGO INC		19.16	04/11/2013	032513FD	MONTHLY BILLING
			17.03	04/18/2013	041213PD	MONTHLY BILLING
	COMCAST OF CHICAGO INC Total		<u>36.19</u>			
579	COMMUNICATIONS DIRECT INC					
		75048	15.00	04/18/2013	SR101214	LABOR
		75048	54.25	04/11/2013	SR101215	REPAIR LOW AUDIO
		75048	15.00	04/18/2013	SR101216	LABOR
	COMMUNICATIONS DIRECT INC Total		<u>84.25</u>			
673	DENICE BROGAN					
			42.60	04/11/2013	041713	PER DIEM LABOR ARBITRATION
	DENICE BROGAN Total		<u>42.60</u>			
689	WILLIAM DEVEREAUX					
			105.00	04/18/2013	033013	SAFETY GLASSES
			264.48	04/18/2013	040813	PANTS ALLOWANCE
	WILLIAM DEVEREAUX Total		<u>369.48</u>			
698	KIM DIEHL					
			43.85	04/11/2013	040913	PREMIUMS SUPP SPOUSE INS
	KIM DIEHL Total		<u>43.85</u>			
710	DISCOUNT TIRE					
		75195	7.00	04/18/2013	91710	WHEEL WEIGHT
	DISCOUNT TIRE Total		<u>7.00</u>			
750	DUKANE CONTRACT SERVICES					
		71979	2,200.00	04/18/2013	120919	SVC APRIL 2013
		71979	4,960.00	04/18/2013	120920	SVC APRIL 2013
		71979	5,350.00	04/18/2013	120921	SVC APRIL 2013
		71979	6,657.00	04/18/2013	120922	SVC APRIL 2013
		71979	1,500.00	04/18/2013	120948	SVC APRIL 2013
		71979	1,500.00	04/18/2013	120964	MONTHLY BILLING
	DUKANE CONTRACT SERVICES Total		<u>22,167.00</u>			
776	HD SUPPLY WATERWORKS					
			90.00	04/11/2013	6081768	FIVE BUCKLE SHOE
		75123	229.00	04/18/2013	6407545	INVENTORY ITEMS
		75161	201.64	04/18/2013	6414046	ALTERNATING RELAY

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO. NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HD SUPPLY WATERWORKS Total		<u>520.64</u>			
789	HD SUPPLY POWER SOLUTIONS LTD					
		75124	139.50	04/18/2013	2236417-01	INVENTORY ITEMS
		75173	329.70	04/18/2013	2238547-00	INVENTORY ITEMS
		75173	824.25	04/18/2013	2238547-01	INVENTORY ITEMS
	HD SUPPLY POWER SOLUTIONS LTD Total		<u>1,293.45</u>			
790	ELGIN PAPER CO					
		75174	224.16	04/18/2013	556402	INVENTORY ITEMS
	ELGIN PAPER CO Total		<u>224.16</u>			
815	ENGINEERING ENTERPRISES INC					
		75358	292.50	04/18/2013	52369	WELLS 3 & 4 LAWSUIT CONSULTIN
	ENGINEERING ENTERPRISES INC Total		<u>292.50</u>			
820	ENVIRONMENTAL RESOURCE ASSOC					
		74850	278.33	04/18/2013	683392	POTABLE WATR COLIFORM
	ENVIRONMENTAL RESOURCE ASSOC Total		<u>278.33</u>			
826	BORDER STATES					
		74352	473.51	04/18/2013	905437341	INVENTORY ITEMS
		75126	62.86	04/18/2013	905449430	INVENTORY ITEMS
		75126	26.31	04/18/2013	905455495	INVENTORY ITEMS
		75230	48.23	04/18/2013	905461340	INVENTORY ITEMS
	BORDER STATES Total		<u>610.91</u>			
858	FEDERAL EXPRESS CORP					
			110.71	04/18/2013	2-235-35966	SHIPPING
	FEDERAL EXPRESS CORP Total		<u>110.71</u>			
859	FEECE OIL CO					
		75251	1,159.40	04/18/2013	1285847	INVENTORY ITEMS
		75251	1,045.31	04/18/2013	3244184	INVENTORY ITEMS
		75251	1,922.80	04/18/2013	3244185	INVENTORY ITEMS
	FEECE OIL CO Total		<u>4,127.51</u>			
866	JEFF FINLEY					
			436.05	04/11/2013	040213	WEAPON PURCHASE
			436.05	04/11/2013	040213	UNIFORM ALLOWANCE

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	JEFF FINLEY Total		<u>872.10</u>			
870	FIRE PENSION FUND					
			199.82	04/19/2013	FP1%130419114529FD	Fire Pension 1% Fee
			626.45	04/19/2013	FRP2130419114529FD	Fire Pension Tier 2
			14,640.84	04/19/2013	FRPN130419114529FD	Fire Pension
	FIRE PENSION FUND Total		<u>15,467.11</u>			
879	FIREGROUND SUPPLY INC					
		75306	62.25	04/18/2013	10857	MOUNTAINEER JACKET HAGERTY
	FIREGROUND SUPPLY INC Total		<u>62.25</u>			
885	THE FITNESS CONNECTION CO					
		75164	1,076.75	04/18/2013	03291302	MISC SUPPLIES
	THE FITNESS CONNECTION CO Total		<u>1,076.75</u>			
902	FOREMOST PROMOTIONS					
		75213	104.87	04/18/2013	205324	PENCIL TOPPERS
	FOREMOST PROMOTIONS Total		<u>104.87</u>			
922	FOX RIVER STUDY GROUP					
			6,700.00	04/18/2013	021113	WATER QUALITY STUDY
	FOX RIVER STUDY GROUP Total		<u>6,700.00</u>			
932	CIT					
		71911	310.44	04/18/2013	16087159	TANK VEH 1902
	CIT Total		<u>310.44</u>			
944	GALLS AN ARAMARK COMPANY					
			-140.00	04/18/2013	000219282	RETURN BOOTS
		71964	119.50	04/18/2013	000451703	UNIFORMS
		75206	203.88	04/18/2013	000504845	GALLS LED TRAFFIC BATON
	GALLS AN ARAMARK COMPANY Total		<u>183.38</u>			
962	JOHN GESKE					
			255.68	04/11/2013	040213	BOOT/UNIFORM REIMBURSEMENT
	JOHN GESKE Total		<u>255.68</u>			
982	GLOCK INC					
		75040	70.00	04/18/2013	SLS/747731	RECOIL SPRING ASSY

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	GLOCK INC Total		<u>70.00</u>			
988	GORSKI & GOOD					
		72187	1,200.00	04/11/2013	22330	LEGAL MARCH 2013 COMM DEV
			1,356.79	04/11/2013	22331	LEGAL MARCH 2013 COM DEV
			900.00	04/11/2013	22332	LEGAL MARCH 2013 ENGINEERINC
			20.00	04/11/2013	22333	LEGAL MARCH 2013 FINANCE
			180.00	04/11/2013	22334	LEGAL MARCH 2013 FIRE DEPT
			3,222.73	04/11/2013	22335	LEGAL MARCH 2013 GEN MATTER
			500.00	04/18/2013	322-4813	LEGAL FEES LIQUOR VIOLATIONS
			1,100.00	04/11/2013	22336	LEGAL MARCH 2013 LIQUOR
			540.00	04/11/2013	22337	LEGAL MARCH 2013 PIEMONTE
		72122	440.00	04/11/2013	22338	LEGAL MARCH 2013 POLICE DEPT
			4,220.00	04/11/2013	22339	LEGAL MARCH 2013 PUBLIC WORK
			1,000.00	04/11/2013	22340	LEGAL MARCH 2013 RETAINER
			914.45	04/11/2013	22341	LEGAL MARCH 2013 UNION PACIFI
	GORSKI & GOOD Total		<u>15,593.97</u>			
998	STAN GRAY					
			137.59	04/18/2013	041113	SAFETY SHOES
	STAN GRAY Total		<u>137.59</u>			
999	MICHAEL J GRANDT					
			20.54	04/11/2013	040413	CLOTHING ALLOWANCE
	MICHAEL J GRANDT Total		<u>20.54</u>			
1036	HARRIS BANK NA					
			1,320.00	04/19/2013	UNF 130419114529FD (	Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,320.00</u>			
1066	STEVE HERRA					
			52.65	04/18/2013	032213	PANTS ALLOWANCE
	STEVE HERRA Total		<u>52.65</u>			
1078	HI-LINE UTILITY SUPPLY CO					
		75129	219.97	04/18/2013	1/B28340	INVENTORY ITEMS
	HI-LINE UTILITY SUPPLY CO Total		<u>219.97</u>			
1089	ARENDS HOGAN WALKER LLC					
		74961	475.70	04/18/2013	259839	V#1822 RO#47222

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	ARENDS HOGAN WALKER LLC Total		<u>475.70</u>			
1097	WM HORN STRUCTURAL STEEL CO					
		75207	50.00	04/18/2013	11705	FLATBARS
	WM HORN STRUCTURAL STEEL CO Total		<u>50.00</u>			
1104	HOVING PIT STOP INC					
		74211	95.00	04/18/2013	1955	STORAGE UNIT RENTAL
		72383	9,909.50	04/18/2013	6717	RESIDENTIAL STREET SWEEPING
	HOVING PIT STOP INC Total		<u>10,004.50</u>			
1106	HSBC BUSINESS SOLUTIONS					
		75349	75.98	04/11/2013	30584	WELLNESS FAIR FOOD
		72054	989.94	04/18/2013	310121222000	VIZIO TV FOR POLICE DEPT
		75333	29.47	04/18/2013	310223382000	COFFEE SUPPLIES
		75292	119.88	04/18/2013	310223382000A	INVENTORY ITEMS
		75393	139.86	04/18/2013	310631752000	INVENTORY ITEMS
		75379	107.33	04/18/2013	310631752000A	MISC COFFEE SUPPLIES FINANCE
	HSBC BUSINESS SOLUTIONS Total		<u>1,462.46</u>			
1113	HUFF & HUFF INC					
		74184	196.93	04/11/2013	1208094	SERVICE THRU AUG 25 2012
	HUFF & HUFF INC Total		<u>196.93</u>			
1133	IBEW LOCAL 196					
			145.39	04/19/2013	UNE 130419114529PW	Union Due - IBEW
			540.68	04/19/2013	UNEW130419114529PW	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		<u>686.07</u>			
1135	AT&T					
			4,510.89	04/11/2013	8188140201	MARCH BILLING 2013
	AT&T Total		<u>4,510.89</u>			
1136	ICMA RETIREMENT CORP					
			1,134.80	04/19/2013	041913	ICMA PLAN 109830
			114.92	04/19/2013	A4PC130419114529PD	401 A employee deduction - %
			147.32	04/19/2013	C401130419114529CA (	401A Savings Plan Company
			376.56	04/19/2013	C401130419114529CD (	401A Savings Plan Company
			133.83	04/19/2013	C401130419114529ED (	401A Savings Plan Company
			341.09	04/19/2013	C401130419114529FD (	401A Savings Plan Company
			60.00	04/19/2013	RTHA130419114529HR	Roth 457 - Dollar Amount

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			1,325.94	04/19/2013	RTHA130419114529IS (	Roth 457 - Dollar Amount
			1,326.92	04/19/2013	RTHA130419114529PW	Roth 457 - Dollar Amount
			125.00	04/19/2013	ROTH130419114529FD	Roth IRA Deduction
			292.30	04/19/2013	ROTH130419114529HR	Roth IRA Deduction
			350.00	04/19/2013	ROTH130419114529PD	Roth IRA Deduction
			733.67	04/19/2013	ROTH130419114529PW	Roth IRA Deduction
			10.00	04/19/2013	RTHA130419114529CD	Roth 457 - Dollar Amount
			50.00	04/19/2013	RTHA130419114529FD	Roth 457 - Dollar Amount
			109.97	04/19/2013	ICMP130419114529ED (	ICMA Deductions - Percent
			1,309.91	04/19/2013	ICMP130419114529FD (	ICMA Deductions - Percent
			655.45	04/19/2013	ICMP130419114529FN (	ICMA Deductions - Percent
			601.67	04/19/2013	ICMP130419114529IS 0	ICMA Deductions - Percent
			909.38	04/19/2013	ICMP130419114529PD (	ICMA Deductions - Percent
			1,055.02	04/19/2013	ICMP130419114529PW	ICMA Deductions - Percent
			770.00	04/19/2013	ICMA130419114529HR	ICMA Deductions - Dollar Amt
			750.00	04/19/2013	ICMA130419114529IS 0	ICMA Deductions - Dollar Amt
			8,283.69	04/19/2013	ICMA130419114529PD (	ICMA Deductions - Dollar Amt
			5,293.47	04/19/2013	ICMA130419114529PW	ICMA Deductions - Dollar Amt
			453.99	04/19/2013	ICMP130419114529CA (	ICMA Deductions - Percent
			234.83	04/19/2013	ICMP130419114529CD	ICMA Deductions - Percent
			591.62	04/19/2013	E401130419114529PD (	401A Savings Plan Employee
			651.57	04/19/2013	E401130419114529PW	401A Savings Plan Employee
			1,035.00	04/19/2013	ICMA130419114529CD	ICMA Deductions - Dollar Amt
			150.00	04/19/2013	ICMA130419114529ED (	ICMA Deductions - Dollar Amt
			2,128.84	04/19/2013	ICMA130419114529FD (	ICMA Deductions - Dollar Amt
			1,773.08	04/19/2013	ICMA130419114529FN (	ICMA Deductions - Dollar Amt
			376.56	04/19/2013	E401130419114529CD (	401A Savings Plan Employee
			133.83	04/19/2013	E401130419114529ED (	401A Savings Plan Employee
			341.09	04/19/2013	E401130419114529FD (	401A Savings Plan Employee
			532.50	04/19/2013	E401130419114529FN (	401A Savings Plan Employee
			219.16	04/19/2013	E401130419114529HR (	401A Savings Plan Employee
			366.66	04/19/2013	E401130419114529IS 0	401A Savings Plan Employee
			504.57	04/19/2013	C401130419114529FN (	401A Savings Plan Company
			219.16	04/19/2013	C401130419114529HR (	401A Savings Plan Company
			366.66	04/19/2013	C401130419114529IS 0	401A Savings Plan Company
			591.62	04/19/2013	C401130419114529PD (	401A Savings Plan Company
			679.50	04/19/2013	C401130419114529PW	401A Savings Plan Company
			147.32	04/19/2013	E401130419114529CA (	401A Savings Plan Employee

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	ICMA RETIREMENT CORP Total		<u>37,758.47</u>			
1140	IDEXX DISTRIBUTION INC	75254	160.52	04/18/2013	267341129	VESSELS W/SB AND ST
	IDEXX DISTRIBUTION INC Total		<u>160.52</u>			
1175	MARBERRY CLEANERS &	71823	7.50	04/18/2013	040113	CLEANING POLICE DEPT
	MARBERRY CLEANERS & Total		<u>7.50</u>			
1215	ILLINOIS MUNICIPAL UTILITIES		2,982,091.06	04/18/2013	041813	IMEA MARCH ELECTRIC BILL
			185.00	04/18/2013	051513	CONFERENCE T BRUHL MAY 2013
	ILLINOIS MUNICIPAL UTILITIES Total		<u>2,982,276.06</u>			
1225	INSIGHT PUBLIC SECTOR	75196	115.93	04/18/2013	1100307464	SWIVEL FLASHDRIVE
	INSIGHT PUBLIC SECTOR Total		<u>115.93</u>			
1240	INTERSTATE BATTERY SYSTEM OF	75202	329.85	04/18/2013	60201689	INVENTORY ITEMS
	INTERSTATE BATTERY SYSTEM OF Total		<u>329.85</u>			
1275	JAMES D SKAAR LAW OFFICES		383.48	04/11/2013	032513	LEGAL SERVICES 919 S 2ND ST
	JAMES D SKAAR LAW OFFICES Total		<u>383.48</u>			
1313	KANE COUNTY RECORDERS OFFICE		64.00	04/11/2013	288572	LIEN 1007 W MAIN ST
	KANE COUNTY RECORDERS OFFICE Total		<u>64.00</u>			
1325	KANE COUNTY CLERK		5.00	04/18/2013	26112	RECORD NOTARY COMM
	KANE COUNTY CLERK Total		<u>5.00</u>			
1334	KANE COUNTY ANIMAL CONTROL	71830	300.00	04/18/2013	040913	BILLING MARCH 2013
	KANE COUNTY ANIMAL CONTROL Total		<u>300.00</u>			
1353	SUSAN KEMPH		281.39	04/11/2013	040913	PETTY CASH REIMBURSEMENT

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	SUSAN KEMPH Total		<u>281.39</u>			
1403	WEST VALLEY GRAPHICS & PRINT					
		72051	263.00	04/18/2013	8644	TOW REPORTS
	WEST VALLEY GRAPHICS & PRINT Total		<u>263.00</u>			
1440	LAW OFFICES OF J C BROIHIER					
			120.00	04/18/2013	1346	SOTOS LITIGATION MARCH 2013
	LAW OFFICES OF J C BROIHIER Total		<u>120.00</u>			
1450	LEE JENSEN SALES CO INC					
		75103	2,493.00	04/18/2013	127342	HALOGEN LIGHTING
	LEE JENSEN SALES CO INC Total		<u>2,493.00</u>			
1456	MAUREEN LEWIS					
			70.00	04/18/2013	041213	MONTHLY INTERNET FEB/MAR 201
	MAUREEN LEWIS Total		<u>70.00</u>			
1461	J C LICHT CO					
		75054	35.88	04/18/2013	1205-61678	MISC PAINT SUPPLIES
	J C LICHT CO Total		<u>35.88</u>			
1482	ARTHUR J LOOTENS & SON INC					
		71904	516.00	04/18/2013	FDIN7214	DUMPING CHARGES
		71904	1,612.50	04/18/2013	FDIN7223	CLEAN FILL
	ARTHUR J LOOTENS & SON INC Total		<u>2,128.50</u>			
1489	LOWES					
		71897	57.24	04/18/2013	01083	MISC SUPPLIES PUBLIC SERVICES
		71955	49.17	04/18/2013	02007	MISC SUPPLIES PUBLIC SERVICES
		72153	78.30	04/18/2013	02302	MISC WATER DEPT SUPPLIES
		72153	71.26	04/18/2013	02375A	MISC WATER DEPT SUPPLIES
		72153	176.39	04/18/2013	02460A	MISC WATER DEPT SUPPLIES
		71897	172.95	04/18/2013	02564C	MISC SMALL TOOLS
		75119	89.10	04/18/2013	02608	INVENTORY ITEMS
		72366	293.12	04/18/2013	02968	MISC SUPPLIES ELECTRIC DEPT
		71897	16.84	04/18/2013	10583	MISC WATER DEPT SUPPLIES
		71897	1.50	04/18/2013	10584	MISC WATER DEPT SUPPLIES
		75051	122.32	04/18/2013	97951	SMART TOOL 24" MODULE
	LOWES Total		<u>1,128.19</u>			

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1491	SCOTT LUDKE		506.70	04/18/2013	041413	SAFETY FOOTWEAR AND JEANS
	SCOTT LUDKE Total		<u>506.70</u>			
1503	MAC TOOLS	75255	18.59	04/18/2013	95124	5" C JAW VISE GRIP W/CUTTER
	MAC TOOLS Total		<u>18.59</u>			
1524	DAVE MARTIN		50.21	04/11/2013	040713	JEAN ALLOWANCE
	DAVE MARTIN Total		<u>50.21</u>			
1533	MARC KRESMERY CONSTRUCTION LLC	72339	25,187.96	04/11/2013	2 & FINAL	
	MARC KRESMERY CONSTRUCTION LLC Total		<u>25,187.96</u>			
1544	PAUL MARSCHINKE		75.00	04/18/2013	041513	CDL RENEWAL
	PAUL MARSCHINKE Total		<u>75.00</u>			
1550	MASCAL ELECTRIC INC	75320	163.50	04/18/2013	1313694	REPLACE BACKUP BATTERY
		75320	327.00	04/18/2013	1313695	REPAIR POLE LIGHT
	MASCAL ELECTRIC INC Total		<u>490.50</u>			
1564	MICHAEL MCCOWAN		172.73	04/11/2013	040913	PREMIUMS SUPP SPOUSE INS
	MICHAEL MCCOWAN Total		<u>172.73</u>			
1567	BRIDGET MCCOWAN		154.60	04/11/2013	040913	PREMIUMS SUPP SPOUSE INS
	BRIDGET MCCOWAN Total		<u>154.60</u>			
1582	MCMaster CARR SUPPLY CO	75031	606.03	04/18/2013	48846295	HOSE REEL FOR 1/2" HOSE
	MCMaster CARR SUPPLY CO Total		<u>606.03</u>			
1585	MEADE ELECTRIC COMPANY INC	72373	1,234.00	04/18/2013	658982	TRAFFIC SIGNAL MAINTENANCE
	MEADE ELECTRIC COMPANY INC Total		<u>1,234.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO_NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1588	THOMAS M MEDERNACH		140.00	04/18/2013	040713	BOOT REIMBURSEMENT
	THOMAS M MEDERNACH Total		<u>140.00</u>			
1592	JOEL MEETER		172.48	04/18/2013	040813	BOOT REIMBURSEMENT
	JOEL MEETER Total		<u>172.48</u>			
1601	MICHAEL MERTES		809.89	04/11/2013	040813	REIMBURSEMENT CONFERENCE
			65.38	04/18/2013	040913	BUSINESS LUNCH
	MICHAEL MERTES Total		<u>875.27</u>			
1613	METROPOLITAN ALLIANCE OF POL		880.00	04/19/2013	UNP 130419114529PD (	Union Dues - IMAP
			99.00	04/19/2013	UNPS130419114529PD	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		<u>979.00</u>			
1614	MEYER MATERIAL	72348	297.75	04/18/2013	704076266	200 DEVEREAUX WAY
	MEYER MATERIAL Total		<u>297.75</u>			
1645	CHRISTOPHER MINICK		165.57	04/11/2013	100412	PER DIEM GFOA CONFERENCE
	CHRISTOPHER MINICK Total		<u>165.57</u>			
1651	MNJ TECHNOLOGIES DIRECT INC	74620	149.00	04/11/2013	0003235356	MISC SUPPLIES
	MNJ TECHNOLOGIES DIRECT INC Total		<u>149.00</u>			
1655	MONROE TRUCK EQUIPMENT	74987	120.87	04/18/2013	5237845	MISC PARTS
	MONROE TRUCK EQUIPMENT Total		<u>120.87</u>			
1664	TIM MORAN		140.00	04/11/2013	040613	SAFETY FOOTWEAR
	TIM MORAN Total		<u>140.00</u>			
1669	MOTOROLA INC	74958	546.00	04/11/2013	76576567	LABOR AND MATERIAL

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	MOTOROLA INC Total		<u>546.00</u>			
1686	NAPA AUTO PARTS	71903	89.99	04/18/2013	389953	BATTERY
	NAPA AUTO PARTS Total		<u>89.99</u>			
1704	NCPERS IL IMRF		8.00	04/19/2013	NCP2130419114529PD	NCPERS 2
			24.00	04/19/2013	NCP2130419114529PW	NCPERS 2
	NCPERS IL IMRF Total		<u>32.00</u>			
1745	NICOR		36.00	04/11/2013	0847 6 APR 4 2013	4400 ROYAL FOX DR
			119.08	04/18/2013	1000 1 APR 9 2013	SVC 3-8 TO 4-9-13
			29.06	04/18/2013	1000 2 APR 12 2013	650 PECK RD
			33.05	04/18/2013	1000 3 APR 5 2013	SS CRANE RD
			14,986.72	04/11/2013	8317 9 APR 2 2013	2 DEVEREAUX WAY
			87.01	04/18/2013	8642 6 APR 9 2013	SVC 3-8 TO 4-9-13
			339.60	04/18/2013	1000 4 APR 11 2013	2595 OAK ST
			34.72	04/18/2013	1000 8 APR 11 2013	3805 LINCOLN HWY
			30.60	04/18/2013	1968 1 APR 11 2013	101 S RANDALL RD
			435.20	04/18/2013	2485 8 APR 9 2013	SVC 3-8 TO 4-9-13
			33.98	04/11/2013	4625 3 APR 4 2013	2602 WOODWARD DR
			24.58	04/18/2013	5425 2 APR 4 2013	SVC 3-6 TO 4-4-13
	NICOR Total		<u>16,189.60</u>			
1747	NORTH AMERICAN SALT	75134	2,642.60	04/18/2013	70967252	BULT COARSE ROCK SALT
	NORTH AMERICAN SALT Total		<u>2,642.60</u>			
1775	RAY O'HERRON CO	71968	19.95	04/11/2013	1307450-IN	MISC POLICE DEPT UNIFORMS
	RAY O'HERRON CO Total		<u>19.95</u>			
1797	PACE SUBURBAN BUS	72317	5,692.30	04/18/2013	251723	SVC JANUARY 2013
	PACE SUBURBAN BUS Total		<u>5,692.30</u>			
1814	PATTEN INDUSTRIES INC	75233	415.10	04/11/2013	P50C0812529	INVENTORY ITEMS FILTER/ELEME

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	PATTEN INDUSTRIES INC Total		<u>415.10</u>			
1851	CHARLES PIERCE		1,810.00	04/11/2013	040513	TUITION REIMBURSEMENT
	CHARLES PIERCE Total		<u>1,810.00</u>			
1861	POLICE PENSION FUND		874.72	04/19/2013	PLP2130419114529PD	Police Pension Tier 2
			16,157.90	04/19/2013	PLPN130419114529PD	Police Pension
	POLICE PENSION FUND Total		<u>17,032.62</u>			
1890	LEGAL SHIELD		7.36	04/19/2013	PPLS130419114529CD	Pre-Paid Legal Services
			43.70	04/19/2013	PPLS130419114529FD	Pre-Paid Legal Services
			145.33	04/19/2013	PPLS130419114529PD	Pre-Paid Legal Services
	LEGAL SHIELD Total		<u>196.39</u>			
1898	PRIORITY PRODUCTS INC	71908	34.79	04/18/2013	826867	FLEET PARTS MARCH 2013
	PRIORITY PRODUCTS INC Total		<u>34.79</u>			
1900	PROVIDENT LIFE & ACCIDENT		26.76	04/19/2013	POPT130419114529FD	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		<u>26.76</u>			
1919	PUMP SUPPLY	75168	84.06	04/18/2013	33774-01	PRIMING RESERVOIR & CAP
	PUMP SUPPLY Total		<u>84.06</u>			
1925	QUALITY FASTENERS INC	75135	536.55	04/18/2013	16463	INVENTORY ITEMS
	QUALITY FASTENERS INC Total		<u>536.55</u>			
1946	RANDALL PRESSURE SYSTEMS INC	71917	471.16	04/18/2013	223001-0313	FLEET SUPLIES - MARCH 2013
	RANDALL PRESSURE SYSTEMS INC Total		<u>471.16</u>			
1947	RAPID PAC	75136	382.00	04/18/2013	87316	INVENTORY ITEMS BANDIT
	RAPID PAC Total		<u>382.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1953	RBS PACKAGING INC	75208	425.00	04/18/2013	2025260	INVENTORY ITEMS
	<b>RBS PACKAGING INC Total</b>		<b>425.00</b>			
1986	REHRIG PACIFIC CO	75101	2,012.50	04/18/2013	KE75668	18 GALLON 2ND GEN RECYCLE BII
	<b>REHRIG PACIFIC CO Total</b>		<b>2,012.50</b>			
2032	POMPS TIRE SERVICE INC	71918	513.89	04/18/2013	640008767	REPAIR VEH 1863
	<b>POMPS TIRE SERVICE INC Total</b>		<b>513.89</b>			
2036	NATHAN T ROSENTHAL	72340	240.00	04/18/2013	4136401	MONTHLY SERVICES
		72340	100.00	04/18/2013	4136402	SITE VISITS MARCH 2013
	<b>NATHAN T ROSENTHAL Total</b>		<b>340.00</b>			
2037	ROTARY CLUB OF ST CHARLES		170.00	04/11/2013	2604	3RD QTR DUES J LAMKIN
		72671	170.00	04/11/2013	2608	3RD QTR DUES K LIVERNOIS
			170.00	04/11/2013	2612	3RD QTR BILLING C MINICK
	<b>ROTARY CLUB OF ST CHARLES Total</b>		<b>510.00</b>			
2059	SCOTT R SANDERS		63.00	04/18/2013	042513	BYCTWD
	<b>SCOTT R SANDERS Total</b>		<b>63.00</b>			
2078	SEAN SCHLUCHTER		140.00	04/18/2013	040913	SAFETY FOOTWEAR
	<b>SEAN SCHLUCHTER Total</b>		<b>140.00</b>			
2099	RANDAL J SCOTT		198.04	04/11/2013	040613	CLOTHING/BOOT ALLOWANCE
	<b>RANDAL J SCOTT Total</b>		<b>198.04</b>			
2102	SEAGRAVE FIRE APPARATUS LLC	71920	103.56	04/18/2013	0078965	SVC E#103 VEH#1962
		71920	126.95	04/18/2013	0079404	SWITCH PRESSURE 60 PSI
			-121.53	04/18/2013	7025549	CREDIT INV#77802 & 78074
	<b>SEAGRAVE FIRE APPARATUS LLC Total</b>		<b>108.98</b>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2131	SHAKER ADVERTISING AGENCY INC		388.95	04/11/2013	A651830	POLICE JOB POSTING
			1,499.00	04/18/2013	A661240	FF/PM AD IN HERALD
	<b>SHAKER ADVERTISING AGENCY INC Total</b>		<b><u>1,887.95</u></b>			
2157	SISLERS ICE & DAIRY LTD	72047	71.50	04/18/2013	078742	ICE DELIVERY
	<b>SISLERS ICE &amp; DAIRY LTD Total</b>		<b><u>71.50</u></b>			
2163	SKYLINE TREE SERVICE &	73871	11,000.00	04/18/2013	1570	EAB PHASE II REMOVALS
		72323	3,766.00	04/18/2013	1571	MISC TREE SERVICES
	<b>SKYLINE TREE SERVICE &amp; Total</b>		<b><u>14,766.00</u></b>			
2165	JAMES SMITH		11.81	04/11/2013	040413	CLOTHING ALLOWANCE
	<b>JAMES SMITH Total</b>		<b><u>11.81</u></b>			
2171	SHURTS TOOL SERVICE	75139	52.95	04/18/2013	297631	INVENTORY ITEMS
	<b>SHURTS TOOL SERVICE Total</b>		<b><u>52.95</u></b>			
2193	TREASURER STATE OF ILLINOIS	75276	620,102.40	04/18/2013	105827	RED GATE RD
	<b>TREASURER STATE OF ILLINOIS Total</b>		<b><u>620,102.40</u></b>			
2195	ADAM STANDER		13.80	04/11/2013	041713	LUNCH EXPENSE
	<b>ADAM STANDER Total</b>		<b><u>13.80</u></b>			
2212	CITY OF ST CHARLES		207.00	04/19/2013	COR1130419114529FD	CORE 1500 Medical EE
			428.00	04/19/2013	COR1130419114529FN	CORE 1500 Medical EE
			70.50	04/19/2013	COR1130419114529HR	CORE 1500 Medical EE
			117.00	04/19/2013	COR1130419114529IS	CORE 1500 Medical EE
			303.00	04/19/2013	COR1130419114529PD	CORE 1500 Medical EE
			209.50	04/19/2013	COR1130419114529PW	CORE 1500 Medical EE
			95.93	04/19/2013	ESLR130419114529FN	Supplemental Life - EE Pd
			23.44	04/19/2013	ESLR130419114529HR	Supplemental Life - EE Pd
			44.70	04/19/2013	ESLR130419114529IS	Supplemental Life - EE Pd
			475.88	04/19/2013	ESLR130419114529PD	Supplemental Life - EE Pd

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			681.92	04/19/2013	ESLR130419114529PW	Supplemental Life - EE Pd
			10.53	04/19/2013	ESLE130419114529IS 0	Dep Life Spouse - EE Paid
			78.06	04/19/2013	ESLE130419114529PD	Dep Life Spouse - EE Paid
			144.91	04/19/2013	ESLE130419114529PW	Dep Life Spouse - EE Paid
			73.04	04/19/2013	ESLR130419114529CD	Supplemental Life - EE Pd
			3.62	04/19/2013	ESLR130419114529ED	Supplemental Life - EE Pd
			603.34	04/19/2013	ESLR130419114529FD	Supplemental Life - EE Pd
			11.28	04/19/2013	DLCH130419114529PW	Dependent Life - Child
			43.95	04/19/2013	ESLE130419114529CD	Dep Life Spouse - EE Paid
			7.25	04/19/2013	ESLE130419114529ED	Dep Life Spouse - EE Paid
			84.33	04/19/2013	ESLE130419114529FD 1	Dep Life Spouse - EE Paid
			33.80	04/19/2013	ESLE130419114529FN 1	Dep Life Spouse - EE Paid
			13.18	04/19/2013	ESLE130419114529HR	Dep Life Spouse - EE Paid
			3.22	04/19/2013	DLCH130419114529CD	Dependent Life - Child
			11.74	04/19/2013	DLCH130419114529FD	Dependent Life - Child
			2.42	04/19/2013	DLCH130419114529FN	Dependent Life - Child
			0.92	04/19/2013	DLCH130419114529HR	Dependent Life - Child
			1.61	04/19/2013	DLCH130419114529IS C	Dependent Life - Child
			10.24	04/19/2013	DLCH130419114529PD	Dependent Life - Child
			67.15	04/19/2013	DELE130419114529FN	City Dental Plan Pre - Tax EE
			20.42	04/19/2013	DELE130419114529HR	City Dental Plan Pre - Tax EE
			56.66	04/19/2013	DELE130419114529IS C	City Dental Plan Pre - Tax EE
			289.92	04/19/2013	DELE130419114529PD	City Dental Plan Pre - Tax EE
			432.86	04/19/2013	DELE130419114529PW	City Dental Plan Pre - Tax EE
			0.12	04/19/2013	DLCH130419114529CA	Dependent Life - Child
			3,161.43	04/19/2013	CORE130419114529PD	Medical BuyUp 750 EE
			3,381.98	04/19/2013	CORE130419114529PW	Medical BuyUp 750 EE
			7.91	04/19/2013	DELE130419114529CA	City Dental Plan Pre - Tax EE
			59.97	04/19/2013	DELE130419114529CD	City Dental Plan Pre - Tax EE
			4.60	04/19/2013	DELE130419114529ED	City Dental Plan Pre - Tax EE
			269.50	04/19/2013	DELE130419114529FD	City Dental Plan Pre - Tax EE
			125.57	04/19/2013	CORE130419114529CA	Medical BuyUp 750 EE
			1,079.86	04/19/2013	CORE130419114529CD	Medical BuyUp 750 EE
			2,796.26	04/19/2013	CORE130419114529FD	Medical BuyUp 750 EE
			485.01	04/19/2013	CORE130419114529FN	Medical BuyUp 750 EE
			233.48	04/19/2013	CORE130419114529HR	Medical BuyUp 750 EE
			510.42	04/19/2013	CORE130419114529IS 1	Medical BuyUp 750 EE
			194.40	04/19/2013	COR5130419114529ED	CityMed PreTax BuyUp 500 EE
			2,071.04	04/19/2013	COR5130419114529FD	CityMed PreTax BuyUp 500 EE

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			400.38	04/19/2013	COR5130419114529FN	CityMed PreTax BuyUp 500 EE
			347.52	04/19/2013	COR5130419114529IS (	CityMed PreTax BuyUp 500 EE
			2,094.82	04/19/2013	COR5130419114529PD	CityMed PreTax BuyUp 500 EE
			5,356.92	04/19/2013	COR5130419114529PW	CityMed PreTax BuyUp 500 EE
	<b>CITY OF ST CHARLES Total</b>		<b><u>27,242.51</u></b>			
<b>2217</b>	<b>ST CHARLES UNDERGROUND</b>					
			3,600.00	04/11/2013	040913	PROGRAM SUPPLIES TEEN CENTE
	<b>ST CHARLES UNDERGROUND Total</b>		<b><u>3,600.00</u></b>			
<b>2226</b>	<b>ST CHARLES NORTH HIGH SCHOOL</b>					
			2,000.00	04/11/2013	050413	POST PROM EVENT DONATION
	<b>ST CHARLES NORTH HIGH SCHOOL Total</b>		<b><u>2,000.00</u></b>			
<b>2228</b>	<b>CITY OF ST CHARLES</b>					
			59.12	04/18/2013	3313106561413	MONTHLY BILLING MARCH 2013
			80.00	04/18/2013	3313106721413	MONTHLY BILLING MARCH 2013
			59.03	04/18/2013	3313106802413	MONTHLY BILLING MARCH 2013
			397.75	04/18/2013	4609225600413	MONTHLY ELECTRIC MARCH 2013
			3,426.80	04/18/2013	4609225780413	MONTHLY BILLING MARCH 2013
	<b>CITY OF ST CHARLES Total</b>		<b><u>4,022.70</u></b>			
<b>2229</b>	<b>SOURCE ONE</b>					
		71926	183.98	04/11/2013	365714	MISC OFFICE SUPPLIES HR DEPT
		75193	249.70	04/18/2013	365829	OFFICE SUPPLIES FINANCE DEPT
		71925	188.42	04/18/2013	365837	MISC OFFICE SUPPLIES
		71925	14.99	04/18/2013	365854	MISC OFFICE SUPPLIES FIRE DEP'
		71925	86.88	04/18/2013	365859	MISC OFFICE SUPPLIES FIRE DEP'
		75224	118.65	04/18/2013	365978	INVENTORY ITEMS
		71822	209.51	04/18/2013	366017	MISC OFFICE SUPPLIES POLICE
	<b>SOURCE ONE Total</b>		<b><u>1,052.13</u></b>			
<b>2235</b>	<b>STEINER ELECTRIC COMPANY</b>					
		75141	320.00	04/18/2013	004282027003	INVENTORY ITEMS
		71812	448.52	04/18/2013	004287608001	MISC WATER DEPT SUPPLIES
		71812	107.46	04/18/2013	004287711001	MISC PARTS
		71812	33.60	04/18/2013	004287887001	OT KO SEAL
		71812	56.23	04/18/2013	004287887002	MISC WATER DEPT SUPPLIES
	<b>STEINER ELECTRIC COMPANY Total</b>		<b><u>965.81</u></b>			

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2241	JEFF STENGLER		7.33	04/11/2013	040513	LUNCH EXPENSE IDOT TRAINING
			111.76	04/11/2013	040713	JEAN ALLOWANCE
	<b>JEFF STENGLER Total</b>		<b>119.09</b>			
2283	SCOTT SWANSON		141.78	04/18/2013	041513	FOOD FOR INCIDENT 12-2001058
	<b>SCOTT SWANSON Total</b>		<b>141.78</b>			
2301	GENERAL CHAUFFERS SALES DRIVER		118.50	04/19/2013	UNT 130419114529FN (	Union Dues - Teamsters
			2,060.50	04/19/2013	UNT 130419114529PW	Union Dues - Teamsters
			141.50	04/19/2013	UNT 130419114529CD (	Union Dues - Teamsters
	<b>GENERAL CHAUFFERS SALES DRIVER Total</b>		<b>2,320.50</b>			
2310	TERMINAL SUPPLY CO	75252	108.36	04/18/2013	21017-00	MISC SUPPLIES TUBING
	<b>TERMINAL SUPPLY CO Total</b>		<b>108.36</b>			
2314	3M VHS0733	75236	1,242.00	04/18/2013	SS05092	INVENTORY ITEMS CUTTABLE FILI
		75237	432.00	04/11/2013	SS05111	INVENTORY ITEMS TRANSFER TAI
	<b>3M VHS0733 Total</b>		<b>1,674.00</b>			
2316	THOMPSON AUTO SUPPLY INC	75238	78.15	04/11/2013	2-225325	INVENTORY ITEMS
		75299	449.07	04/18/2013	2-230243	INVENTORY ITEMS
	<b>THOMPSON AUTO SUPPLY INC Total</b>		<b>527.22</b>			
2329	DAVID TODD		435.15	04/11/2013	032813	CLOTHING/BOOT REIMBURSEMEN
	<b>DAVID TODD Total</b>		<b>435.15</b>			
2349	TREE TOWNS REPRO SERVICE INC	75190	159.60	04/18/2013	0000189004	COLOR AREA FILL DRAWINGS
	<b>TREE TOWNS REPRO SERVICE INC Total</b>		<b>159.60</b>			
2351	TREASURER OF VIRGINIA		125.38	04/19/2013	000000585130419114529	VA Child Support Amount 1
	<b>TREASURER OF VIRGINIA Total</b>		<b>125.38</b>			

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2357	TRI CITY FAMILY SERVICES		1,000.00	04/11/2013	040913	FUNDING GIRLS RETREAT DONAT
	TRI CITY FAMILY SERVICES Total		<u>1,000.00</u>			
2363	TROTTER & ASSOCIATES INC	72084	33,800.00	04/18/2013	8922	BIOSOLIDS BIDDING CONSTRUCTI
	TROTTER & ASSOCIATES INC Total		<u>33,800.00</u>			
2364	TROJAN TECHNOLOGIES INC	75338	170.00	04/18/2013	SLS/10219847	VALVE RUBBER WIPER
	TROJAN TECHNOLOGIES INC Total		<u>170.00</u>			
2370	WILLIAM TURNER		35.00	04/18/2013	041613	INTERNET MARCH 2013
	WILLIAM TURNER Total		<u>35.00</u>			
2373	TYLER MEDICAL SERVICES	71942	45.00	04/18/2013	311267	SVC 12-16-11
		71942	70.00	04/18/2013	317892	SVC 5-18-12
		75265	40.00	04/18/2013	331586	PFT PULMONARY FUNCTION
		71942	765.00	04/18/2013	331775	SCREENINGS MARCH
	TYLER MEDICAL SERVICES Total		<u>920.00</u>			
2398	UNITED RADIO COMMUNICATIONS	73123	214.20	04/18/2013	23744100	CHARGERS
	UNITED RADIO COMMUNICATIONS Total		<u>214.20</u>			
2401	UNIVERSAL UTILITY SUPPLY INC	75300	1,780.50	04/18/2013	3014549	INVENTORY ITEMS
		75240	134.75	04/18/2013	3014550	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		<u>1,915.25</u>			
2403	UNITED PARCEL SERVICE		39.75	04/11/2013	0000650961133	WEEKLY SHIPPING CHARGES
			34.89	04/18/2013	0000650961143	SHIPPING
	UNITED PARCEL SERVICE Total		<u>74.64</u>			
2404	HD SUPPLY FACILITIES MAINT LTD	75144	190.00	04/11/2013	917420	ORBECO HELLIGE REAGENT
		75169	383.40	04/11/2013	917517	BALL CHECK VALVE
			205.68	04/18/2013	920082	RELAY - WILL BE RETURNED

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			-191.85	04/18/2013	927382	CREDIT INV#920082
	HD SUPPLY FACILITIES MAINT LTD Total		<u>587.23</u>			
2410	VALLEY LOCK CO					
		71976	152.00	04/18/2013	54119	LABOR REPAIR
	VALLEY LOCK CO Total		<u>152.00</u>			
2420	WEST SHORE SERVICES LLS					
		75191	532.50	04/18/2013	40900	VEH 1962 RO47407
	WEST SHORE SERVICES LLS Total		<u>532.50</u>			
2429	VERIZON WIRELESS					
			180.24	04/11/2013	9702186292	MONTHLY CHARGES FEB/MARCH
			7,582.96	04/18/2013	9702641354	MONTHLY SERVICES MAR-APR 20
	VERIZON WIRELESS Total		<u>7,763.20</u>			
2447	DAN VOGT					
			37.77	04/11/2013	040713	BOOT REIMBURSEMENT
	DAN VOGT Total		<u>37.77</u>			
2458	ERIN WAITES					
			80.59	04/18/2013	041313	BOOT REIMBURSEMENT
	ERIN WAITES Total		<u>80.59</u>			
2473	WASCO TRUCK REPAIR CO					
		72086	84.50	04/18/2013	123283	TRUCK TESTING
		72086	31.00	04/11/2013	123364	TRUCK TESTING
		72086	63.00	04/11/2013	123415	TRUCK TESTING
	WASCO TRUCK REPAIR CO Total		<u>178.50</u>			
2478	WATER PRODUCTS AURORA					
		75242	538.90	04/18/2013	0238701	INVENTORY ITEMS
	WATER PRODUCTS AURORA Total		<u>538.90</u>			
2486	ARAMARK					
		74897	100.92	04/18/2013	15225757	VEST AND SWEATSHIRTS
			-17.99	04/18/2013	15225757C-1	SHORT PAY IN#15225757
			-25.00	04/18/2013	15225757C-2	SHORT PAY IN#15225757
	ARAMARK Total		<u>57.93</u>			
2503	INLAND POWER GROUP INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		75222	1,039.77	04/18/2013	5455068-00	VEH 1962 REPAIR
	<b>INLAND POWER GROUP INC Total</b>		<b><u>1,039.77</u></b>			
<b>2506</b>	<b>WESCO DISTRIBUTION INC</b>					
		75303	4,447.50	04/18/2013	790889	INVENTORY ITEMS
	<b>WESCO DISTRIBUTION INC Total</b>		<b><u>4,447.50</u></b>			
<b>2524</b>	<b>WILLIAMS CONSTRUCTION MGMT</b>					
		74019	7,010.99	04/18/2013	0005171	SERVICE THRU MAR 2013
	<b>WILLIAMS CONSTRUCTION MGMT Total</b>		<b><u>7,010.99</u></b>			
<b>2545</b>	<b>GRAINGER INC</b>					
		75253	15.12	04/18/2013	9105854485	COIN CELL LITHIUM BATTERY
	<b>GRAINGER INC Total</b>		<b><u>15.12</u></b>			
<b>2630</b>	<b>ZIEBELL WATER SERVICE PRODUCTS</b>					
		75150	42.60	04/18/2013	219929-000	INVENTORY ITEMS
	<b>ZIEBELL WATER SERVICE PRODUCTS Total</b>		<b><u>42.60</u></b>			
<b>2631</b>	<b>ZIMMERMAN FORD INC</b>					
		75404	118.76	04/18/2013	52160	INVENTORY ITEMS
	<b>ZIMMERMAN FORD INC Total</b>		<b><u>118.76</u></b>			
<b>2637</b>	<b>ILLINOIS DEPT OF REVENUE</b>					
			712.67	04/19/2013	ILST130419114529CA 0	Illinois State Tax
			1,573.76	04/19/2013	ILST130419114529CD C	Illinois State Tax
			397.07	04/19/2013	ILST130419114529ED 0	Illinois State Tax
			7,148.75	04/19/2013	ILST130419114529FD 0	Illinois State Tax
			2,049.48	04/19/2013	ILST130419114529FN 0	Illinois State Tax
			701.36	04/19/2013	ILST130419114529HR C	Illinois State Tax
			1,477.48	04/19/2013	ILST130419114529IS 0	Illinois State Tax
			9,237.30	04/19/2013	ILST130419114529PD 0	Illinois State Tax
			11,134.62	04/19/2013	ILST130419114529PW C	Illinois State Tax
	<b>ILLINOIS DEPT OF REVENUE Total</b>		<b><u>34,432.49</u></b>			
<b>2638</b>	<b>INTERNAL REVENUE SERVICE</b>					
			3,613.71	04/19/2013	MEDR130419114529PW	Medicare Employer
			130.34	04/19/2013	MEDR130419114529ED	Medicare Employer
			2,314.72	04/19/2013	MEDR130419114529FD	Medicare Employer
			657.49	04/19/2013	MEDR130419114529FN	Medicare Employer
			235.90	04/19/2013	MEDR130419114529HR	Medicare Employer

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			494.87	04/19/2013	MEDR130419114529IS	Medicare Employer
			3,110.52	04/19/2013	MEDR130419114529PD	Medicare Employer
			235.90	04/19/2013	MEDE130419114529HR	Medicare Employee
			495.37	04/19/2013	MEDE130419114529IS	Medicare Employee
			3,110.52	04/19/2013	MEDE130419114529PD	Medicare Employee
			3,587.77	04/19/2013	MEDE130419114529PW	Medicare Employee
			249.32	04/19/2013	MEDR130419114529CA	Medicare Employer
			518.57	04/19/2013	MEDR130419114529CD	Medicare Employer
			30,288.91	04/19/2013	FIT 130419114529PW	Federal Withholding Tax
			248.82	04/19/2013	MEDE130419114529CA	Medicare Employee
			518.57	04/19/2013	MEDE130419114529CD	Medicare Employee
			130.34	04/19/2013	MEDE130419114529ED	Medicare Employee
			2,314.72	04/19/2013	MEDE130419114529FD	Medicare Employee
			683.43	04/19/2013	MEDE130419114529FN	Medicare Employee
			1,350.48	04/19/2013	FIT 130419114529ED	Federal Withholding Tax
			20,530.49	04/19/2013	FIT 130419114529FD	Federal Withholding Tax
			5,661.65	04/19/2013	FIT 130419114529FN	Federal Withholding Tax
			2,133.73	04/19/2013	FIT 130419114529HR	Federal Withholding Tax
			4,075.92	04/19/2013	FIT 130419114529IS	Federal Withholding Tax
			25,183.72	04/19/2013	FIT 130419114529PD	Federal Withholding Tax
			1,008.62	04/19/2013	FICE130419114529HR	FICA Employer
			2,116.05	04/19/2013	FICE130419114529IS	FICA Employer
			2,441.33	04/19/2013	FICE130419114529PD	FICA Employer
			15,451.46	04/19/2013	FICE130419114529PW	FICA Employer
			1,817.19	04/19/2013	FIT 130419114529CA	Federal Withholding Tax
			3,845.42	04/19/2013	FIT 130419114529CD	Federal Withholding Tax
			15,340.75	04/19/2013	FICA130419114529PW	FICA Employee
			1,066.32	04/19/2013	FICE130419114529CA	FICA Employer
			2,217.46	04/19/2013	FICE130419114529CD	FICA Employer
			557.35	04/19/2013	FICE130419114529ED	FICA Employer
			376.21	04/19/2013	FICE130419114529FD	FICA Employer
			2,811.52	04/19/2013	FICE130419114529FN	FICA Employer
			557.35	04/19/2013	FICA130419114529ED	FICA Employee
			376.21	04/19/2013	FICA130419114529FD	FICA Employee
			2,922.23	04/19/2013	FICA130419114529FN	FICA Employee
			1,008.62	04/19/2013	FICA130419114529HR	FICA Employee
			2,118.17	04/19/2013	FICA130419114529IS	FICA Employee
			2,441.33	04/19/2013	FICA130419114529PD	FICA Employee
			1,064.20	04/19/2013	FICA130419114529CA	FICA Employee

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			2,217.46	04/19/2013	FICA130419114529CD (	FICA Employee
	<b>INTERNAL REVENUE SERVICE Total</b>		<b><u>173,631.03</u></b>			
<b>2639</b>	<b>STATE DISBURSEMENT UNIT</b>					
			440.93	04/18/2013	000000037130419114529	IL Child Support Amount 1
			347.26	04/18/2013	000000064130419114529	IL Child Support Amount 1
			465.36	04/18/2013	000000064130419114529	IL Child Support Amount 2
			795.70	04/18/2013	000000135130419114529	IL Child Support Amount 1
			260.00	04/18/2013	000000836130419114529	IL Child Support Amount 1
			600.00	04/18/2013	000000191130419114529	IL Child Support Amount 1
			1,661.54	04/18/2013	000000202130419114529	IL CS Maintenance 1
			545.00	04/18/2013	000000206130419114529	IL Child Support Amount 1
			580.00	04/18/2013	000000292130419114529	IL Child Support Amount 1
			369.23	04/18/2013	000000486130419114529	IL Child Support Amount 1
			363.92	04/18/2013	000000831130419114529	IL Child Support Amount 1
	<b>STATE DISBURSEMENT UNIT Total</b>		<b><u>6,428.94</u></b>			
<b>2643</b>	<b>DELTA DENTAL</b>					
			3,880.66	04/09/2013	040913	
			5,044.90	04/15/2013	041513	DENTAL CLAIMS
	<b>DELTA DENTAL Total</b>		<b><u>8,925.56</u></b>			
<b>2644</b>	<b>IMRF</b>					
			170,615.52	04/10/2013	041013	PAYROLL WIRE EE/ER/VOLUNTAR
	<b>IMRF Total</b>		<b><u>170,615.52</u></b>			
<b>2648</b>	<b>HEALTH CARE SERVICE CORP</b>					
			120,266.96	04/15/2013	041513	MEDICAL CLAIMS
	<b>HEALTH CARE SERVICE CORP Total</b>		<b><u>120,266.96</u></b>			
<b>2652</b>	<b>JPMORGAN CHASE BANK NA</b>					
			8,729.24	04/11/2013	041113	CREDIT CARD MARCH ACTIVITY
	<b>JPMORGAN CHASE BANK NA Total</b>		<b><u>8,729.24</u></b>			
<b>2663</b>	<b>LOU'S GLOVES INC</b>					
		75246	750.00	04/18/2013	0027949	INVENTORY ITEMS GLOVES
	<b>LOU'S GLOVES INC Total</b>		<b><u>750.00</u></b>			
<b>2683</b>	<b>CONTINENTAL AMERICAN INSURANCE</b>					
			77.36	04/19/2013	ACCG130419114529FD	AFLAC Accident Plan
			7.48	04/19/2013	ACCG130419114529HR	AFLAC Accident Plan

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO. NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			230.27	04/19/2013	ACCG130419114529PD	AFLAC Accident Plan
			95.53	04/19/2013	ACCG130419114529PW	AFLAC Accident Plan
	<b>CONTINENTAL AMERICAN INSURANCE Total</b>		<b>410.64</b>			
<b>2740</b>	<b>C H HAGER EXCAVATING INC</b>	10	2,098.46	04/11/2013	42	CRUSHED LIMESTONE
	<b>C H HAGER EXCAVATING INC Total</b>		<b>2,098.46</b>			
<b>2756</b>	<b>RXBENEFITS, INC.</b>		16,333.25	04/09/2013	2228	
	<b>RXBENEFITS, INC. Total</b>		<b>16,333.25</b>			
<b>2763</b>	<b>SCOTT PINNER</b>		50.00	04/11/2013	040913	CDL REPLACEMENT
	<b>SCOTT PINNER Total</b>		<b>50.00</b>			
<b>2769</b>	<b>GENWORTH LIFE INSURANCE COMPAN</b>		61.46	04/19/2013	LTCI130419114529CA C	Long Term Care Insurance
			105.81	04/19/2013	LTCI130419114529FN 0	Long Term Care Insurance
			98.23	04/19/2013	LTCI130419114529HR C	Long Term Care Insurance
			85.12	04/19/2013	LTCI130419114529PD C	Long Term Care Insurance
	<b>GENWORTH LIFE INSURANCE COMPAN Total</b>		<b>350.62</b>			
<b>2778</b>	<b>CLIENT FIRST CONSULTING GROUP</b>	74925	2,410.00	04/18/2013	3205	SVC 3-16 TO 3-31-13
		75427	915.00	04/18/2013	3205A	SVC 3-16 TO 3-31-13
	<b>CLIENT FIRST CONSULTING GROUP Total</b>		<b>3,325.00</b>			
<b>2802</b>	<b>RICHARD H BALOG</b>		258.20	04/19/2013	000000904130419114529	IL Garn - R. Balog Payable
	<b>RICHARD H BALOG Total</b>		<b>258.20</b>			
<b>2823</b>	<b>MP SYSTEMS INC</b>	74701	64,221.66	04/18/2013	77340	SERVICE HRS CREW
		75160	3,408.77	04/18/2013	77341	BACKYARD MACHINE RENTAL
		73471	2,000.00	04/18/2013	77342	MONTY TORRES BILLING
		74601	18,895.00	04/18/2013	77343	BILLING MONTY TORRES HOURS
	<b>MP SYSTEMS INC Total</b>		<b>88,525.43</b>			
<b>2871</b>	<b>WHITTAKER CONSTRUCTION</b>	73993	337,824.67	04/18/2013	5	2012 MAIN SLUDGE HANDLING

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	WHITTAKER CONSTRUCTION Total		<u>337,824.67</u>			
2878	JASON ROWE		78.26	04/11/2013	040613	JEAN ALLOWANCE
	JASON ROWE Total		<u>78.26</u>			
2883	ADVANCED DISPOSAL SERVICES	74177	1,156.31	04/18/2013	T00000898281	SVC APRIL 2013
	ADVANCED DISPOSAL SERVICES Total		<u>1,156.31</u>			
2889	GRADUATE PLASTICS INC	75156	791.19	04/18/2013	PCINV-0003868	MOBILE KIT HEAVY DUTY
	GRADUATE PLASTICS INC Total		<u>791.19</u>			
2891	SCHIROTT, LUETKEHANS, GARDNER		2,127.22	04/18/2013	4300-3744M-41	LEGAL FEB BILLING 2013
			1,843.97	04/11/2013	4300-3946M-9	EVS-TRICON FEB BILLING 2013
	SCHIROTT, LUETKEHANS, GARDNER Total		<u>3,971.19</u>			
2915	DANKO EMERGENCY EQUIPMENT	75037	438.84	04/18/2013	49581	PAC 1002 FLEXMOUNT
	DANKO EMERGENCY EQUIPMENT Total		<u>438.84</u>			
2929	FOOTE MIELKE CHAVEZ & O'NEIL	74967	825.00	04/11/2013	1158	LEGAL STEVEN TANNENBAUM
		74967	3,200.00	04/11/2013	1203	MARCH MONTHLY VIOLATIONS
		74967	500.00	04/11/2013	1204	LEGAL ALLEN PERUZZATO
		74967	500.00	04/11/2013	1208	LEGAL VONGPHET SUNDARA
		74967	550.00	04/11/2013	1209	LEGAL CHRISTOPHER PARSONS
		74967	550.00	04/11/2013	1210	LEGAL BENJAMIN FOWLER
		74967	625.00	04/11/2013	1211	LEGAL DALTON MUIR
	FOOTE MIELKE CHAVEZ & O'NEIL Total		<u>6,750.00</u>			
2931	FOX VALLEY ELECTRICAL CONSTRUC	74916	927.22	04/18/2013	112	PROF ELEC SVCS
	FOX VALLEY ELECTRICAL CONSTRUC Total		<u>927.22</u>			
2937	GVHS LLC		577.92	04/11/2013	80013016	LODGING DARGIS
	GVHS LLC Total		<u>577.92</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2942	DJ'S SCUBA LOCKER INC	75096	2,664.00	04/18/2013	39739	MISC SWITCHES AND HOSES
	DJ'S SCUBA LOCKER INC Total		<u>2,664.00</u>			
2945	CHRISTOPHER MOREN	75184	613.81	04/18/2013	1113	NOTCHED HANDLE NUPLA
	CHRISTOPHER MOREN Total		<u>613.81</u>			
2948	HAVING A GOODTIME INC	75248	1,879.00	04/11/2013	040913	MISC ITEMS FOR PA SYSTEM FIRE
	HAVING A GOODTIME INC Total		<u>1,879.00</u>			
999000129	BEEF SHACK		84.00	04/18/2013	042513	BYCTWD
	BEEF SHACK Total		<u>84.00</u>			
999000172	TREES FOREVER		15.65	04/11/2013	M-192	ARBOR DAY COLORING BOOKS
	TREES FOREVER Total		<u>15.65</u>			
999000173	MS LESLIE CAHILL		60.00	04/11/2013	040313	REIMBURSEMENT FILING FEE
	MS LESLIE CAHILL Total		<u>60.00</u>			
999000174	RICHARD WHITEHEAD & ASSOCIATES		297.00	04/11/2013	042613	TUITION POLICE DEPT
	RICHARD WHITEHEAD & ASSOCIATES Total		<u>297.00</u>			
999000175	BOONE COUNTY CLERK		10.00	04/11/2013	041013	NOTARY FEE STEVE HUFFMAN
	BOONE COUNTY CLERK Total		<u>10.00</u>			
999000177	KEVIN HAINES		350.00	04/18/2013	041513	PER DIEM ACCREDITATION TEAM
	KEVIN HAINES Total		<u>350.00</u>			
999000178	NEIL ROSENBERGER		350.00	04/18/2013	041513	PER DIEM ACCREDITATION TEAM
	NEIL ROSENBERGER Total		<u>350.00</u>			
999000179	EARL VALOIS					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	EARL VALOIS Total		350.00	04/18/2013	041513	PER DIEM ACCREDITATION TEAM
			<u>350.00</u>			
999000180	STEPHEN JEFFERY PIECHURA		350.00	04/18/2013	041513	PER DIEM ACCREDITATION TEAM
	STEPHEN JEFFERY PIECHURA Total		<u>350.00</u>			
		<u>Grand Total:</u>	<u>5,092,216.13</u>			

The above expenditures have been approved for payment:

_____	_____
Chairman, Government Operations Committee	Date
_____	_____
Vice Chairman, Government Operations Committee	Date
_____	_____
Finance Director	Date



City of St. Charles  
I L L I N O I S

# Proclamation

## CASA KANE COUNTY - CELEBRATING 25 YEARS OF CHILD ADVOCACY!

**WHEREAS,** This year marks CASA Kane County's 25th year of child advocacy. Since the inception of the program in 1988, there has been enormous progress. The organization's proudest accomplishment has been its ability to serve 100% of all abuse/neglect and dependency cases in the 16th Judicial Circuit of Kane County and has been doing this since 2002!

**WHEREAS,** CASA Kane County recruits, trains and case manages community volunteers who serve as Court Appointed Special Advocates (CASAs) for children in court due to abuse, neglect or private guardianship. The CASA volunteer acts as the eyes and ears of the judge to help make the best decision for a safe, caring and permanent home for each child.

**WHEREAS,** They are ordinary people doing extraordinary things to serve more than 550 children in Kane County Abuse/Neglect and Probate courts each year.

**WHEREAS,** CASA is central to fulfilling society's most fundamental obligation by making sure a qualified, compassionate adult will fight for and protect a child's right to be safe, to be treated with dignity and respect and to learn and grow in the safe embrace of a loving family.

**THEREFORE,** I, Donald P. DeWitte, Mayor of the City of St. Charles, do hereby proclaim that the City of St. Charles recognizes CASA Kane County for its 25 years of dedicated and unwavering service, to those who are most vulnerable, the children of Kane County, and our sincere appreciation to CASA volunteers and staff for the unwavering commitment.

SEAL



  
Donald P. DeWitte, Mayor



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

**Title:** Recommendation to approve a Resolution Authorizing the Execution of An Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 28

**Presenter:** Kathy Livernois

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council – May 6, 2013
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

**Estimated Cost:**

**Budgeted:**

YES

NO

If NO, please explain how item will be funded:

**Executive Summary:**

Attached is a resolution authorizing execution of the agreement that was unanimously ratified by the Metropolitan Alliance of Police St. Charles Chapter 28 (sergeants) following collective bargaining. The agreement will be effective from May 1, 2013, through April 30, 2017. The wage schedule specifies a 2% increase for each fiscal year of the contract.

**Attachments:** *(please list)*

A Resolution Authorizing the Execution of An Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 28  
Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 28

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve a Resolution Authorizing the Execution of An Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 28.

*FOR OFFICE USE ONLY*

*Agenda Item Number:*

**City of St. Charles, Illinois  
Resolution No. 2013 – 42**

**A Resolution Authorizing the Execution of  
An Agreement Between the City of St. Charles and  
Metropolitan Alliance of Police St. Charles Chapter 28**

**Presented & Passed by the  
City Council on 06 May 2013**

WHEREAS, the Metropolitan Alliance of Police St. Charles Chapter 28 (MAP) completed bargaining and ratified the proposed agreement with the City that resulted from such bargaining; and

WHEREAS, the Mayor and City Council has reviewed and discussed the proposed agreement;

NOW THEREFORE, be it resolved by the authorities of the City of St. Charles that Brian Townsend, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 28, effective May 1, 2013, through April 30, 2017.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 6<sup>th</sup> day of May, 2013.

PRESENTED by the City Council of the City of St. Charles, Illinois, this 6<sup>th</sup> day of May, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 6<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Donald P. DeWitte, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES  
SINCE 1834

Agreement  
Between  
the City of St. Charles, Illinois  
and



Metropolitan Alliance of Police  
St. Charles Chapter 28

*May 1, 2013 - April 30, 2017*

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## **PREAMBLE**

THIS AGREEMENT is entered into by the City of St. Charles, Illinois (hereinafter referred to as the "City" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, St. Charles Chapter #28 (hereinafter referred to as "MAP") is in recognition of MAP's status as the representative of certain of the City's full-time sworn Sergeants and has as its intent to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the City and MAP do mutually promise and agree as follows:

## **ARTICLE I** **RECOGNITION**

### **Section 1.1. Recognition of Bargaining Agent.**

Pursuant to a certification by the Illinois Labor Relations Board in Case No. S-RC-07-103, the City recognizes MAP as the sole and exclusive collective bargaining representative for all full-time sworn peace officers in the rank of Sergeant employed by the City (hereinafter referred to as "Sergeants" or "employees"), but excluding all supervisory, managerial, and confidential employees as defined by the Illinois Public Labor Relations Act ("Act"), including all sworn peace officers below the rank of sergeant and above the rank of sergeant, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other employees employed by the City.

Unless the context indicates otherwise, the terms "Sergeant(s)" or "Police Sergeants" or "employee(s)" used herein shall refer exclusively to members of the above-described unit.

### **Section 1.2. Gender.**

In this contract, the pronouns "he," "him," and "his" shall refer to both male and female employees equally.

### **Section 1.3. MAP Bulletin Board.**

The City will make bulletin board space available in or proximate to the squad room for posting of MAP announcements and other items of legitimate MAP business, seniority roster, and education opportunities announcements.

**Section 1.4. Representation Time.**

A Police Sergeant who is in a representative capacity during his scheduled working hours shall be excused from his/her regular duties for the purpose of attending a meeting, without incurring additional cost, between MAP and the City for the purposes(s) of negotiations, adjustments of grievances, or transmittal of notices shall not suffer a loss in pay because of such attendance, provided that the City must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the police sergeant claiming such pay. MAP recognizes the essential need to minimize lost work time and to avoid interference with the work of the department. No pay shall be due under this section for a sergeant's attendance at any arbitration hearing, administrative proceeding, ILRB proceeding, disciplinary proceeding, bargaining session or in connection with any union issued subpoena unless such attendance occurs during the sergeant's regularly scheduled work shift and it is held at the City of St. Charles. The sergeant's attendance must not impact the work shift or create additional cost to the City.

The employer agrees that sergeants shall be allowed to attend, without loss of pay, scheduled meetings of the chapter, provided that at least forty-eight hour notice is provided in writing, and such meetings are within St. Charles city limits. Such officers must still respond to calls while on duty.

**ARTICLE II  
MANAGEMENT**

**Section 2.1. Management of the City and Police Department.**

Except as expressly limited by the express provisions of this agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control, and determine the budget and all the operations, services, and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to assign overtime; to transfer and reassign employees; to establish work and productivity standards; and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization, and number of personnel by which departmental services shall be provided or purchased; to make, alter, and enforce reasonable rules, regulations, orders, policies, and procedures; to evaluate employees; to establish performance standards for employees; to change or eliminate existing methods, equipment, or facilities and to introduce new equipment or facilities or introduce ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and/or discharge non-probationary employees for cause in accordance with the applicable provisions of the Illinois Municipal Code (probationary employees without cause); and to relieve or lay off employees.

The City shall also have the right to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the City mayor, the city administrator, police chief, or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods, or other catastrophes or other emergencies. In the event of such emergency action, the provisions of this Agreement, other than the compensation provisions, may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist

**Section 2.2 Authority of the Board of Fire and Police Commissioners.**

This agreement is intended to diminish or modify the statutory authority of the Board of Fire and Police Commissioners, St. Charles, Illinois. The parties recognize the authority of the Board with respect to residency requirements and other matters not relating to discipline.

**ARTICLE III  
PERSONNEL FILES**

**Section 3.1. Personnel Files.**

The City agrees to abide by the lawful requirements of the "Personnel Records Review Act," 820 ILCS 40/1-40/13 as amended. Sergeants shall have access to their personnel record in accordance with said Act.

**Section 3.2. Purge of Personnel Files.**

Parties agree that should a sergeant receive a written reprimand or an oral reprimand which has been reduced to writing and further should said document be filed in the sergeant's personnel file, then the parties agree that should the sergeant not receive any further written reprimands or oral reprimands reduced to writing, for a period of eighteen (18) consecutive months, then upon the sergeant's written request his personnel file shall be purged of the previous written reprimand or oral reprimand reduced to writing, provided, however, that any such discipline pertaining to harassment (as defined by city policy), workplace violence or threats, theft, or misappropriation of property shall not be subject to purge from the sergeants' personnel file.

**ARTICLE IV  
UNION SECURITY**

**Section 4.1. Dues Deductions.**

Upon receipt of proper written authorization from an employee, the employer shall deduct each month's Metropolitan Alliance of Police dues in the amount certified by the treasurer of Metropolitan

Alliance of Police from the pay of said sergeants covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made on a semi-monthly basis.

**Section 4.2. Union Indemnification.**

The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the sergeant any such amount.

The foregoing indemnification clause shall not require the chapter to indemnify or hold the City harmless in the event the City initiates a cause of action against the chapter, unless the City initiates such an action in response to a claim or cause of action initiated by another party.

**Section 4.3. Fair Share.**

During the term of this Agreement, sergeants who are not members of Metropolitan Alliance of Police shall, commencing thirty (30) days after the effective date of this agreement, pay a fair share fee to Metropolitan Alliance of Police for collective bargaining and contract administration services tendered by Metropolitan Alliance of Police as the exclusive representative of the officers covered by this agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to Metropolitan Alliance of Police each month. Metropolitan Alliance of Police shall annually submit to the City, a list of the sergeants covered by this Agreement who are not covered by Metropolitan Alliance of Police and an affidavit that specifies the amount of the fair share fee that shall be determined in accordance with the applicable law.

The parties agree that in the event of a legal challenge to the Fair Share Agreement, the Union will bear the entire burden of defense, provided that the City does not initiate or prosecute such a legal challenge. Further, the parties agree that the provision will not take effect until the Union provides an accounting to the City showing what the fair share is based on.

**ARTICLE V**  
**NO STRIKE, NO LOCKOUT**

**Section 5.1. No Strike.**

MAP agrees on behalf of itself and the sergeants that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone or participate in any strike, sympathy strike, work stoppage, intentional withholding of services, picketing of City offices, slow-down, sit-in, "blue-flu," "ticket-blitz," or intentional refusal to work at any time for any reason.

**Section 5.2. No Lockout.**

The City will not lockout sergeants; provided that a reduction in force, curtailment of operations, or individual termination or suspension shall not be construed as a lockout.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

**Section 6.1. Definition of Grievance.**

A "grievance" is a difference of an opinion between a sergeant or MAP and the City with respect to the meaning or application of the express terms of this agreement. A representative of the Chapter 28 Board of Directors shall be designated to attend grievance meetings scheduled pursuant to Steps 2 or 3. The chapter representative may represent sergeants in Steps 1 and 2 of the grievance procedure. The City shall not be required to recognize as a representative for MAP any sergeant who is on suspension. MAP's legal counsel may participate in meetings held in Steps 3 or 4 of the grievance procedure.

Prior to filing a chapter grievance, MAP will arrange for a pre-grievance meeting, within five (5) administrative days of the first event giving rise to a possible grievance or within five (5) administrative days of when MAP, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the possible grievance. If through such meeting, there is no mutually agreed upon solution, then MAP shall have the right to submit a grievance at Step 2 of the grievance procedure if the grievance alleges a violation, misinterpretation, or misapplication of any of the express provisions of this agreement that relates directly to chapter rights. Any such grievance shall be submitted within ten (10) calendar days of the first meeting.

**Section 6.2. Grievance Procedure.**

Recognizing that grievances should be raised and settled promptly, a grievance must be filed at Step 1 in writing within five (5) administrative working days after the occurrence of the event giving rise to the grievance or, if the event giving rise to the grievance is such that the sergeant would not normally be aware of it within the applicable period, then the time would commence within five (5) administrative working days after the sergeant reasonably should have been aware of that event, in accordance with the following procedure:

STEP ONE: Deputy Chief by written notification from the sergeant to Deputy Chief, setting forth the event giving rise to the grievance, the contract provision(s) involved, and the name of the sergeant. The Deputy Chief shall answer in five (5) administrative working days (administrative working days are defined as: Monday, Tuesday, Wednesday, Thursday, Friday, between 8:00 a.m. and 4:30 p.m.) after hearing of the grievance and shall, if requested by the sergeant, meet to discuss the grievance prior to answering it. If no deputy chief is available prior to the end of the initial five (5) administrative working days then the grievance may be advance by the sergeant to Step 2.

STEP TWO: Appeal to chief. If the grievance is not settled in Step 1, or if an answer is not given within the time provided therefore, and the sergeant decides to appeal,

the sergeant shall, within five (5) administrative working days from receipt of the Step 2 answer or expiration of time provided therefore, appeal in writing to the Chief. The police sergeant, a representative from the chapter board of directors, and the chief will discuss the grievance at a mutually agreeable time. The chief will give his answer in writing within five (5) administrative working days of the discussion to the grievant and chapter president.

STEP THREE: Appeal to the city administrator. If the grievance is not settled in Step 2 and the sergeant decides to appeal, the sergeant shall, within five (5) administrative working days after receipt of the Step 2 answer or expiration of time provided therefore, file a written appeal to the city administrator. A meeting between the city administrator or his designee, the chief of police, the sergeant, and a designated member of the chapter board of directors or the chapter attorney will be held within fifteen (15) calendar days of the filing of the appeal to the city administrator by the sergeant or MAP, at a mutually agreeable time. The city administrator, or his designee, shall give his answer in writing within ten (10) administrative working days of the meeting to the grievant and chapter president.

### **Section 6.3. Binding Arbitration.**

A grievance not settled in Step 3 may be appealed by MAP to arbitration by serving on the City, not later than twenty-one (21) calendar days after the date of the reply of the city administrator or the city administrator's designee, a written request to arbitrate. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains, and the person whose name remains shall be the arbitrator provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the City and MAP requesting that he set a time and a place for the hearing, subject to the availability of the City and MAP representatives.

Arbitrator's Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted in writing at Step 1 (or Step 3) as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the City under this agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of Article II or other terms of this agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 (or Step 3) of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this section shall be binding upon MAP, the employee and the City.

**Section 6.4. Time Limits.**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City, unless the parties have mutually agreed in writing to extend a relevant time limit. If the City fails to provide an answer within the time limits so provided, MAP may immediately appeal to the next step.

**Section 6.5. Investigation and Discussion.**

All grievance discussions and investigations shall take place in a manner that does not interfere with City operations.

**Section 6.6. Suspension or Termination.**

The parties agree that the chief of police (or acting chief of police) shall have the right to suspend a non-probationary sergeant for up to thirty (30) days without filing charges with the City Board of Fire and Police Commissioners. The decision of the police chief or the acting chief of police with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five (5) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the chief of police shall be for the sergeant to file a grievance as described herein.

If the sergeant elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VI of this agreement, except that it shall be filed at Step 3 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the Rules and Regulations of the City Board of Fire and Police Commissioner.

**ARTICLE VII**

**Section 7.1. Tuition Reimbursement.**

Any request for tuition reimbursement shall be submitted in accordance with the applicable provisions of the City policy manual, as the same may be changed from time to time by the City.

## **ARTICLE VIII**

### **HOURS OF WORK: OVERTIME OF WORK**

#### **Section 8.1. No Guarantee.**

Nothing in this agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule. This article VIII shall be used solely as a basis for computing overtime.

#### **Section 8.2. Normal Work Cycle.**

The work cycle for purposes of Section 7K of the Fair Labor Standards Act shall be seven (7) days. The City may assign sergeants to an 8.2 hour work day (five (5) consecutive days on, followed by (two) 2 days off), or it may assign sergeants to a 10.50 hour work day, (four (4) consecutive days on, followed by three (3) consecutive days off), or it may assign sergeants to a 12 hour day, during a seven (7) day period. Prior to the City initiating any change in schedule, the City must provide notice to the chapter, along with an opportunity to meet and discuss the reasons for said change. Any change would normally be effective with the first shift selection cycle following the notice of the decision to change.

The chief of police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for a sergeant in a specialty assignment or on transitional duty.

The parties agree that hours worked, as mentioned above, shall include all hours actually worked in any paid leave of absence, which shall include, but shall not be limited to, sick leave, vacation leave, holiday leave and any other authorized paid time off, except that paid holiday pay for unworked holidays shall not be included in said calculation.

#### **Section 8.3. Shift Changes.**

The parties acknowledge that a seniority system for shift selection, which is currently in effect, is mutually satisfactory and shall remain in effect for the duration of the agreement.

#### **Section 8.4. Overtime.**

Hours worked by a sergeant in excess of forty-two (42) hours per seven day work cycle (a seven day period commencing each Monday at 12:01 a.m.), shall be paid for at time and one-half the sergeant's regular straight-time hourly rate. Overtime work must be approved in advance by the police chief or his designee. Overtime pay shall not be paid more than once for the same hours worked. Overtime pay shall not be paid for hours worked in excess of forty-two (42) hours per week due to a shift change. There shall be no pyramiding of overtime, and under no circumstances shall the City be obligated to pay for time not actually worked by the sergeant. If a sergeant is ordered to work beyond twelve (12) continuous hours that sergeant shall be paid double time that sergeant's normal wage and that sergeant will continue to be paid double time the sergeant's normal wage until said sergeant's shift ends.

A covered sergeant shall receive overtime compensation when he works a designated overtime shift while utilizing vacation time scheduled as part of the sergeant's annual vacation selection only.

**Section 8.5. Court Time.**

Court time shall be counted to determine whether a sergeant has worked more than forty-two (42) hours per week for purposes of determining overtime pay eligibility. A sergeant who must report to court during his off-duty hours for reasons connected with departmental law enforcement functions, and who must therefore, make an extra trip to work, shall be guaranteed a minimum of three (3) hours pay at one and one-half times his regular rate, unless such time is part of the sergeant's scheduled shift. A sergeant shall be paid for actual time spent in excess of three (3) hours. The term "court," as used herein, does not include any administrative proceeding, such as a Board of Fire and Police Commission hearing, arbitration hearing, or any instance in which the sergeant is subpoenaed by MAP.

**Section 8.6. Call Back Time.**

For the purpose of this provision, a sergeant shall be deemed "called back" if notified after the expiration of a one (1) hour period following the scheduled end of his regularly scheduled straight-time work period or overtime extension thereof. For purposes of this section, "notification" shall mean direct, personal contact of the affected sergeant. A sergeant who is called back to duty after leaving work and before the start of his next regular scheduled assignment shall be guaranteed no less than two (2) hours work or, in lieu thereof, shall be guaranteed no less than two (2) hours pay at one and one-half times his regular rate.

**Section 8.7. Standby.**

The Parties agree that for the duration of this agreement, if a sergeant is requested by the State Attorney's Office or any other outside agency to standby, said sergeant shall be treated as if on court time pursuant to Section 8.5 heretofore described and shall be treated and paid accordingly, provided such standby time is authorized by the police chief or his designee.

**Section 8.8. On Call Time.**

Any covered sergeant assigned to the uniform patrol section who is not on "standby" status as described in Section 8.7, and is directed by the chief of police or his designee to be available to respond to a call to active duty shall receive two (2) hours of paid time, at his regular rate of pay, for each one (1) day on call. Any member assigned to the criminal investigations section covered by this agreement who is not on "standby" status as described in Section 8.7, and is directed by the chief of police or his designee to be available to respond to a call to active duty within a specific time period shall receive a minimum of one (1) hour held-time or one (1) hour paid time, at his regular rate of pay, for each one (1) day on call. If the sergeant is called out to active duty during his on call time then he shall be compensated as set forth in Section 8.6 of this agreement, in addition to the held-time received pursuant to this section.

## **ARTICLE IX** **VACATIONS**

### **Section 9.1. Eligibility and Allowances.**

Sergeants earn vacation allowance as of their date of hire.

Sergeants shall earn vacation allowance in accordance with the following schedule:

<b>Length of Continuous Service</b>	<b>Vacation Hours Per Year</b>
1-4 Years	82 hours
5-9 Years	123 hours
10 Years	131.20 hours
11 Years	139.40 hours
12 Years	147.60 hours
13 Years	155.80 hours
14 Years	164.00 hours
15 Years	172.20 hours
16 Years	180.40 hours
17 Years	188.60 hours
18 Years	196.80 hours
19 Years	205.00 hours

For sergeants in the bargaining unit as of August 14, 2009, and only those sergeants, vacation allowance at 19 years shall be 225 hours, instead of 205 hours.

### **Section 9.2. Vacation Pay.**

The rate of vacation pay shall be the sergeant's regular straight-time rate of pay in effect for the sergeant's regular job classification on the payday in which the sergeant actually takes vacation time.

### **Section 9.3. Time for Vacations.**

1. Vacation time earned during one (1) full year of service may be used throughout the following year of service. A sergeant may, therefore, "carry over" all days earned during one (1) year of service into the next year of service, except as allowed under Section 2 below.
2. Any full-time sergeant covered by this agreement may not have more vacation accumulated than what the sergeant would earn in two (2) years at the sergeant's anniversary date. In the event that an effected sergeant has in excess of the maximum amount of accumulated vacation at the sergeant's anniversary date, said vacation time shall be reduced to the maximum allowable accumulation amount.

3. No payment in lieu of vacation time taken will be made except as provided at the time of resignation or unless the excess vacation accumulation occurred because the sergeant was asked to postpone previously scheduled vacation by his/her chief of police/supervisor. Any such vacation payment shall require a written application for payment, signed by the respective chief of police, which specifically defines the circumstances that necessitated its usage; and, that only the amount of vacation time which was actually postponed at the City's request will be eligible for payment.
4. A sergeant may not utilize accumulated vacation time to extend creditable service during the twelve (12) month period following accrual

**Section 9.4. Scheduling.**

On or about November 15 the chief of police or his designee shall initiate the selection procedure to establish a schedule for vacation during the upcoming calendar year. The covered sergeants shall then select their vacation preferences in the order of their seniority within rank, with the most senior covered sergeant in rank having first choice, and schedule no less than one (1) day, no more than 14 consecutive days, inclusive of scheduled days off, of vacation at a time, except that lesser amounts may be scheduled at the request of, and at the approval of the chief of police or his designee after the initial selection round is complete. No sergeant may be off for more than 21 consecutive days, inclusive of scheduled days off. The vacation period requested, pursuant to this procedure, shall be submitted to the chief of police or his designee for approval by December 15 and the request shall be reviewed and if necessary modified by the chief of police in a vacation schedule posted on or before January 1. Thereafter vacation requests shall be handled on in accordance with Section 14.1 and subject to the scheduling of and approval by the City.

Sergeants shall be allowed to extend requested vacation times utilizing personal days and held holiday time with prior permission of the chief of police or his designee.

Notwithstanding the foregoing, it is expressly understood that the final right to designate and cancel vacation periods and other paid leaves, and the maximum number of employee(s) who may be on vacation or paid leave at any time is exclusively reserved by the chief of police in order to insure the orderly performance of the services provided by the City.

**Section 9.5. Separation.**

The parties agree that upon a sergeant's separation from the department he shall receive compensation at his then hourly rate for each hour of accumulated, unused vacation time. A sergeant who resigns prior to receipt of an annual vacation benefit without giving at least a fifteen (15) day notice to the city, or who is terminated by the city for cause shall forfeit vacation benefits.

## **ARTICLE X** **HOLIDAYS**

### **Section 10.1. Holidays Observed.**

The paid holidays to be observed shall be as follows:

- New Year's Day (January 1)
- Good Friday (Friday before Easter)
- Memorial Day (Fourth Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Eve Day (full day) (December 24)
- Christmas Day (December 25)

### **Section 10.2. Personal Days.**

All covered sergeants shall be entitled to thirty-two and eight-tenths (32.8) hours of personal time off exclusive of holidays per calendar year. Said personal time off shall be taken upon written request to, and approval from, the chief of police or his designee. Requests for personal time shall not be unreasonably denied.

### **Section 10.3. Eligibility for Holiday Pay.**

A sergeant shall be eligible for holiday pay (8 hours at straight time) if he works his last scheduled shift before the holiday and the first scheduled shift after the holiday; provided that a sergeant who fails to work on either of the qualifying days with respect to a holiday shall nevertheless receive a holiday benefit for that holiday if:

1. He has been excused from so working by his supervisor; and
2. He has worked at least one (1) full shift or was on vacation during the pay period immediately preceding the holiday.

No sergeant shall be eligible for holiday pay if he or she was scheduled to work on the holiday and was sick

### **Section 10.4. Definition.**

The City at the start of each year shall announce calendar days that are recognized holidays. If an eligible sergeant performs work during a holiday, he shall be paid for the actual time worked at time and

one-half. In addition, he shall receive eight (8) hours pay at straight time (holiday pay), pursuant to Section 10.2 of this Article.

**Section 10.4. Held-Time Off**

The department command shall have the final responsibility for granting and scheduling specific requests for held-time off so that departmental services are not impaired. Requests for the use of accrued held-time off shall not be unreasonably denied. Requests for days off to compensate for a worked holiday shall be submitted no more than fourteen (14) nor less than one (1) day prior to the date requested; such request shall be approved or disapproved no more than ten (10) days or less than one (1) day prior to the date requested. Such approval shall be based upon seniority. Each sergeant covered by this agreement may maintain these hours and no more than 120 hours may be accumulated at any time. In lieu of using held time off, a sergeant may request payout of accrued time at the sergeant's applicable straight time hourly rate, in accordance with a procedure established by the City. When a sergeant has 120 hour in his bank, any held time off in excess of that shall be paid out at the sergeant's straight time hourly rate. In lieu of using held time off, a sergeant may request payout of accrued time at the sergeant's applicable straight time hourly rate, in accordance with the current procedure established by the City.

A sergeant may use any available held-time (except sick time) provided the sergeant has the available time in his bank.

**Section 10.5. Procedures To Be Continued.**

Current procedures for recording and applying the holiday benefit shall be continued, except as modified above, provided that each sergeant entitled to a deferred holiday benefit shall have said benefit reflected in the usual and customary method in effect on the date of the execution of this agreement.

**ARTICLE XI  
INSURANCE**

**Section 11.1. Insurance.**

A health, life, and accident insurance program shall be provided during the term of this agreement. Except as otherwise agreed, sergeants shall receive the benefit of any improvements in the insurance program accorded generally to other employees of the City. Each sergeant shall be given, upon being hired, a schedule or booklet outlining the benefits of the insurance program.

The City and the sergeant shall share the cost of the program. Sergeants will pay 25% of the insurance premium for dependents. The insurance co-payment will be based on the cost difference between single and family COBRA rates.

Sergeants will have the option of electing a flexible benefit plan to pay for deductibles and premiums with pre-tax dollars.

Sergeants shall have the right to participate in the City's HEALTHY Program.

The City shall provide term life insurance in an amount equal to a sergeant's annual base salary.

**Section 11.2. Terms of Insurance Policies to Govern.**

The extent of coverage under the insurance plan or program documents referred to in this agreement shall be governed by the terms and conditions set forth in those policies or plans. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this agreement.

**ARTICLE XII**  
**SICK LEAVE**

**Section 12.1. Purpose.**

The purpose of sick leave is to provide a sergeant with protection against loss of income due to personal sickness or injury that prevents the performance of normal job duties. Sergeants may occasionally use accrued sick leave for the care of dependents of their household who may be afflicted with a short-term illness when no other person is available to provide care subject to City policy. Other provisions shall be made if the dependent requires extended care. Sick leave is not to be considered a privilege that a sergeant may use at his/her discretion, but shall be allowed only in cases of actual sickness or disability of the sergeant, or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. If a sergeant demonstrates a pattern of sick leave use, the sergeant may be required to file a physician's certificate of illness.

**Section 12.2. Sick Leave Accrual.**

Sergeants will accumulate 8.2 hours per month (98.4 hours per year).

**Section 12.3. Sick Leave Buyback.**

Upon separation from service, other than involuntary termination, sergeants shall be compensated for all unused sick leave up to a maximum accrual of 600 hours.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **Section 13.1. Leave of Absence.**

A sergeant who desires a medical leave of absence (paid or unpaid) shall make written application, therefore, stating the reason for the leave, length thereof, and the date of return. This leave may be approved for up to 364 days inclusive of the Family & Medical Leave Act, and doctor note(s) will be provided upon request. The chief of police thereof, must approve all applications for leave and extension in writing before being considered effective. The chief's decision whether to grant, revoke, or modify leaves of absence shall be final.

#### **Section 13.2. Application For Leave.**

Any request for a leave of absence under Section 13.1 of this article shall be submitted in writing by the sergeant to the chief of police or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the sergeant desires. Authorization for leave of absence shall, if granted, be furnished to the sergeant by his immediate supervisor and it shall be in writing.

#### **Section 13.3. Jury Duty.**

A sergeant who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. Furthermore, a sergeant who is scheduled to perform jury duty just prior to or immediately following his regular work shift shall work his regular shift and receive held-time off or straight-time pay for the number of hours he is required to serve such jury duty on that day. A sergeant shall immediately notify the police chief or his designee if he is required to report for jury duty. The sergeant will keep all compensation received for performing jury duty service.

#### **Section 13.4. Funeral Leave.**

In the event a sergeant suffers a death in his immediate family (defined, for purposes of this section as: spouse, child, parent, brother, sister, or grandparent, or parent, brother, sister or grandparent of spouse) an emergency paid leave of up to three (3) work days may be granted by the chief of police or his designee. Such time shall be used for the purpose of attending the funeral, necessary travel associated therewith, making funeral arrangements and attending to other matters which cannot be attended to outside work time and arising directly in relation to the relative's death, or funeral.

Exceptions to the foregoing may be made within the discretion of and by the consent of the chief of police upon written application of the sergeant. Paid leaves of absence in addition to the foregoing, arising in relation to death or serious illness of a sergeant's immediate family shall be handled as requests for, and chargeable to, sick leave.

**Section 13.5. Leave For Illness, Injury Or Disability.**

1. In the event a sergeant is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation), the City may grant a leave of absence without pay during which time seniority shall not accrue (unless required by law) except that for a work-related injury compensable under workers' compensation, a sergeant shall accrue seniority for the first twelve (12) months of leave.
2. To qualify for such leave, the sergeant must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the chief of police or his designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the sergeant will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the sergeant shall furnish a current report

**Section 13.6. Benefits While On Leave.**

1. Unless otherwise stated in this article or otherwise required by law, length of service shall not accrue for a sergeant who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the sergeant returns to work on a pay status. Unless otherwise stated in this article, a sergeant returning from leave will have his seniority continued after the period of the leave. Upon the sergeant's return, the City will place the sergeant in his or her previous job, if the job is vacant; if the job is not vacant, the sergeant will be placed in the first available opening in his classification or in a lower-rated classification according to the sergeant's seniority, where skill and ability to perform the work without additional training is equal.
2. If, upon expiration of a leave of absence, there is no work available for the sergeant or if the sergeant could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
3. During the approved leave of absence or layoff under this agreement, the sergeant shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the sergeant makes arrangements for the changes and arranges to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City

**ARTICLE XIV**  
**SENIORITY, PROBATIONARY PERIOD, LAYOFF AND RECALL**

**Section 14.1. Seniority.**

Unless stated otherwise in this agreement, seniority for the purpose of this agreement shall be defined as a sergeant's length of continuous full-time service in rank with the City. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days, except as otherwise required by

applicable law. For purposes of extra duty assignments under Article XV only, seniority shall be based upon date of hire.

**Section 14.2. Purpose of Seniority.**

Sergeants shall be allowed preference for use of and scheduling of vacation time, work schedule selection, request for time off, first choice for extra duty amongst sergeants, and for first choice of approved hire-back according to seniority. Providing first choice for hire-back opportunities shall be the responsibility of the sergeants. Any ordering in by the City will be done by reverse seniority.

**Section 14.3. Probationary Period.**

Effective May 1, 2013, newly promoted sergeants shall be employed on a probationary period of one (1) year from the date of their initial promotion. In the event that the new sergeant's performance is not satisfactory and a Performance Improvement Plan (PIP) has been implemented and not met, the Sergeant will be demoted to officer with all the rights and privileges of officer, including seniority.

**Section 14.4. Layoffs.**

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18

**Section 14.5. Recall.**

Sergeants who are laid off shall be placed on a recall list for a period of two (2) years or the sergeant's length of service, whichever is less. If there is a recall, sergeants who are still on the recall list shall be recalled in the inverse order of their layoff. Sergeants who are eligible for recall shall be given fourteen (14) calendar day notice of recall and notice of recall shall be by certified or registered mail with a copy to MAP, provided that the sergeant must notify the chief of police or the chief's designee of the sergeant's intention to return to work within seven (7) calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the sergeant, it being the obligation and responsibility of the sergeant to provide the chief of police or the chief's designee with the latest mailing address. If a sergeant fails to respond in a timely manner to a recall notice, the sergeant's name shall be removed from the recall list.

**Section 14.6. Effects of Layoff.**

During the period of time that sergeants have recall rights as specified above, the following provisions shall be applicable to any non-probationary sergeants who are laid off by the City:

1. A sergeant shall be paid for any earned but unused vacation days.

2. A sergeant shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage, in accordance with COBRA.
3. Upon recall, the sergeant's seniority shall be adjusted by the length of the layoff.

**Section 14.7. Posting of Seniority List.**

The City agrees to post annually a list covering the names of sergeants who are covered by this agreement, in order of seniority from last date of promotion in a position covered by this agreement. The city shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after MAP's receipt of the list.

**Section 14.8. Termination of Seniority.**

Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- a. quits;
- b. is discharged;
- c. voluntarily retires (or is retired should the City adopt and implement a legal mandatory retirement age);
- d. fails to report to work at the conclusion of a leave of absence or vacation;
- e. is laid off and fails to notify the police chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less, or fails to return to work within fourteen (14) calendar days after his/her notification of intent to return to work or such further date that the City sets for the sergeant's return to work;
- f. is laid off for a period in excess of two (2) year, or the sergeant's length of service, whichever is less;
- g. does not perform work for the City for a period in excess of one (1) year, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the sergeant has recall rights; or
- h. is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the sergeant's control that prevent notification.

**ARTICLE XV**  
**EXTRA DUTY**

**Section 15.1. Definition.**

"Extra Duty" is worked by a sworn member of the police department on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person through the City but which is subject to City regulations. In the case of special events, "extra

duty” is an assignment, other than those involving control of traffic or pedestrians, or bike patrol, worked by a sworn member of the department on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person, in part or in its entirety through the City but which is subject to City regulations.

The administration will notify the chapter board president or any sergeant of any extra duty opportunities that are received by the administration less than 72 hours from the requested duty for the purposes of notifying members of the extra duty opportunity.

As such, no sergeant will be ordered to work extra duty for another entity other than the City except as mandated by liquor law ordinance.

#### **Section 15.2. Overtime Exclusion.**

Extra duty shall be construed as work performed for the person or agency who requests it and not for the City; accordingly, time spent as such work shall not be counted for computing any sworn member’s daily or weekly hours for straight-time or overtime purposes.

#### **Section 15.3. Priority of Regular Duty.**

In all cases, a sergeant’s first and primary responsibility is the proper, efficient discharge of his police duties and performance of extra duty will not be permitted to interfere with such duties.

#### **Section 15.4. Pay for Extra Duty.**

Extra duty shall be compensated at the rate of one and one-half times the master police officer’s hourly rate of pay, less applicable statutory deductions, except where such extra duty assignment was mandated by the chief of police or his designee, to be filled by the rank of sergeant. In this case, the affected sergeant shall be compensated at one and one-half said sergeant’s regular pay. The City acknowledges that it shall be responsible for compensation as set forth herein, to any sworn officer who, in good faith, works and extra duty detail. Extra duty compensation shall be paid for actual hours worked.

## **ARTICLE XVI**

### **WAGES**

#### **Section 16.1. Wage Schedule.**

Increase wages by 2% effective May 1, 2013; by 2% effective May 1, 2014, by 2% effective May 1, 2015, and by 2% effective May 1, 2015, as reflected in Appendix A attached hereto and made a part hereof. A sergeant’s hourly rate shall be determined by dividing his annual salary by the sergeant’s regular annual scheduled hours of work.

**Section 16.2. Temporary Assignment to Deputy Chief.**

Any sergeant temporarily assigned to a deputy chief position for a period of thirty (30) days or more shall be compensated with a 5% increase to the maximum of the sergeant's salary range and the work schedule associated with that position.

**ARTICLE XVII**  
**UNIFORM ALLOWANCE**

**Section 17.1. Uniform Allowance.**

The City will provide to each sergeant covered by this agreement a uniform benefit. The uniform benefit amount shall be as follows:

May 1, 2013	\$825.00
May 1, 2014	\$825.00
May 1, 2015	\$825.00
May 1, 2016	\$825.00

A sergeant may select approved uniform items from a vendor or vendors selected by the City, and the City will pay for such purchases directly, not to exceed the annual uniform allowance specified above. Unused annual uniform benefits will not accumulate from one year to the next.

The City will also provide an additional benefit amount of up to \$400 for a bulletproof vest the first year of employment and every five (5) years thereafter. For the term of this agreement, sergeant vests shall be replaced as set forth in the vest replacement list, attached hereto as appendix B.

**Section 17.2. Reimbursement For Destruction Of Personal Property.**

Personal property required to be carried on duty, such as a watch, glasses, etc., shall be repaired or replaced at the chief's discretion at reasonable price not to exceed \$250.00 in the event of damage pursuant to police duties.

**ARTICLE XVIII**  
**MISCELLANEOUS**

**Section 18.1. No Discrimination.**

Neither the City nor MAP shall discriminate in violation of applicable law against any sergeant because of race, sex, age, disability, sexual orientation, creed, color, religion, or national origin. MAP shall represent all sergeants fairly without regard to Union affiliation, non-affiliation, or disaffiliation.

Any alleged violations of this Section shall be resolved through the appropriate federal or state agency or court, and shall not be subject to the grievance procedure.

**Section 18.2. Bill of Rights.**

The City acknowledges its obligations under 50 ILCS 725/1 et seq., relative to actions taken by the department that are subject to said law.

The sole remedy of any violation of the foregoing rights shall be to require that the procedure or access be followed or granted in line with legal requirements. In no case shall a violation of any of the foregoing serve to excuse employee misconduct or to mitigate or void any disciplinary or other action taken by the City to enforce discipline or to maintain efficiency.

**ARTICLE XIX**  
**LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES**

**Section 19.1. Scope.**

The union and the employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between union representatives and responsible administrative representatives of the employer. Such meetings shall be held monthly as agreed by both parties at a mutual time and place. In addition to monthly meetings, each party may request a meeting at least ten (10) calendar days in advance by placing, in writing, a request to the other for a meeting of the labor-management committee and expressly providing the agenda for such meeting. Such meetings shall be held in the police department or other mutually agreed upon place and limited to:

- a. Discussing the implementation and general administration of this agreement.
- b. A sharing of general information of interest to the parties.
- c. Notifying the union of changes in conditions of employment contemplated by the employer that may affect the sergeants.
- d. Conferring on matters of mutual interest.
- e. Safety practices and procedures with the police department, equipment additions and/or facility modifications
- f. Questions raised by sergeants about supervisory practices of the departmental command

**Section 19.2. Conditions.**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at meetings of the labor-management committee, nor shall negotiations for the purpose of altering any or all terms of this agreement be carried on at such meetings.

**Section 19.3. Attendance.**

Attendance at meeting of the labor-management committee shall be voluntary on the sergeant's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except for sergeants who attend during working hours, the sergeant shall be permitted to attend without loss of pay.

Normally, up to three (3) persons from each side may attend these meetings, schedules permitting.

**Section 19.4. Departmental Written Directives.**

It is the department's right to issue written directives deemed necessary to maintain and/or improve professional and efficient department operations. To provide the union an opportunity to comment on written directives before implementation, the chief will provide the Union with a copy of all written directives at least seven (7) calendar days before implementation, and will allow union sergeants an opportunity to submit written comments relating to said directive during that seven (7) day period.

Each sergeant shall continue to receive copies of departmental written directives. Any change in departmental written directives shall be distributed prior to implementation to each police sergeant. Charges for infraction(s) of the rules or the written directives of the department will be brought within thirty (30) days after command has knowledge of the events or circumstances upon which such charges are based. All investigations resulting from charges (other than criminal) shall be brought to a conclusion within one hundred eighty (180) days of charge(s) being brought against the sergeant

**ARTICLE XX**  
**MISCELLANEOUS PROVISIONS**

**Section 20.1. Ratification And Amendment.**

This Agreement shall become effective when ratified by the City and MAP and signed by authorized representative(s) thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 20.2. Maintenance Of Economic Benefits.**

A sergeant's return to work after injury or medical leave, as well as medical exams, functional capacity evaluations and transitional duty, shall be governed by City policy, as the same may be changed from time to time.

**ARTICLE XXI**  
**SAVINGS CLAUSE**

**Section 21.1. Savings Clause.**

In the event any article, section, or portion of this agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated article, section, or portion thereof.

**ARTICLE XXII**  
**ENTIRE AGREEMENT**

This agreement constitutes the complete and entire agreement between the parties and, concludes collective bargaining between the parties for its term. This agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this agreement. If a past practice is not addressed in this agreement, it may be changed by the employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this agreement. The union specifically waives any right it may have to impact or effects bargaining for the life of this agreement.

**ARTICLE XXIII**  
**TERMINATION**

**Section 23.1. Termination in 2017.**

This agreement shall be effective as of May 1, 2013, and shall remain in force and effect until April 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. In the event that either party desires to terminate this agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**METROPOLITAN ALLIANCE OF POLICE  
ST. CHARLES, CHAPTER 28**

**CITY OF ST. CHARLES**

\_\_\_\_\_  
President

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
City Clerk

**METROPOLITAN ALLIANCE OF POLICE**

\_\_\_\_\_  
President  
\_\_\_\_\_

**APPENDIX A**  
**SERGEANT HOURLY RATE**

<i>Sergeant Hourly Rate</i>				
	<b>88%</b>	<b>92%</b>	<b>96%</b>	<b>100%</b>
<b>FY 13/14</b>				
<b>Hourly</b>	\$45.87	\$47.95	\$50.04	\$52.12
<b>2.00%</b>				
<b>FY 14/15</b>				
<b>Hourly</b>	\$46.78	\$48.91	\$51.04	\$53.16
<b>2.00%</b>				
<b>FY 15/16</b>				
<b>Hourly</b>	\$47.72	\$49.89	\$52.06	\$54.23
<b>2.00%</b>				
<b>FY 16/17</b>				
<b>Hourly</b>	\$48.67	\$50.89	\$53.10	\$55.31
<b>2.00%</b>				

**APPENDIX B**  
**SERGEANT BODY ARMOR REPLACEMENT LIST**

Below is the department's existing body armor replacement list for sergeants:

<b>Fiscal Year</b>	<b>Sergeant</b>
2012/2013	Gatlin
2013/2014	No sergeants scheduled.
2014/2015	Cicci Anderson Dargis
2015/2016	Kuttner Griesbaum
2016/2017	T. Shaw

## **SIDE LETTER** **SUBSTANCE USE POLICY**

The City of St. Charles is committed to providing a safe and productive work environment for all employees and visitors. Employee health and overall well-being of the mind and body are important. The adverse effects of drug and alcohol use by employees are unacceptable. Consistent with the spirit and intent of this commitment, the City of St. Charles has developed and is implementing the following substance use (drugs and alcohol) policy for the Sergeants in accordance with the MAP contract. All aspects of the City's drug/alcohol testing policy including, but not limited to, the collection, handling, shipping, receiving and storage of specimens, laboratory analysis procedures, record keeping and the reporting of test results shall comply with federal regulations. Any changes to the Substance Use Policy will be discussed in Labor/Management and agreed to by both parties.

### **Substance Use Prohibited**

All locations, at which City business is conducted, are declared to be drug-free work places. The use, possession, (except, as required, in the line of duty) distribution and/or sale of drugs or alcohol on City premises or during work time by employees or visitors is prohibited. Employees are also prohibited from reporting to work or working under the influence of illegal drugs or alcohol. "Under the influence of drugs or alcohol" is defined as when test results are at or above the levels indicated in this policy. In accordance with this policy, urinalysis tests will be conducted to detect the six (6) following substances for Sergeants: amphetamines, cocaine, marijuana, opiates, 6-Accetylmorphine, and phencyclidine (PCP). Suspected cases of illegal workplace drug/alcohol possession or the distribution or sale of drugs/alcohol will be referred to law enforcement authorities. Employees who use drugs/alcohol harm themselves, endanger others, and can affect the efficiency and effectiveness of City operations.

### **Substance Use Testing**

#### ***Drug Testing***

Employees may be randomly tested no more than two (2) times per calendar year. All urine samples shall be split-samples. The "primary sample" shall be at least 30 ml. of urine; the "split sample" shall be at least 15 ml. Failure of the employee to provide that quantity even after a three (3) hour second opportunity following drinking up to forty (40) ounces of water, will cause the employee to be referred for a medical evaluation to develop pertinent information as to whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. The medical evaluation shall go to the Medical Review Officer (MRO) who will make a conclusion in writing to the City. While this process is being accomplished the employee shall not be working.

The employee will pay for all tests it directs.

The employee will be provided an eight (8) ounce glass of water every 30 minutes, but not to exceed a maximum of 40 ounces over a period of three (3) hours or until the donor has provided a sufficient urine specimen. The employee shall consume that amount which is not uncomfortable.

## ***Alcohol Testing***

Two breath tests are required to determine if the employee has a prohibited alcohol concentration. A "screen" test shall be conducted first. Any results less than .04 alcohol concentration is considered a negative test and a second test is not required. If the alcohol concentration is .04 or greater, a second or "confirmation test" must be conducted. Within two (2) days of receipt, the City shall provide an employee with a copy of any test results that the City received with respect to such employee. The employer will pay for all tests it directs. Time spent at the site and traveling to and from the testing site shall be treated as work time.

## **Post-Offer Testing**

No one will be hired or re-hired until they take and pass a urine test for evidence of illegal drug use. All post-offer individuals will be scheduled at the City designated medical provider for substance use testing. The City designated medical provider uses only SAMHSA certified labs. The prospective employee will be required to sign a consent form, show a photo identification, and provide a urine specimen under the security requirements of the City designated medical provider. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectrometry (GCMS) before specimens are regarded positive. Should a post-offer individual refuse a substance test or test positive, the offer will be rescinded. All results will be confidential.

## ***Test Cutoff Levels Defined***

The initial test cut-off levels are defined as at or above:

<b>INITIAL TEST CUT-OFF LEVELS</b>	
Marijuana metabolites	50 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites Codeine/Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines AMP/MAMP (methamphetamine) MDMA (ecstasy)	500 ng/ml 500 ng/ml

A positive urine/blood test is defined as at or above these levels of GC/MS Confirmation:

<b>DRUGS</b>	
Marijuana metabolites	15 ng/ml
Benzoylcegonine	100 ng/ml
Codeine	2000 ng/ml
Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml

Phencyclidine (PCP)	25 ng/ml
Amphetamines	250 ng/ml
Methamphetamine	250 ng/ml
MDMA (ecstasy)	250 ng/ml
MDA	250 ng/ml
MDEA	250 ng/ml

**Post Employment Drug Testing**

Once an applicant is hired, the employee may be subject to the following tests:

***Post-Accident Testing***

**Vehicle Accident**

Employee(s) involved in a reportable accident must be tested for substance use if one or more of the following apply:

- Fatality
- If the employee is the driver and receives medical treatment away from accident site (testing must occur within eight (8) hours of the accident for alcohol and 32 hours of the accident for drugs)
- If the employee is the driver and any vehicle is towed (testing must occur within 32 hours of the incident)
- Reasonable suspicion of drug usage

**Employee Accident**

All employees will be tested for substance use if seeking medical treatment following a work-related injury with a medical provider (hospital, clinic, or physician's office).

The substance use test must be performed within two (2) hours following the accident. If a required alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test. If a required controlled substance test is not administered within 32 hours following the accident, the employer shall cease attempts to administer a controlled substances test. If the employee refuses to submit to the substance use test, he/she will be treated as if he/she tested positive.

**Reasonable Suspicion Testing**

Employees who are suspected of using drugs at any time or alcohol during work hours will be tested for substance use. This suspicion must be based on the supervisor's specific observations concerning the appearance, behavior, speech and/or body odors of the employee. Testing for alcohol must occur within eight (8) hours of the supervisor's observation. Testing for drugs can occur whenever there is suspicion.

Employees will be given a completed and signed copy of the reasonable suspicion checklist at the time that they are directed to undergo reasonable suspicion testing.

Employees selected for testing because of reasonable suspicion will be escorted to the City designated medical provider to provide a urine specimen(s) in accordance with the City policy guidelines. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectroscopy (GCMS)

before specimens are regarded positive. All positive drug test results will also be reviewed by a Medical Review Officer before results are reported to the City.

### **Random Selection Testing**

The City of St. Charles utilizes a computerized random selection program at the City designated medical provider to provide names to be tested for substance use. All employees in the random selection pool have an equal chance to be selected. Employees may be randomly tested no more than two (2) times per calendar year unless otherwise specified in union contract. Results will be sent to employee within two (2) days of receiving them in HR. A computer does the actual selection and provides two lists:

1. List of each employee in the City pool at the time of selection;
2. List of the actual employees selected at the time of selection.

### **Positive Employee Post-Accident, Reasonable Suspicion, Random Selection Test Results**

Positive test results for these tests are defined as:

1. An employee admission that he or she has used drugs and/or alcohol prior to reporting to work or while working
2. A breath alcohol concentration of .04 or greater
3. Positive urine test at or above levels stated in the pre-employment result section.
4. Refusal to be tested which may consist of attempting to adulterate sample; substitution of sample; or failure to cooperate in the testing process to include deliberate delay.

### ***Refusals or Positive Test – Removal from the Job***

Employees who refuse to be tested will be treated as if they tested positive. Refusal consists of attempting to adulterate sample, substitution of sample, or failure to cooperate in the testing process to include deliberate delay. The City may terminate the employee upon a positive test result. The employee, if testing positive, will be removed from his/her job immediately, required to have an evaluation and education with the Substance Abuse Professional (SAP) through the Employee Assistance Program (Tri-City Family Services), comply with and complete any recommended rehabilitation, and authorize the program to keep the City of St. Charles abreast of the employee's drug-free accomplishments. EAP services beyond the group health benefits provided by the City of St. Charles at the time of treatment, is the responsibility of the employee.

### **Employee Assistance Program (EAP)**

Any employee violating this policy is subject to discipline including suspension and/or termination. However, should any employee be convicted of violating a criminal drug statute in the

workplace, discipline of the employee will be termination, referral to law enforcement and/or participation in an approved rehabilitation or drug use employee assistance program (EAP). The Employee Assistance Program for City of St. Charles employees is Tri-City Family Services. If such help is offered and accepted, the employee must satisfactorily take part in the program to continue employment. The City believes that rehabilitation is the preferred solution to any such problem as it both protects our investment in a trained employee and treats the employee concerned with dignity. Payment beyond the group health benefits provided by the City of St. Charles at the time of treatment is the responsibility of the employee.

### ***EAP Requirements***

1. Employees in treatment due to a violation of this policy may be placed on medical leave at the discretion of the City. Employees who successfully complete rehabilitation will be reinstated to an available opening for which they are qualified.
2. All employees who have tested positive and completed an employee assistance/treatment program will be required to submit to testing with or without cause when ordered by the City for up to one (1) year following completed rehabilitation.
3. Employees who fail to cooperate in an evaluation; fail to successfully complete rehabilitation or test positive more than once will be terminated.
4. Some or all of the expenses of rehabilitation may be covered by the employee's insurance. Expenses not covered are the responsibility of the employee.
5. Employees may volunteer for rehabilitation and treatment but may not avoid discipline by volunteering. All rehabilitation provisions will still apply. No more than two such leaves for voluntary treatment will be granted to any employee.

### **Drug Education**

Employees have the right to know about the dangers of drug use in the workplace, the City policy regarding a drug-free workplace and what is available to help combat drug problems. Education programs on the dangers of drug use in the workplace will be made available on a regular basis. Employees will be made aware of the several kinds of help that are available on a voluntary basis.

These include:

1. Medical insurance benefits for substance use programs
2. Information about community resources for assessment and treatment
3. Tri-City Family Services (Employee Assistance Program)

We have established this help as part of our commitment to the health, safety, and well-being of our employees and their families; employees are encouraged to use it as needed.

## **Policy Acknowledgement**

All employees must acknowledge in writing (see Substance Use Policy Acknowledgement Form) that they have been informed of the above policy and agree to abide by it in all respects.

### ***Rights and Responsibilities under the City of St. Charles Policy***

#### **Employee Rights**

1. The City of St. Charles will tell the employee that he/she can't bring in, make, distribute or sell, use or even have with him/her any illegal drugs or alcohol when at work or on City premises.
2. The City of St. Charles will tell the employee what help the City has available to him/her for combating drug and alcohol problems.
3. The City of St. Charles will give the employee a written policy statement explaining the policy about drugs in the workplace.

#### **Criminal Conviction**

If an employee is convicted by a court of a substance use related criminal violation, the employee may be:

1. Disciplined up to and including termination; or
2. Offered help available to combat the employee's involvement with drugs or alcohol in accordance with the City policy.

#### **Employee Responsibilities**

1. The employee must read the policy statement and certify that he/she has done so.
2. The employee must agree to abide by the guidelines of the City's policy. The City of St. Charles can terminate an employee if he/she does not agree.
3. The employee must satisfactorily complete all the steps associated with any offered rehabilitation program.

If an employee has any questions or comments about this policy, please contact the Human Resources Department.

**SIDE LETTER**  
**SICK BANK HOURS**

This is a Side Letter to the 2013-2017 collective bargaining agreement between the City of St. Charles, Illinois, (hereinafter referred to as the “City” or the “Employer”) and the METROPOLITAN ALLIANCE OF POLICE, St. Charles Chapter #28 (hereinafter referred to as “MAP”). The City and MAP hereby agree as follows:

1. The following sergeants have the following sick leave hours in a sick bank, which such hours may be used only in the case of a serious health condition of the employee.

<b>Name</b>	<b>Sick Bank Hours</b>
Anderson, Roger	232.0
Cicci, Joseph	0
Dargis, Linas	389.75
Shaw, Thomas	387.75

2. This benefit is governed by City personnel policies in effect upon execution of this Side Letter.
3. In accordance with existing City policy, the above sick bank hours are not covered, and shall not be included, in any buyback program, including the buyback described in Section 12.3.
4. It is further understood and agreed that Sergeants shall be ineligible to participate in the Section 401A program offered by the City.

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**METROPOLITAN ALLIANCE OF POLICE**

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President



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Resolution authorizing the Mayor and City Clerk to Execute a Contract Amendment with Advanced Disposal and Budget Amendment for 2013 Flood Debris Collection
Presenter:	Mark Koenen

*Please check appropriate box:*

<input type="checkbox"/> Government Operations	<input type="checkbox"/> Government Services
<input type="checkbox"/> Planning & Development	<input checked="" type="checkbox"/> City Council 05.06.13

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

Funded from the General Fund reserves.

**Executive Summary:**

Staff was directed to contact Advanced Disposal (Veolia) to obtain pricing for collection of flood debris throughout the City. The agreed upon proposal is attached. The amount is \$60,000 for up to 240 tons of material and \$80.00 per ton for every ton over 240 tons.

The collection took place on the regular refuse collection days the week of April 28<sup>th</sup>. Notice went out to residents in a press release and was placed on the City website.

**Attachments:** *(please list)*

Resolution Authorizing Mayor and Clerk to Execute.  
Advanced Disposal Proposal

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to Approve a Resolution authorizing the Mayor and City Clerk to Execute a Contract Amendment with Advanced Disposal and Budget Amendment for 2013 Flood Debris Collection in the amount of \$60,000.

*For office use only*

*Agenda Item Number:*

**City of St. Charles, Illinois**

**Resolution No. 2013 - 43**

**A Resolution Authorizing the Mayor and City Clerk to Execute a Contract Amendment Between the City of St. Charles and Advanced Disposal for a Budget Amendment for 2013 Flood Debris Collection**

**Presented & Passed by the  
City Council on 06 May 2013**

BE IT RESOLVED BY the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois that the Mayor and City Clerk are hereby authorized to execute a contract amendment with Advanced Disposal (formerly Veolia) to amend the budget, as part of the City-wide flood clean-up, to pick-up flood related debris for the agreed upon flat rate of \$60,000 for up to 240 tons of material and \$80.00 per ton for every ton over 240 tons.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 6<sup>th</sup> day May, 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this 6<sup>th</sup> day of May, 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 6<sup>th</sup> day of May, 2013

\_\_\_\_\_  
Donald P. DeWitte, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



April 25, 2013

Mr John Lamb  
City of St Charles

Dear John,

Per our conversation we are prepared to do a city wide flood clean-up the week of April 29, 2013. We will add the extra equipment and labor as necessary to pick up flood related debris on resident's normal service days.

We are offering a flat rate of \$60,000 for up to 240 tons of material, this includes all labor and materials. If we collect more than 240 tons we will bill the City \$80 per ton for any material over 240 tons. Because this clean-up will be combined with the normal weekly service, we will deduct the average weekly tonnage from the totals at the end of the clean-up.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Alderman", is written over a circular stamp or watermark.

Jim Alderman  
Advanced Disposal



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title: Motion to approve a Resolution Granting a Seventh Extension to Begin Construction Following Recording of the PUD Final Plat for the First Street Redevelopment PUD Phase III

Presenter: Rita Tungare

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council – New Business (5/6/13)

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

#### Executive Summary:

Phase III of the First Street Redevelopment PUD includes all of the property on the riverfront and includes Building 1 (River Terrace), Buildings 2 and 3 and the second parking deck (River Loft), the east plaza and river walk, and Building 9 (1 W. Main St/former Manor site).

The Final Plat of Subdivision for Phase III was recorded on December 8, 2008, and per Section 17.04.420 of the Zoning Ordinance, construction within the phase, as authorized by the issuance of a building permit, must begin within two years from the date of Final Plat recording for that specific phase. On July 16, 2013, the City Council granted a sixth construction extension, which extended the deadline to May 7, 2013 (Resolution #2012-89).

To date, no building permits have been issued for construction on any portion of the Phase III site.

Without any further extension, approval of the PUD Preliminary Plans for the Phase III buildings and site improvements will lapse. The Special Use for PUD Ordinance, which established the Zoning Standards for the site, will remain in place. However, if no extension is granted, PUD Preliminary Plans (including building architecture, streetscape, and landscape designs) will require a new review and approval by the Plan Commission and City Council.

The Zoning Ordinance allows the City Council to grant no more than a one-year extension to begin construction.

The City of St. Charles, as a landowner within the site, was a signatory to the Final Plat of Subdivision. City Council approval of the developer’s extension request will constitute the City’s authorization for the extension.

Staff is recommending an extension to August 20, 2013.

This approval relates only to the PUD plan approvals for the property and has no direct relation to the timing provisions of the Redevelopment Agreement.

#### Attachments: (please list)

Letters requesting an extension; Resolution

#### Recommendation / Suggested Action (briefly explain):

Motion to approve a Resolution Granting a Seventh Extension to Begin Construction Following Recording of the PUD Final Plat for the First Street Redevelopment PUD Phase III.

For office use only

Agenda Item Number:

*Law Offices of*  
**Levato & Kotche**

1060 LAKE STREET • SUITE 200 • HANOVER PARK, ILLINOIS 60133  
(630) 736-0300 • FAX: (630) 736-0400

*Edward N. Levato*

*Keith J. Kotche*  
April 26, 2013

*Bloomington Office*  
1 TIFFANY POINT, SUITE 204  
BLOOMINGDALE, ILLINOIS 60108  
(630) 894-5600  
(630) 894-6045 FAX

*Via Regular Mail and Fax*

The Honorable Mayor Don De Witt  
City Council Members  
City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174

**RE: PUD CONSTRUCTION EXTENSION FOR FIRST STREET PHASE III**

Dear Mayor DeWitt and City Council Members:

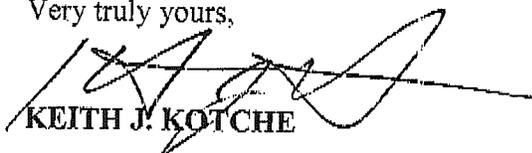
Per Section 17.04.420 of the St. Charles Zoning Ordinance, on behalf of First Street Development, LLC. I hereby request an extension of the construction period for Phase III of the First Street Redevelopment PUD, to extend the deadline for beginning construction to August 20, 2013. Phase III includes all of the property on the riverfront including Buildings 1, 2 and 3, the second parking deck and east Plaza and river walk. Without any further extension, approval of the PUD Preliminary Plans for the buildings and site improvements in this phase will lapse on May 7, 2013.

The Final Plat of Subdivision of Phase III was recorded on December 12, 2008 and per Section 17.04.420 of the St. Charles Zoning Ordinance, construction on a specific phase of a PUD as authorized by the issuance of a building permit, must begin within two (2) years from the date of Final Plat recording for that specific phase. To date, no building permits have been issued for construction on any portion of the site.

First Street Development LLC is continuing its efforts to modify the concept of Buildings 1, 2 and 3 and proceed with construction. We remain committed to moving forward with the project.

We will be present at the City Council meeting when you consider this request and answer any questions that you might have with regard to Phase III. Thank you for your consideration of this request.

Very truly yours,

  
KEITH J. KOTCHE

KJK:mks

# KLEIN, DADAY, ARETOS & O'DONOGHUE, LLC

*Attorneys and Counselors*  
2550 W. GOLF RD., SUITE 250  
ROLLING MEADOWS, IL 60008  
(847) 590-8700  
FAX (847) 841-3636

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Carrissa Mazzeffi Alvers  
James M. Nelis  
Hon. John J. Scotillo (ret.)

Joseph J. Klein  
Stephen G. Daday  
Michael G. Aretos  
Timothy J. O'Donoghue

Jonathan N. Rogers  
Christopher N. Ackeret  
Katherine A. Kuzmickas  
Shayna T. Williams  
Hazem Isawi  
Danica L. Werhand  
Robyn K. Kish  
Daniel J. Lee

Chicago Loop Office  
One N. LaSalle St.  
Suite 450  
Chicago, IL 60602

May 2, 2013

Via Facsimile and US Certified Mail

City Of St. Charles  
Mayor Donald DeWitte  
2 E. Main Street  
St. Charles, IL 60174

City of St. Charles  
Brian Townsend  
2 E. Main Street  
St. Charles, IL 60174

City of St. Charles  
Russell Colby  
2 E. Main Street  
St. Charles, IL 60174

Re: PUD Construction Extension for First Street Phase III

Dear Mayor and City Council:

Per Section 17.04.420 of the St. Charles Zoning Ordinance, I hereby request an extension of the construction period for Building 9 (1 W. Main St/former Manor site) in Phase III of the First Street Redevelopment PUD, to extend the deadline for beginning construction. Phase III includes all of the property on the riverfront and includes Building I (River Terrace), Buildings 2 and 3 and the second parking deck (River Loft), the east plaza and river walk, and Building 9 (1 W. Main St/former Manor site). Without any further extension approval of the PUD Preliminary Plans for the buildings and site improvements in this phase will lapse on May 7, 2013.

The Final Plat of Subdivision for Phase III was recorded on December 12, 2008, and per Section 17.04.420 of the St. Charles Zoning Ordinance, construction on a specific phase of a PUD as authorized by the issuance of a building permit, must begin within two years from date of Final Plat recording for that specific phase. To date, no building permits have been issued for construction on any portion of the site.

Despite marketing the property with a commercial real estate broker, we were unable to secure lease commitments for Building 9. As you know, current economic conditions have severely curtailed retail and office expansion. Consequently, we are unable to secure financing to begin construction on Building 9. We remain committed to moving forward with the construction of Building 9. We remain convinced that the location of our site, the success of

new First Street businesses , and the continue “pro-business” efforts of the St. Charles City Council will allow us to succeed in our efforts to lease the Building and begin construction.

We are available at any time to meet with you to answer any questions that you might have with regard to building 9 in Phase III. Thank you for your consideration of this request.

Very truly yours,

*Joseph J. Klein*

Joseph J. Klein

JJK: sh

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Granting a Seventh Extension to Begin Construction Following  
Recording of the PUD Final Plat for the  
First Street Redevelopment PUD Phase III**

**Presented & Passed by the  
City Council on May 6, 2013**

WHEREAS, on December 8, 2008, the Final Plat of Subdivision for Phase III of the First Street Redevelopment PUD was recorded in the Kane County Recorders Office as Document Number 2008K089916; and

WHEREAS, Section 17.04.420 of the St. Charles Zoning Ordinance requires that if construction for each phase of the PUD, as authorized by the issuance of a building permit, does not begin within two (2) years of the date of the recording of the PUD Final Plat for that phase, approval of the PUD Preliminary Plans for the phase shall lapse; and

WHEREAS, on November 10, 2010, the City Council approved Resolution No. 2010-44, granting a 12-month extension to begin construction, extending the date from December 8, 2010 to December 8, 2011; and

WHEREAS, on December 6, 2011, the City Council approved Resolution No. 2011-106, granting an extension to begin construction, extending the date from December 8, 2011 to January 17, 2012; and

WHEREAS, on January 17, 2012, the City Council approved Resolution No. 2012-2, granting an extension to begin construction, extending the date from January 17, 2012 to February 21, 2012; and

WHEREAS, on February 21, 2012, the City Council approved Resolution No. 2012-15, granting an extension to begin construction, extending the date from February 21, 2012 to May 7, 2012; and

WHEREAS, on May 7, 2012, the City Council approved Resolution No. 2012-36, granting an extension to begin construction, extending the date from May 7, 2012 to July 17, 2012; and

WHEREAS, on, July 16, 2012, the City Council approved Resolution No. 2012-89 granting an extension to begin construction, extending the date from July 17, 2012 to May 7, 2013; and

WHEREAS, to-date no building permits have been issued for construction within said phase; and

WHEREAS, on Keith Kotche, on behalf of property owners First Street Development LLC, and Joseph Klein, on behalf of property owners SMN Development LLC, have requested an extension to begin construction of buildings in Phase III.

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois that pursuant to Section 17.04.420 of the St. Charles Zoning Ordinance, an extension to begin construction following recording of the PUD Final Plat shall be granted for Phase III of the First Street Redevelopment PUD. Construction shall begin no later than August 20, 2013, and the PUD Preliminary Plan shall remain valid until August 20, 2013.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 6th day of May 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this 6th day of May 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 6th day of May 2013.

\_\_\_\_\_  
Donald P. DeWitte, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY**



Title:	Recommendation to Approve an Ordinance Authorizing the Execution of a Ninth Amendment to a Purchase Agreement By and Between the City of St. Charles and SMN Development, L.L.C.
Presenter:	Chris Aiston

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council (05/6/13)
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

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

**Executive Summary:**

In a letter dated April 29, 2013 and citing his client’s inability to secure pre-lease/pre-sale commitments required for private financing, Attorney Joe Klein, on behalf of SMN Development, LLC (“SMN”), has requested an amendment to the pending Purchase Agreement between the City and SMN. Per this request, SMN is asking that it be given until on or before May 7, 2014 to (i) secure a building permit and (ii) secure an unconditional commitment for construction financing, with the construction escrow to be opened simultaneously with, and as a condition to closing the purchase on the City’s 52-foot wide parcel fronting First Street.

As planned, once purchased, SMN will combine this parcel with its property at 1 West Main Street (former Manor Restaurant parcel) to construct a four-story retail/office building. At this time, staff is recommending an amendment to the subject Agreement allowing SMN until August 20, 2013 to meet the aforesaid conditions.

**Attachments:** *(please list)*

Ordinance (including Exhibit A, the Amendment to the Purchase Agreement )  
Purchase Agreement

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to Approve an Ordinance Authorizing the Execution of an Ninth Amendment to a Purchase Agreement By and Between the City of St. Charles and SMN Development, L.L.C.

<i>For office use only:</i>	<i>Agenda Item Number:</i>
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**City of St. Charles, Illinois**  
**Ordinance No. \_\_\_\_\_**

**An Ordinance Approving and Authorizing the Execution  
of a Ninth Amendment to Purchase Agreement By and Between  
the City of St. Charles and SMN Development, L.L.C.**

WHEREAS, SMN Development, L.L.C., an Illinois limited liability company (the “Developer”), has previously entered into a Purchase Agreement, dated September 2, 2008, and subsequent amendments dated January 5, 2009, September 21, 2009, April 5, 2010, December 5, 2011, January 17, 2012, February 12, 2012, May 7, 2012 and July 16, 2012 (collectively, the “Agreement”), with the City of St. Charles, Kane and DuPage Counties, Illinois (the “City”) for the purchase of a certain vacant parcel of real property (the “Premises”) located within the First Street Redevelopment Project Area; and

WHEREAS, the parties desire to amend the Agreement to revise the conditions of and date for closing of the Premises; and

WHEREAS, the Corporate Authorities of the City find it is in the best interests of the City to enter into this Ninth Amendment to Purchase Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

Section 1. That the foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authorities of the City of St. Charles and are incorporated herein by specific reference.

Section 2. That upon receipt from the Developer of four (4) executed copies of this Ninth Amendment to Purchase Agreement, the City Administrator is hereby authorized to execute this Ninth Amendment to Purchase Agreement in substantially the form of such agreement appended

Ordinance No. \_\_\_\_\_

Page 2

to this Ordinance as Exhibit A, with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Ninth Amendment to Purchase Agreement.

Section 3. That the officials, officers and employees of the City are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Ordinance and of the Ninth Amendment to Purchase Agreement.

Section 4. That this Ordinance shall be in full force and effect upon and after its passage in the manner provided by law.

Presented to the City Council of the City of St. Charles, Illinois this 6th day of May, 2013.

Passed by the City Council of the City of St. Charles, Illinois, this 6<sup>th</sup> day of May, 2013.

Approved by the Mayor of the City of St. Charles, Illinois, this 6th day of May, 2013.

\_\_\_\_\_  
MAYOR DONALD P. DEWITTE

ATTEST:

\_\_\_\_\_  
CITY CLERK

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

APPROVED AS TO FORM:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**NINTH AMENDMENT TO PURCHASE AGREEMENT**

This Ninth Amendment to Purchase Agreement (“Ninth Amendment”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between SMN Development, L.L.C., an Illinois limited liability company (“Purchaser”), and the City of St. Charles, an Illinois municipal corporation (“Seller”).

W I T N E S S E T H:

WHEREAS, Purchaser and Seller entered into that certain Purchase Agreement, dated September 2, 2008, and subsequent amendments dated January 5, 2009, September 21, 2009, April 5, 2010, December 5, 2011, January 17, 2012, February 12, 2012, May 7, 2012 and July 16, 2012 (collectively, the “Agreement”), for the purchase and sale of the Premises, as defined in the Agreement and legally described in Exhibit A, attached hereto and to be made a part hereof; and

WHEREAS, the Seller and Purchaser desire to amend the Agreement to extend the Conditions Precedent Date, under Paragraph 8 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully rewritten.

2. Definitions; Amendment Controls. Capitalized terms used, but not defined herein, shall have the same meaning ascribed to such terms in the Agreement. The provisions of this Ninth Amendment shall be deemed by the parties to be fully integrated into the Agreement. Should any provision of the Agreement conflict with any of the terms and conditions of this Ninth Amendment, the terms and conditions set forth in this Ninth Amendment shall at all times supersede, govern and control.

3. Conditions Precedent. Paragraph 8 of the Agreement is hereby deleted in its entirety and the following Paragraph 8 is hereby inserted in lieu thereof:

8. **Conditions Precedent.** Each party’s obligation to close on the sale and purchase of the Premises is subject to the following conditions:

On or before August 20, 2013, the Purchaser shall:

- a. secure a building permit; and
- b. secure an unconditional commitment for construction financing, with the construction escrow to be opened simultaneously with, and as a condition to, the closing herein of the Premises between the parties.

If any of the conditions precedent to the obligations set forth in this Paragraph or elsewhere in the Agreement are not fulfilled at or within the times set forth herein for the fulfillment thereof (after any applicable cure period), or not otherwise waived in writing by the parties, either party may terminate this Agreement by notice to the other, and thereupon this Agreement shall become null and void.

4. Compliance. The parties hereby acknowledge that each has been faithfully performing its required obligations under the terms of the Agreement and that neither party is in breach or in default in the performance of any covenant or agreement required to be performed of such party under the Agreement as of the date hereof.

5. Ratification of Agreement. Except as amended and modified in this Ninth Amendment, the Agreement is hereby ratified to be in full force and effect.

6. Counterparts. This Ninth Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Ninth Amendment to the Agreement to be executed, as of the day and year first above written.

PURCHASER:

SELLER:

SMN Development, L.L.C.,  
an Illinois limited liability company

City of St. Charles,  
an Illinois municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Brian Townsend  
City Administrator

Attest: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of Real Estate**

LOT 2 OF PHASE III FIRST STREET REDEVELOPMENT SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27 AND EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 2008, AS DOCUMENT 2008K089916 AND CORRECTION CERTIFICATE RECORDED DECEMBER 8, 2008, AS DOCUMENT 2008K089917.

**City of St. Charles, Illinois**

**Ordinance No. 2008-M-59**

**An Ordinance Approving and Authorizing the  
Execution of the Purchase Agreement By and Between  
the City of St. Charles and SMN Development, L.L.C.**

**Adopted by the  
City Council  
of the  
City of St. Charles  
September 2, 2008**

**Published in pamphlet form by  
authority of the City Council  
of the City of St. Charles,  
Kane and Du Page Counties,  
Illinois, September 5, 2008**

*Nancy Garrison*  
City Clerk



**(SEAL)**

DATE OF PUBLICATION 09/05/08  
RECEIVED PURCHASE AGREEMENT

REPORT TO  
COMMITTEE 09/02/08  
PAGE \_\_\_\_\_

ORDINANCE NO. 2008-M-59

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION  
OF THE PURCHASE AGREEMENT BY AND BETWEEN  
THE CITY OF ST. CHARLES AND SMN DEVELOPMENT, L.L.C.**

WHEREAS, SMN Development, L.L.C., an Illinois limited liability company (the "Developer") desires to enter into a purchase agreement ("Purchase Agreement") with the City of St. Charles, Kane and DuPage Counties, Illinois (the "City") for the purchase of a parcel of real property (the "Property") located within the First Street Redevelopment Project Area (the "Redevelopment Area"); and

WHEREAS, copies of the proposed Purchase Agreement and Redevelopment Plan and Project, as amended, for the Redevelopment Area have been on file for public inspection in the Office of the City Clerk/City Administrator since August 16, 2008; and

WHEREAS, on August 16, 2008, a notice was published in the Kane County Chronicle providing, among other things, an invitation to all interested parties to submit alternative proposals to the City on or before 3:00 p.m., September 2, 2008, for the purchase of the Property to be conveyed to the Developer pursuant to the Purchase Agreement; and

WHEREAS, the City finds that the time period within which to submit alternate proposals was sufficient for purposes of satisfying the Tax Increment Allocation Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"); and

WHEREAS, no alternative proposals have been submitted to the City concerning the purchase of the Property; and

WHEREAS, the Corporate Authorities of the City find it is in the best interests of the City to enter into the Purchase Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

Section 1. That the foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authorities of the City of St. Charles and are incorporated herein by specific reference.

Section 2. That upon receipt from the Developer of four (4) executed copies of the Purchase Agreement, the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest the Purchase Agreement in substantially the form of such agreement appended to this Ordinance as Exhibit A, with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Purchase Agreement.

Section 3. That the officials, officers and employees of the City are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Ordinance and of the Purchase Agreement.

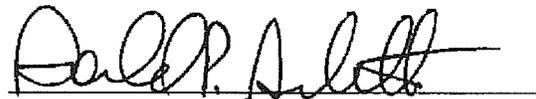
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Section 4. That this Ordinance shall be in full force and effect upon and after its passage in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois this 2nd day of September, 2008.

PASSED by the City Council of the City of St. Charles, Illinois, this 2nd day of September, 2008.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 2nd day of September, 2008.

  
MAYOR

ATTEST:

Filing acknowledged this 3rd day of September, 2008:

  
CITY CLERK



**EXHIBIT A**

**PURCHASE AGREEMENT**

## PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made this 2nd day of September, 2008 ("Effective Date") by and between SMN DEVELOPMENT, L.L.C. (hereinafter referred to as "Purchaser"), and the CITY OF ST. CHARLES, an Illinois municipal corporation (hereinafter referred to as "Seller").

1. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to buy approximately 3,804.7 square feet of certain vacant real estate legally described and depicted as set forth in Exhibit A ("Premises"), including all hereditaments and appurtenances pertaining to the Premises, including without limitation all of Seller's right, title, and interest in and to adjacent streets, alleys, rights-of-way, and/or easements for ingress and egress.

### 2. PURCHASE PRICE/FINANCING/POSSESSION.

(a) The Purchase Price for the Premises shall be One Hundred Seventy-Two Thousand Forty-Eight and 00/100 Dollars (\$172,048.00) ("Purchase Price"), plus or minus prorations, to be paid at Closing in cash or cashier's or certified funds.

(b) Possession shall be granted to Purchaser at the time of closing, free and clear of all liens, mortgages and other leases, tenancies and parties in possession.

3. SURVEY. Seller shall provide to Purchaser, at its sole cost, an updated ALTA survey of the Premises, dated not less than six (6) months prior to Closing ("Survey").

4. TITLE COMMITMENT; TITLE POLICY. Within ten (10) days of the execution date of this Agreement, Seller shall order and secure a Commitment for Owner's ALTA Title Insurance Form B ("Commitment") issued by Chicago Title Insurance Company ("Title Company"), in the amount of the Purchase Price. Along with such Commitment, the Title Company shall also furnish Purchaser with copies of all documents affecting the Premises and reflected in the Commitment.

In the event the Survey discloses any unacceptable conditions and any exceptions appear in such Commitment or title documents other than the standard printed exceptions (which shall be modified in the Owner's Title Policy as here after provided), that are unacceptable to Purchaser, then Purchaser shall, within fifteen (15) days after Purchaser's receipt of the last of such, Commitment and title documents, notify Seller in writing of such fact. Seller may, at Seller's option, undertake to commit to eliminate or modify such unacceptable exceptions from the Commitment and/or Survey, at its expense, to the reasonable satisfaction of Purchaser. If Seller is unwilling or unable to commit to cure any such objections within thirty (30) days after Seller's receipt of Purchaser's objections, Purchaser may terminate this Agreement by notice in writing to Seller. Any exceptions not

objected to by Purchaser shall hereinafter be referred to as "Permitted Exceptions."

5. ESCROW CLOSING. If Seller or Purchaser so elect, this sale shall be closed through an escrow with Chicago Title Insurance Company in accordance with the general provisions of the usual forms of escrow agreement then in use by said title company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of Purchase Price and delivery of deed shall be made through the escrow and this contract and any and all sums paid to Seller by Purchaser prior to Closing shall be deposited in the escrow. Cost of the escrow shall be divided equally by Purchaser and Seller.

6. CLOSING DATE. The Closing Date shall be the earlier of (i) thirty (30) days after the satisfaction or waiver of the conditions precedent in paragraph 8 below, or (ii) March 1, 2009, or sooner upon mutual agreement, provided that either party has not terminated this Agreement pursuant to a right to do so contained herein, and provided that all other covenants and conditions herein contained on the part of Seller have been complied with.

7. CONDITION OF PREMISES. Subsequent to the execution of this Agreement and until closing, Seller agrees that the Premises will be kept in good order in accordance with past practice and that all acts required respect to any portion of the Premises will be made in order to correct any violations of which seller shall receive written notice after the date hereof from any governmental body having jurisdiction over the Premises and in order to allow Seller to deliver the Premises to Purchaser in the same condition as exists on the date hereof.

Seller and Purchaser agree that the Premises shall be sold and that the Purchaser shall accept possession of the Premises on the Closing Date "As Is, Where Is, With All Faults" with no right of setoff or reduction in the Purchase Price and such sale shall be without representation or warranty of habitability or physical condition, use, environmental condition, zoning, economic suitability or marketability.

8. CONDITIONS PRECEDENT. On or before January 15, 2009, this Agreement and each party's obligations to close are subject to the Purchaser:

(a) recording the Phase III First Street Redevelopment Plat of Subdivision, creating the Premises legal description; and

(b) securing the permit for and the demolition of the above ground manor improvements located on the Purchaser's property located adjacent to and immediately north of the Premises.

If any of the conditions precedent to the obligations set forth in this Paragraph or

elsewhere in the Agreement are not fulfilled at or within the times set forth herein for the fulfillment thereof (after any applicable cure period), or not otherwise waived in writing by the parties either party may terminate this Agreement by notice to the other, and thereupon this Agreement shall become null and void.

9. DEED/CLOSING MECHANICS. At the Closing of the transaction, and subject to any specific Escrow Instructions as may be agreed between the parties and the title company, Seller shall deliver to Purchaser the following items, which items shall be in form and substance satisfactory to Purchaser and/or performs the following:

(a) On the Closing Date, Seller shall cause to be issued to Purchaser, at Seller's sole cost, a later date mark-up of the Commitment from the Title Company and Seller shall cause the Title Company to issue an Owner's ALTA Policy of Title Insurance Form B, issued by the Title Company in Purchaser's favor in the full amount of the Sales Price, insuring Purchaser's fee simple title to the Premises satisfactory to Purchaser, subject only to the Permitted Exceptions, with extended coverage over the General Exceptions.

(b) A Special Warranty Deed, in a form suitable for recording, conveying good and marketable fee simple title in the Premises to Purchaser, or its nominee, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions.

(c) Affidavit of Title covering the period from the date of the title report to the date of delivery of the deed, in form acceptable to the Title Company.

(d) Such other instruments and documents specifically required to be delivered by Seller under the terms of this Agreement or not expressly set forth in this Paragraph.

(e) Such other documents or instruments as in the reasonable opinion of counsel for both Seller and Purchaser may be necessary or desirable to effectuate the Closing.

10. DEFAULT. If Seller fails to consummate this Agreement for any reason (other than Purchaser's default or a termination of this Agreement by Seller pursuant to a right to do so expressly provided for in the Agreement), Purchaser shall be entitled to seek any and all remedies available at law or in equity, including the right to seek specific performance.

If Purchaser fails to consummate this Agreement for any reason, (other than Seller's default, or a termination of this Agreement by Purchaser pursuant to a right to do so expressly provided for in this Agreement), Seller's sole remedy shall be to terminate this Agreement.

11. RISK OF LOSS. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall apply to this Agreement.

12. REAL ESTATE COMMISSION. The Seller and Purchaser acknowledge that no brokerage commission is due as a result of this sale, and shall hold harmless and indemnify the other from any claims made on behalf of any broker purporting to claim a commission on behalf of a party.

13. PRORATIONS. In recognition that the Premises are part of a larger tax parcel, no general real estate tax prorations will be provided to Purchaser at Closing. Instead, Seller shall pay the 2007 tax bill when due and owing and upon issuance of the 2008 and 2009, if applicable, tax bills, the parties agree to prorate, allocate and their respective obligations such that Seller shall be responsible to pay for any general real estate taxes accruing on or prior to Closing and Purchaser shall be responsible to pay for any general real estate taxes accruing after Closing.

14. MISCELLANEOUS PROVISIONS.

(a) Assignment. Neither party may assign nor transfer its rights, duties and obligations under this Agreement, without the prior written consent of the other.

(b) Notices. All notices required or desired to be given hereunder shall be deemed given if and when delivered personally, or on the next business day after being deposited with a national overnight courier service, or on the third business day after being deposited in the United States certified or registered mail, return receipt requested, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Seller:                   City of St. Charles  
  Attention: Brian Townsend, City Administrator  
  2 East Main Street  
  St. Charles, IL 60174

With a Copy to:               Nicholas S. Peppers  
  Storino, Ramello & Durkin  
  9501 West Devon Avenue, Suite 800  
  Rosemont, IL 60018  
  Facsimile: (847) 318-9509

If to Purchaser:               SMN Development, L.L.C.  
  c/o Joe Klein  
  Stitt, Klein, Daday & Aretos  
  2550 West Golf Road, Suite 250  
  Rolling Meadows, Illinois 60008  
  Facsimile: (847) 841-3636

(c) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Premises other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

(d) Headings. The headings, captions, numbering system, and the like are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

(e) Binding Effect. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto.

(f) Time of Essence. Time is of the essence of this Agreement.

(g) Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

(i) Applicable Law and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Illinois. Venue of any action arising out of the terms of this Agreement shall be in the Sixteenth Judicial Circuit Kane County, State of Illinois.

(j) Purchaser's Waiver of Conditions Precedent. Either party waives any of the conditions precedent to either party's performance specified in this Agreement by giving written notice to Seller at any time on or before the Closing Date.

(k) Closing Date. In the event that the Closing Date or any other deadline date described in this Agreement falls on a weekend or a holiday, the Closing Date or other deadline date shall be deemed to be the next business day.

(l) Survival of Provisions. All agreements, representations, and warranties made herein shall be deemed to be remade at the time of closing, and shall survive the closing and the recording of the deed to Purchaser.

(m) Effect. This Agreement is and shall be deemed and construed to be the joint and collective work product of Purchaser and Seller and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms of provisions, if any, contained herein.

SELLER:

PURCHASER:

CITY OF ST. CHARLES

SMN DEVELOPMENT, L.L.C.

By: Brian Townsend  
Brian Townsend  
City Administrator

By: Joseph J. Klein  
Joseph J. Klein

**EXHIBIT A**

**LEGAL DESCRIPTION AND  
DEPICTION OF PREMISES  
(see attached)**

**LEGAL DESCRIPTION:**

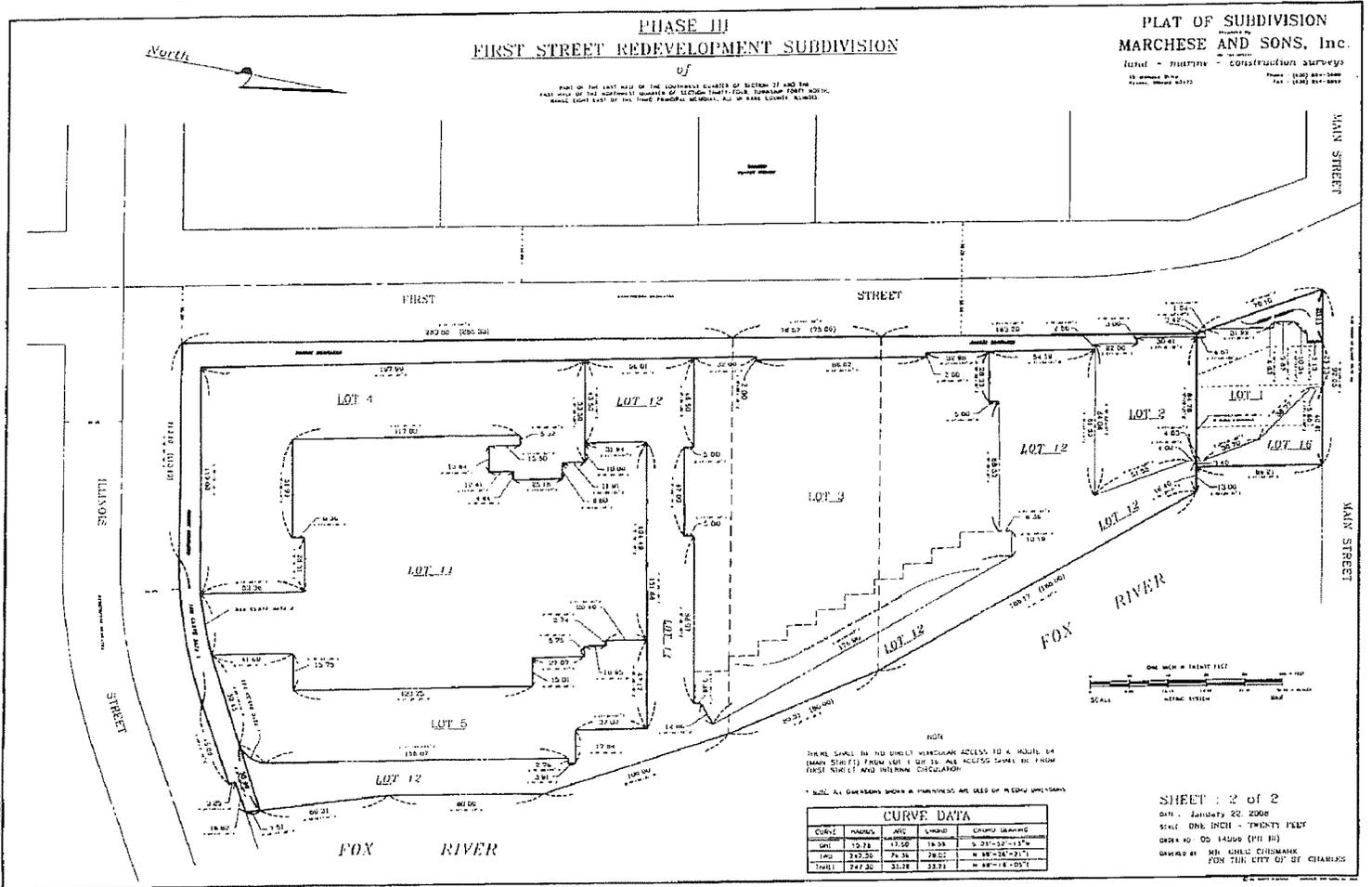
Proposed Lot 2 of the Phase III First Street Redevelopment Subdivision of part of the East half of the Southwest quarter of Section 27 and the East half of the Northwest quarter of Section Thirty-Four, Township Forty North, Range Eight East of the Third Principal Meridian, all in Kane County, Illinois.

**PHASE III  
FIRST STREET REDEVELOPMENT SUBDIVISION**

**PLAT OF SUBDIVISION  
MARCHESE AND SONS, Inc.**  
Surveyors - Construction Surveys  
1000 Main Street, New York, N.Y. 10001  
Phone: (212) 691-1000  
Fax: (212) 691-1001



Part of the East Half of the Northeast Quarter of Section 23 and the  
East Half of the Northwest Quarter of Section 24, Township 40N, Range  
80E, County East of the Third Principal Meridian, N.Y. 1886, County 4, Block 2



**NOTE**  
TRENDS SHALL BE TO DIRECT VERTICAL ACCESS TO A ROUTE BY  
(MAIN STREET) FROM LOT 1 OR TO THE ACCESS SHALL BE FROM  
FIRST STREET AND INTERNAL CIRCULATION.

\* ALL DIMENSIONS SHOWN IN PARANTHESIS ARE BASED ON MEASUREMENTS

CURVE DATA			
CURVE	PIVOT	ARC	CHORD
1	35.78	17.50	16.38
2	242.50	75.34	78.22
3	247.30	31.78	33.21

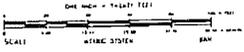
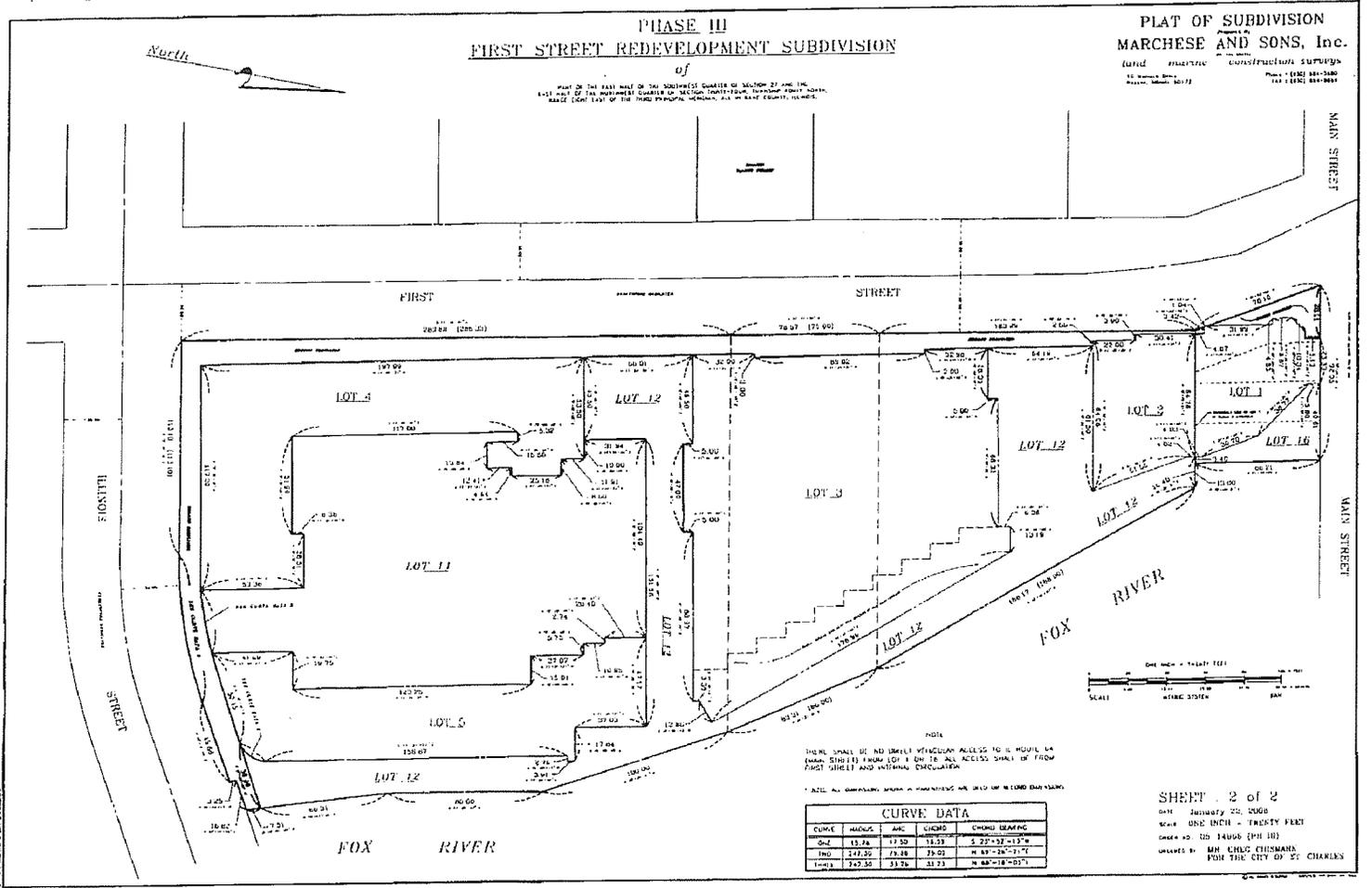
**SHEET : 2 of 2**  
DATE : January 22, 2008  
SCALE : ONE INCH = TWENTY FEET  
DRAWN BY : DD (EAGLE) (PH 10)  
CHECKED BY : MR. GREGG CHURCHMAN  
FOR THE CITY OF CHENANGO



**PHASE III**  
**FIRST STREET REDEVELOPMENT SUBDIVISION**  
of

Plan of the full area of the subdivision is shown on Section 22 and 24, the East half of the Northwest Quarter of Section 22, Township 14 North, Range 12 West, 1852 (Lot 1) of the 1880 Plats, together with the East County, Illinois.

**PLAT OF SUBDIVISION**  
**MARCHESE AND SONS, Inc.**  
(land marine construction surveys)  
12 South Street, Phone - (618) 881-3400  
St. Charles, Illinois 62250 113 E. FIRST, 881-3400



NOTE:  
THERE SHALL BE NO SMALL VEHICULAR ACCESS TO A HOUSE OR BARN SITUED FROM LOT 4 OR TO ALL ACCESS SHALL BE FROM FIRST STREET AND INTERNAL DRIVEWAYS.

\* ALL ALL DIMENSIONS SHOWN IN PARAGRAPHS ARE GIVEN IN ROUND NUMBERS.

CURVE DATA				
CURVE	RADIUS	ARC	CHORD	CHORD BEARING
1-2	15.78	17.52	31.59	S 23° 32' -15" W
1-3	142.22	17.78	37.02	N 87° 34' 31" E
TOTAL	247.55	35.76	68.61	N 84° 18' -07" E

**SHEET 2 of 2**  
Date: January 25, 2000  
Scale: ONE INCH = TWENTY FEET  
Drawn by: DD 14468 (PH III)  
Checked by: MH CHUG CHISMARRA  
FOR THE CITY OF ST. CHARLES

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

## Certificate

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

I further certify that on September 2, 2008, the Corporate Authorities of such municipality passed and approved Ordinance No. 2008-M-59, entitled

"An Ordinance Approving and Authorizing the Execution of the Purchase Agreement By and Between the City of St. Charles and SMN Development, L.L.C.,"

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

The pamphlet form of Ordinance No. 2008-M-59, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on September 5, 2008, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

**DATED** at St. Charles, Illinois, this 2nd day of September.



*Nancy Garrison*  
Municipal Clerk



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve Class E1 Liquor Licenses for St. Charles VFW, 119 N. 3 <sup>rd</sup> Street, St. Charles for events being held on May 12, 2013 and May 26, 2013
Presenter:	Mayor Donald P. DeWitte

*Please check appropriate box:*

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

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

**Executive Summary:**

At the April 15, 2013 City Council meeting an agreement between the St. Charles Veterans of Foreign Wars Post #5036 and the City of St. Charles was approved to purchase the building at 119 N. 3<sup>rd</sup> Street and the adjacent parking lot. With the selling of this property the VFW also gave up their Class D4 liquor license.

Before this agreement came to fruition, the VFW had two events scheduled at this facility that involves having liquor on premise. In accordance with the agreement, the VFW will be allowed to hold these two events at this facility and have liquor on premise. The VFW has submitted a Class E1 Liquor License application for each of these events scheduled for May 12, 2013 and May 26, 2013 for approval.

**Attachments:** *(please list)*

Class E1 Liquor License Applications  
Proof of Insurance

**Recommendation / Suggested Action** *(briefly explain):*

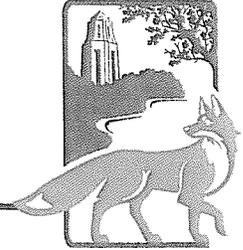
Recommendation to approve Class E1 Liquor Licenses for St. Charles VFW, 119 N. 3<sup>rd</sup> Street, St. Charles for events being held on May 12, 2013 and May 26, 2013.

*For office use only:*

*Agenda Item Number:*

**For Office Use**  
 Received:  
 Fee Paid: \$  
 Receipt #

**NON-REFUNDABLE**  
**CITY OF ST. CHARLES**  
 TWO EAST MAIN STREET  
 ST. CHARLES, ILLINOIS 60174-1984



**CITY LIQUOR DEALER LICENSE APPLICATION**  
**CLASS E1 – NOT-FOR-PROFIT LICENSE**  
**CLASS E3 – KANE COUNTY FAIR**

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License, Class E1 Not-For-Profit License or E3 – Kane County Fair  
 Commencing 5/11/2013 and ending 5/12/2013  
 Time Starting 1600 and ending 0100  
 Location of Event St Charles VFW, 119 N 3rd St.

Name of Business St. Charles VFW Post 5036  
 Address of Business 119 N 3rd Street, St Charles 60174 Business Phone 630 377-9875  
 Is the Applicant a Not-For-Profit Organization? Yes  
 Authorized Agent Mark J. Cecchi Title Quartermaster  
 Has Applicant had a Class E1 License in the previous 365 days? No If YES, on what date:  
 Does Applicant have Dram Show Insurance? Yes If YES, attach evidence of insurance. On file

**Requirements of a Class E1 – Not-For-Profit License**

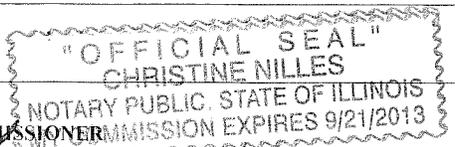
- The Class E1 license fee is \$50.00 per day.
- A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. **Please provide a list of all supervisors with this application.** Mark Cecchi, Richard Leckbee, Robert Huber
- Liquor supervisors shall be members of the organization holding the license.
- Beer and/or Wine are the only alcoholic beverages to be sold.
- Hours are restricted to 12 noon to 11:00 p.m.
- Licensee must rope/fence off the licensed premises.
- Are children/minors permitted in the licensed premises? Y/N
- Each patron **must wear a wristband** after having identification checked for legal alcohol consumption age.
- A sign limited beer and/or wine consumption to the roped off area must be conspicuously displayed at all times.
- Each server of alcohol must be BASSET certified – need copy of BASSET certification.** Hall at VFW
- A copy of site plan diagram to include roped area shall accompany this application.
- All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

**Affidavit**

State of Illinois )  
 County of Kane )

I/We, the undersigned, being first duly sworn, say that I/we have read the foregoing application and that the statements therein are true, complete, and correct and are upon my/our personal knowledge and information and are made for the purpose of inducing the City of St. Charles to issue the Liquor Dealer License, Class E1 to me/us for the location hereinbefore indicated; that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the City of St. Charles.

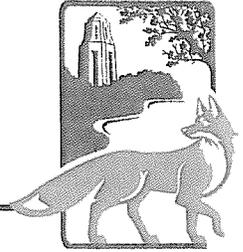
Signed: M Cecchi Signed: \_\_\_\_\_  
 Sworn to before me this 15 day of April, 2013.  
 Notary Public Christine Nilles



**ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER**  
 Approved: X Date: 5/6/13 Chief of Police: [Signature]  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_ Liquor Commissioner: \_\_\_\_\_

**For Office Use**  
 Received:  
 Fee Paid: \$  
 Receipt #

NON-REFUNDABLE  
**CITY OF ST. CHARLES**  
 TWO EAST MAIN STREET  
 ST. CHARLES, ILLINOIS 60174-1984



**CITY LIQUOR DEALER LICENSE APPLICATION**  
**CLASS E1 – NOT-FOR-PROFIT LICENSE**  
**CLASS E3 – KANE COUNTY FAIR**

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License, Class E1 – Not-For-Profit License or E3 – Kane County Fair  
 Commencing 5/25/2013 and ending 5/26/2013  
 Time Starting 1600 and ending 0100  
 Location of Event St Charles VFW, 119 N. 3rd St.

Name of Business St Charles VFW Post 5036  
 Address of Business 119 N 3rd Street, St Charles, IL 60174 Business Phone 630 377-9845  
 Is the Applicant a Not-For-Profit Organization? Yes  
 Authorized Agent Mark J Cecchi Title Quartermaster  
 Has Applicant had a Class E1 License in the previous 365 days? No If YES, on what date: on file  
 Does Applicant have Dram Show Insurance? Yes If YES, attach evidence of insurance.

**Requirements of a Class E1 – Not-For-Profit License**

- The Class E1 license fee is \$50.00 per day.
- A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. **Please provide a list of all supervisors with this application.** Mark Cecchi, Richard Leckbee, Robert Huber
- Liquor supervisors shall be members of the organization holding the license.
- Beer and/or Wine are the only alcoholic beverages to be sold.
- Hours are restricted to 12 noon to 11:00 p.m.
- Licensee must rope/fence off the licensed premises.
- Are children/minors permitted in the licensed premises? Q/N
- Each patron **must wear a wristband** after having identification checked for legal alcohol consumption age.
- A sign limited beer and/or wine consumption to the roped off area must be conspicuously displayed at all times.
- Each server of alcohol must be BASSET certified – need copy of BASSET certification.** Hall at VFW
- A copy of site plan diagram to include roped area shall accompany this application.
- All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

**Affidavit**

State of Illinois )  
 County of Kane )

I/We, the undersigned, being first duly sworn, say that I/we have read the foregoing application and that the statements therein are true, complete, and correct and are upon my/our personal knowledge and information and are made for the purpose of inducing the City of St. Charles to issue the Liquor Dealer License, Class E1 to me/us for the location hereinbefore indicated; that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the City of St. Charles.

Signed: Mark Cecchi Signed: \_\_\_\_\_  
 Sworn to before me this 15 day of April 2013.  
 Notary Public Christine Nilles



**ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER**

Approved: X Date: 5/6/13 Chief of Police: JEL  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_ Liquor Commissioner: \_\_\_\_\_





ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve an Ordinance Amending Title 5 "Business License and Regulations," Chapter 5.08 "Alcohol Beverages," Section 5.08.110 "Number of Licenses" of the St. Charles Municipal Code.
Presenter:	Chief Lamkin

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations (5/6/13)		Government Services
	Planning & Development		City Council
	Public Hearing		

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

**Executive Summary:**

This is a housekeeping ordinance to update the current total number of liquor licenses allowed per classification of the St. Charles Municipal Code.

**Attachments:** *(please list)*

Ordinance

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve an Ordinance Amending Title 5 "Business License and Regulations," Chapter 5.08 "Alcohol Beverages," Section 5.08.110 "Number of Licenses" of the St. Charles Municipal Code.

<i>For office use only:</i>	<i>Agenda Item Number:</i> 4a
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**City of St. Charles, Illinois**  
**Ordinance No. 2013-M- \_\_\_\_\_**

**An Ordinance Amending Title 5, “Business Licenses And  
Regulations,” Chapter 5.08, “Alcoholic Beverages,”  
Section 5.08.110, “Number of Licenses,”  
of The St. Charles Municipal Code**

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

1. That Title 5, "Business Licenses and Regulations," Chapter 5.08, “Alcoholic Beverages,”  
Section 5.08.110, "Number of Licenses" of the St. Charles Municipal Code, be and is hereby amended by  
deleting the same and substituting the following therefor:

**5.08.110 Numbers of Licenses.**

The number of local license shall not exceed the following:

Class License	Maximum Authorized
<b>Class A – Package Liquor</b>	<b>22</b>
A-1	7
A-2	11
A-3	0
A-4	2
A-5	2
<b>Class B - Restaurants</b>	<b>50</b>
B-1	14
B-2	22
B-3	10
B-4	2
B-5	0
B-6	2
<b>Class C – Taverns</b>	<b>6</b>
C-1	1
C-2	5
C-3	0
C-4	0
<b>Class D – Hotels/Banquets</b>	<b>10</b>
D-1	1
D-2	3
D-3	3
D-4	1
D-5	1
D-6	1

E1	Liquor Control Commissioner's discretion with advice and consent of City Council
E2	Liquor Control Commissioner's discretion with advice and consent of City Council
E3	Liquor Control Commissioner's discretion with advice and consent of City Council
E4	Liquor Control Commissioner's discretion with advice and consent of City Council
E5	Liquor Control Commissioner's discretion with advice and consent of City Council

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

PRESENTED to the City Council of the city of St. Charles, Illinois, this \_\_\_\_ day of May 2013.

PASSED by the City Council of the city of St. Charles, Illinois, this \_\_\_\_ day of May 2013.

APPROVED by the Mayor of the city of St. Charles, Illinois, this \_\_\_\_ day of May 2013.

\_\_\_\_\_  
Mayor Donald P. DeWitte

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

Ordinance No. 2013-M- \_\_\_\_\_  
Page 3

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve a Class B2 Liquor License for Limani Port of Greece, 3755 E Main Street, Ste. 150, St. Charles (former Odyssey II Inc.)

Presenter: Chief Lamkin

*Please check appropriate box:*

X	Government Operations (5/6/13)	Government Services
	Planning & Development	City Council
	Public Hearing	

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

**Executive Summary:**

This is a request for a Class B2 liquor license for Limani Port of Greece, 3755 E Main Street, Ste. 150, St. Charles (former Odyssey II Inc.). The requested background check has been completed as well as fingerprints and approved by the Police Department. The license holder for Odyssey II will turn in his liquor license before Limani Port of Greece starts up their business. This will not increase the number of Class B2 liquor licenses.

**Attachments:** *(please list)*

Liquor License Application (front page)  
Background Check

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve a Class B2 Liquor License for Limani Port of Greece, 3755 E Main Street, Ste. 150, St. Charles (former Odyssey II Inc.).

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



# Memo

Date: 4/19/2013

To: Cmdr. Gatlin

From: Ofc. B. Tynan #353 

Re: Liquor License Background – 3755 E. Main St. Ste. 150 - Limani Port of Greece

The purpose of this memo is to document the background investigation of Limani Port of Greece (currently operating as Odyssey II, Inc.), pursuant to its application for a Class B-2 liquor license.

Applicant

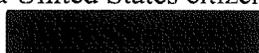
*Panagiottis Lambropoulos H (president)*



Applicant No. 2

*Christos Lambropoulos (secretary)*



- Panagiottis Lambropoulos is not a citizen of the United States. He does possess a valid Illinois driver's license . He has no contacts with this department. Christos Lambropoulos is a United States citizen, born in Park Ridge. He possesses a valid IL driver's license .
- On April 17, I spoke with Panagiottis (Peter) Lambropoulos over the phone. He stated he is prepared to take over the business at 3755 E. Main St. Ste. 150, currently open and operating as Odyssey II, as soon as possible. **I advised him that he did not complete the city's Retail Liquor Dealer License Application in full as required.** (Question No. 2) He advised he was born in Greece, and has been in the United States for 40 years. He never became a naturalized citizen, but does possess a permanent resident green card. (Question No. 9) He stated he has owned "five or six" liquor stores over the years in Chicago, and a bar in Rolling Meadows.

To cc for Approval.  
*J Lamb*  
4/19/13

- Peter stated if the issue of him not being a citizen is an issue, he would switch the president position with his son, Christos Lambropoulos, who was born in Illinois. It appears, however, that Peter still would have a controlling interest in the business even without the title. Peter stated that either he or Chris, or both, will be at the business on a daily basis.
- Peter stated there would be no permit-worthy work to be done on the property prior to opening. He stated there may be some minor work completed inside, but he does not intend to close the business to complete any work. New signage would be placed outside the business. He stated he intends to keep the current staff as long as that staff wants to stay with the new ownership. He stated he will change the menu to reflect that of a Greek steakhouse.
- Peter stated that neither he nor Chris have their BASSET certification. He stated he is waiting for approval of the liquor license before proceeding with the certification process. I advised him that before he opens for business, he and Chris, as well as anybody else serving alcohol, need to provide proof of this certification. He stated he understood, and is aware of the online process to complete the certification.
- Only a lease agreement is attached. No other paperwork was provided to this officer. Peter stated he was fingerprinted by this department during the week of April 1<sup>st</sup>, and that Chris was fingerprinted the week of April 8<sup>th</sup>.
- The criminal history of this applicant is pending receipt of conviction from the Illinois Bureau of Identification.

This concludes this background investigation.

wbt

For Office Use  
 Received: 4/2/13  
 Fee Paid: \$250.-  
 Receipt # 91713

**CITY OF ST. CHARLES**  
 LIQUOR CONTROL COMMISSIONER  
 TWO EAST MAIN STREET  
 ST. CHARLES, ILLINOIS 60174-1984



**City Retail Liquor Dealer License Application (rev. 6/10) Non-Refundable**

Ordinance 5.08.050.A1 Application must be completed in full Incomplete applications will be rejected

Business Type: Circle one Individual Partnership Corporation Other \_\_\_\_\_

Business Name Limani Port of Greece, Inc. Sales Tax # Applied for

Business Address 3755 E Main Street, Suite 150 Business Phone # \_\_\_\_\_

Contact Person Peter Lambropoulos Title President Phone # \_\_\_\_\_

Bassett Certification \_\_\_\_\_ License Class: B2

If Corporation, Corporate Name Limani Port of Greece, Inc.

Corporation Address 234 Waukegan Road, Glenview, IL 60025

Corporate Officers, plus Manager of Establishment, Officers must include President, Vice President, Secretary and Treasurer Or Sole Proprietor

Have you had a business within the City of St. Charles under any other corporate name: \_\_\_ Yes  No  
 If yes, list address of business \_\_\_\_\_

Full Name, include Middle Initial \_\_\_\_\_ Title \_\_\_\_\_

Birth Date \_\_\_\_\_ Birthplace GREECE Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Full Name, include Middle Initial Christos Lambropoulos Title Secretary

Birth Date \_\_\_\_\_ Birthplace Park Ridge, IL Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Full Name, include Middle Initial \_\_\_\_\_ Title \_\_\_\_\_

Birth Date \_\_\_\_\_ Birthplace \_\_\_\_\_ Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Full Name, include Middle Initial \_\_\_\_\_ Title \_\_\_\_\_

Birth Date \_\_\_\_\_ Birthplace \_\_\_\_\_ Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

**Schedule of Annual Fees for Retail Liquor Dealer License**

<b>Class A Package Liquor Sales:</b>		<b>Class C Predominately Liquor:</b>	
A-1 (Pkg. Stores Only)	\$1,600/year	C-1 (On Premise Sales)	\$1,300/year
A-2 (Pkg. Stores - Grocery/Drug)	\$1,600/year	C-2 (Entertainment)	\$2,600/year
A-3 (Gourmet Beers & Wine)	\$1,600/year	C-3 (Beer & Wine Only)	\$1,200/year
A-4 (Brewery & Sales)	\$1,600/year	<b>Class D (Site Specific &amp; Hotel/Motel):</b>	
<b>Class B Predominately Food</b>		D-1 (Pheasant Run)	\$4,000/year
B-1 (Small Restaurant - no holding bar)	\$1,200/year	D-2 (Hotels/Motels)	\$2,000/year
B-2 (Holding Bar[s])	\$1,600/year	D-3 (Banquet Halls & County Clubs)	\$2,000/year
B-3 (Live Entertainment)	\$2,600/year	D-4 (Clubs)	\$1,000/year
B-4 (Beer & Wine Only)	\$1,200/year	D-5 (Arcada)	\$2,000/year
B-5 (Counter Service Beer & Wine Only)	\$1,200/year	D-6 (Q-Center)	\$2,000/year

Class E Temporary Licenses: E-1 (Not for Profit) -\$50/day; E-2 (Special Events-Class B&C Only) -\$100/day; E-3 (Fairgrounds) -\$50/day



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve a Resolution authorizing and directing the Mayor and City Clerk to execute Extension of Employment Agreement with Mr. Brian Townsend
Presenter:	Mayor Donald P. DeWitte

*Please check appropriate box:*

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

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

**Executive Summary:**

Section 2.12.031 of the City Code specifies that an agreement shall define and explain conditions of the employment of the City Administrator. That section also explains that any appointment of an individual to the position of City Administrator is dependent upon the individual's acceptance of the terms of an employment agreement.

Section IIA and Section IIB of the current Employment Agreement provides that the City of St. Charles and Brian A. Townsend may extend the Employment Agreement for a period of thirty (30) days beyond the term of the Employment Agreement.

Both parties have agreed to extend the Employment for an additional thirty (30) days.

**Attachments:** *(please list)*

**Resolution  
Extension of Employment Agreement  
Employment Agreement**

**Recommendation / Suggested Action** *(briefly explain):*

**Recommendation to approve a Resolution authorizing and directing the Mayor and City Clerk to execute Extension of Employment Agreement with Mr. Brian Townsend.**

<i>For office use only:</i>	<i>Agenda Item Number:</i>
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE EXECUTION OF A CERTAIN EXTENSION OF THE EMPLOYMENT AGREEMENT WITH MR. BRIAN TOWNSEND, CITY ADMINISTRATOR**

BE IT RESOLVED by the CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DU PAGE COUNTIES, ILLINOIS as follows:

Section 1: That the Mayor is hereby authorized and directed to execute on behalf of the City of St. Charles that certain Extension of Employment Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A", by and on behalf of the CITY OF ST. CHARLES.

Section 2: That, on behalf of the City of St. Charles, the City Clerk is hereby authorized and directed to attest the Mayor's execution of said Extension of Employment Agreement.

Section 3: That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**PRESENTED** to the City Council of the City of St. Charles, Illinois this 6<sup>th</sup> day of May, 2013.

**PRESENTED** by the City Council of the City of St. Charles, Illinois this 6<sup>th</sup> day of May, 2013.

**APPROVED** by the Mayor of the City of St. Charles, Illinois this 6<sup>th</sup> day of May 2013.

---

Mayor Donald P. DeWitte

Attest:

\_\_\_\_\_

City Clerk

**Council Vote:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

**EXHIBIT A**

**EXTENSION OF EMPLOYMENT AGREEMENT**

WHEREAS, **The City of St. Charles**, State of Illinois, a municipal corporation (“Employer”) and **Brian A. Townsend**, (“Employee”) entered into a certain Employment Agreement on June 1, 2009; and,

WHEREAS, the term of the Employment Agreement was from June 1, 2009 through May 6, 2013; and,

WHEREAS, Section IIA and Section IIB of that Employment Agreement provides that **The City of St. Charles** and **Brian A. Townsend** may extend the Employment Agreement for a period thirty (30) days beyond the term of the Employment Agreement; and,

WHEREAS, on May 6, 2013, **The City of St. Charles** and **Brian A. Townsend** agreed to extend the Employment for an additional thirty (30) days.

NOW THEREFORE, in consideration of the foregoing, **The City of St. Charles**, and **Brian A. Townsend** agree that the Employment Agreement shall be extended through and including June 6, 2013 and that all provisions of the Employment Agreement remain in full force and effect until that date.

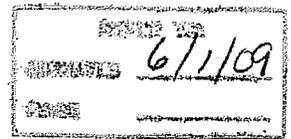
IN WITNESS WHEREOF, **The City of St. Charles** has caused this Extension of Employment Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Extension of Employment Agreement, both in duplicate, as of the dates set forth below.

\_\_\_\_\_  
Donald DeWitte,  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian A. Townsend  
City Administrator  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Nancy Garrison  
City Clerk  
Date: \_\_\_\_\_



## EMPLOYMENT AGREEMENT

This Agreement (the "Agreement") is made and entered into by and between the City of St. Charles, State of Illinois, a municipal corporation ("Employer,") and Brian A. Townsend, ("Employee") this 1st day of June 2009; the Employer and Employee are sometimes hereinafter collectively referred to as the Parties.

### SECTION I. DUTIES

The Parties agree that Employee is to be employed and appointed as City Administrator of the City of St. Charles to serve at the pleasure of the Mayor and City Council, subject to the terms and conditions of the St. Charles Municipal Code (the "Code") and this Agreement. Employee shall perform the functions and duties specified in Section 2.10.125 of the Code as the same may be amended, from time to time, by the Mayor and City Council and shall further perform other legally permissible duties and functions, as the Mayor and/or the City Council shall assign.

### SECTION II. TERM

- A. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions of Section 2.12.031 of the Code and in a manner consistent with Section III, Paragraphs A. and B., of this Agreement. Absent such termination, this Agreement shall be in full force from the date of acceptance by the Mayor and City Council and execution by the Mayor, attested by the City Clerk, and signed by the Employee, and shall remain in effect through the end of such Mayor's term of office, *i.e.*, through the latter of the first Tuesday in May, 2013, or the date the Mayor elected to office in April, 2013 assumes office.
- B. The Parties hereby agree that the Employee may be employed for an additional thirty (30) days beyond the term of this Agreement as specified in Section II A. above. This extension may be agreed to at anytime during the term of this Agreement. In the event the Employer does not, prior to the expiration of said additional thirty day (30) period, renew this Agreement and retain the services of Employee for an additional period of at least twelve (12) months, upon similar terms and conditions of employment as stated herein, then the Employer shall pay to Employee the Severance Pay as defined in Section III B. of this Agreement. The Severance Pay is to be provided in consideration of Employee's years of service to the City under the terms of this Agreement and for the term of service contemplated herein and in recognition of the nature of the

position held and the difficulty municipal administrators have in obtaining comparable alternative employment.

In the event a new Agreement is negotiated and signed after this Agreement has expired, but prior to the expiration of the thirty (30) day period referenced above, the Employee's employment shall continue upon the terms and conditions of this Agreement until a new Agreement is entered into or said thirty (30) days has passed.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of City Administrator with Employer, subject only to provision set forth in Section III. A. 2. of this Agreement.
- D. Subject to the Employee's right to resign as provided in Section II. C. above, Employee agrees to remain in the employ of Employer until May 1, 2013, and shall not accept other employment nor become employed by any other employer until this Agreement is terminated in accordance with its terms.

The covenant contained in this Subsection II. D. shall not be deemed to preclude Employee from occasional teaching, writing, consulting, or military reserve service when performed on Employee's time off.

### SECTION III. TERMINATION AND SEVERANCE PAY

#### A. Termination

1. The Employer may terminate Employee at any time. In the event that the Employer no longer wishes to retain the professional services of Employee, a written and dated notification of termination shall be provided to Employee.
2. The Employee may terminate this Agreement at any time. In the event Employee voluntarily resigns his position with Employer before this Agreement is otherwise terminated as herein provided, Employee shall give Employer not less than thirty (30) days advanced written notice, unless the Parties otherwise agree. Upon the effective date of the Employee's resignation, the Employee shall be entitled only to such benefits as may have been previously accrued pursuant to this Agreement together with those benefits which are consistent with the provisions of the Employer's Code, ordinances, rules and regulations. Specifically, the Employee shall not receive any portion of the Severance Pay as herein otherwise described.

B. Severance Pay

1. As used herein, the term "Severance Pay" shall mean and be deemed to include Employee's aggregate salary (less legally required deductions and other customary set-offs) together with a continuation of all employment benefits then available to exempt employees per the City's Personnel Policy Manual and this Agreement including, without limitation, Sick Leave Accrual, Vacation Leave Accrual, Holidays, Personal Leave, Health Insurance (provided at the Employee's then current rate of contribution), Dental Insurance (provided at the Employee's then current rate of contribution), life insurance, pension contributions (Illinois Municipal Retirement Fund), and Employee's retirement savings plan. Severance Pay shall not be deemed to include any vehicle allowance.
  
2. In the event that the Employer terminates Employee pursuant to Section III. A. 1. or the term of Employee's employment is not extended pursuant to Section II. A. or B., the Employer shall be obligated to pay to the Employee the Severance Pay. The Severance Pay shall be equal to payment of salary and benefits defined in Section III B. 1. above for a period of 12 months subject to the limitation otherwise set forth in this Agreement. The maximum amount of Severance Pay which may be paid to the Employee will be equal to twelve (12) months of his compensation and benefits as defined by, and limited to, the definition of Severance Pay set forth above. The rate of compensation and benefits comprising the Severance Pay shall be the rate of compensation and benefits in effect as of the effective date of the Employee's termination. The payment of Severance Pay shall commence immediately upon termination or the expiration of this Agreement and shall be paid in bi-weekly payments in the same manner as pertains to all other exempt employees of the City.

Should Employee secure other employment during the period within which the Employee is entitled to receive Severance Pay, the Employee shall be obligated to immediately notify the Employer of such employment and the amount of compensation and benefits being received by the Employee in Employee's new position. Subject to the following limitations, Employee's right to receive Severance Pay, and the Employer's obligation to make Severance Pay payments, shall cease as of the date on which Employee's new employment is to commence provided that the Employee shall be employed at a rate of compensation and benefits which, in the aggregate, are equal to or exceed the Employee's rate of compensation and benefits as of the date of Employee's

termination or the expiration of this Agreement. Should that date fall within any payment period applicable to the payment of the Severance Pay, such payment shall be prorated proportionately. The Severance Pay provisions contained herein are intended to provide the Employee with sufficient economic security during the time within which he is seeking alternative employment.

Notwithstanding the foregoing, should Employee obtain employment at levels of compensation and benefits lower than those being paid to the Employee at the time of Employee's termination or the expiration of this Agreement, then the Employer shall continue to be obligated to pay to the Employee a portion of the Severance Pay equal to the difference between the Employee's Severance Pay (the aggregate of both Employee's rate of compensation and benefits) and the lower level of aggregate compensation and benefits being paid to the Employee in Employee's new position.

However, and notwithstanding the foregoing, the Employer shall not be obligated to provide Employee with Severance Pay if Employee's employment is terminated for any of the following reasons:

- a. Should the Employee be convicted of, or plead guilty to, any illegal act involving personal gain to the Employee related to his duties as City Administrator; or
- b. Should the Employee be convicted of, or plead guilty to, any felonious act; or
- c. Should the Employee engage in any misconduct involving moral turpitude; or
- d. Should the Employee engage in gross misconduct; or
- e. Should the Employee engage in gross negligence.

Before making any final determination that the Employee is ineligible for Severance Pay for any of the reasons set forth above, the Employer shall notify the Employee of the fact that his termination is under consideration and as to which one or more of the five specific grounds herein identified, if any, are relied upon by the Employer as justification for the non-payment of the Severance Pay. The Employee shall be afforded a reasonable opportunity to be heard in a closed session meeting of the City Council, to the extent permitted or required by law.

The Employee shall not be due any Severance Pay in the event that the Employee terminates employment pursuant to Section III. A. 2.

#### SECTION IV. SALARY

The Employee is currently employed by the Employer in the capacity of City Administrator at a salary of \$175,021 and is further provided with benefits as outlined in city policy. Employee's annual salary review shall be made at the same time as similar consideration is given to other non-union employees generally and the salary shall be increased in the same manner and at least in the same proportion to that provided to other exempt City employees. Employee's next salary review will be on or about May 1, 2010.

#### SECTION V. RESIDENCY

In compliance with the requirements of the Code, the Employee currently resides within the corporate limits of the City of St. Charles. Throughout the Employee's employment with the Employer, the Employee shall maintain a residence within the corporate limits of the City of St. Charles.

#### SECTION VI. PERFORMANCE EVALUATION

- A. Annually, the Mayor (with City Council and Employee input) shall define goals and performance objectives for the Employee that are determined necessary for the proper operation of the City of St. Charles and the attainment of the City Council's policy objectives and shall further establish a prioritization among those various goals and objectives.
- B. In effecting the provisions of this Section, the Employer and Employee mutually agree to abide by the requirements of all applicable laws.

#### SECTION VII. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside of the City's normal business hours. With that in mind, the Employer agrees that the Employee will be allowed to take reasonable time off during normal business hours provided that such time off does not interfere with the performance of his duties.

#### SECTION VIII. VEHICLE ALLOWANCE

Employer agrees to pay Employee a vehicle allowance to compensate Employee for the business use of his personal vehicle. Such car allowance shall be \$600 per month, paid twice per month. Employer may increase the vehicle allowance in such amounts and to such extent as the Employer may determine appropriate as part of the Employee's annual review.

## SECTION IX. OTHER BENEFITS

In addition to the elements of Employee compensation identified in this Agreement, Employee shall be entitled to all other benefits provided under the provisions of the Employer's Code, ordinances, rules, regulations and policies of the Employer including, but not limited to, medical insurance, dental insurance, life insurance, vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits, and working conditions as they now exist or as the same may hereafter be amended to the extent such benefits may apply to all other exempt employees of Employer with the following exceptions:

1. Employer agrees to provide payment toward a deferred compensation plan for Employee. Employer agrees to annually pay an amount equal to five percent (5%) of the Employee's annual base salary into said plan. All of the Employer's contributions will be vested to the Employee from his initial date of employment with the Employer.
2. In addition to the vacation time granted pursuant to the Employer's rules pertaining to vacation leave as of the effective date of this Agreement, Employee shall receive one (1) additional week (40 hours) of vacation time which shall immediately vest and be deposited in his vacation bank on May 1<sup>st</sup> of each year commencing with the year beginning on May 1, 2009 provided that Employee agrees that this one additional week of vacation must be taken during the course of the Employer's fiscal year (May 1<sup>st</sup> through April 30<sup>th</sup>) or such additional week shall be deducted from Employee's vacation bank.

## SECTION X. INDEMNIFICATION

Employer shall indemnify, defend and save harmless the Employee from and against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of Employee's performance of his duties as City Administrator. Employer will pay the amount of any settlement or judgment rendered thereon together with any costs of defense including reasonable attorneys' fees and cost. This covenant to indemnify, defend and hold harmless shall not apply to acts outside the scope of Employee's employment nor to conduct which is intentional, malicious, or as may otherwise be prohibited by law.

SECTION XI. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION XII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Employer shall fix any other terms and conditions of employment relating to the employment or performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Code or this Agreement.

SECTION XIII. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the Employee's salary or other benefits provided to the Employee pursuant to this Agreement or the Code, ordinances, rules or regulations of the Employer. Notwithstanding the foregoing, the Employer may reduce Employee's salary only in the same manner and proportionally to the same extent as provided by the Employer in any across-the-board reduction imposed on all other employees.

SECTION XIV. GENERAL PROVISIONS

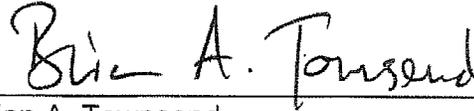
- A. Modification. No modification or waiver of this Agreement or of any covenant, condition or provision of this Agreement shall be valid unless in writing and duly executed by the Parties.
- B. Severability. All terms, conditions and provisions of this Agreement are severable and in the event any of them shall be held to be unenforceable, this Agreement shall be interpreted as if such term, condition, or provision were not contained in the Agreement.
- C. Choice of Law. This Agreement is made and entered into in the State of Illinois, and the law of the State of Illinois shall govern the Agreement's validity and interpretation and Parties' performance of their respective duties and obligations under the Agreement.
- D. Entire Agreement. This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or offered by either Employer or Employee other than those contained in this Agreement.

IN WITNESS WHEREOF, The City of St. Charles has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, as of the date set forth below.



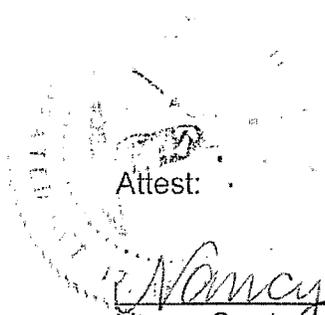
Donald DeWitte  
Mayor

Date: 01 June 2009



Brian A. Townsend  
City Administrator

Date: May 29, 2009



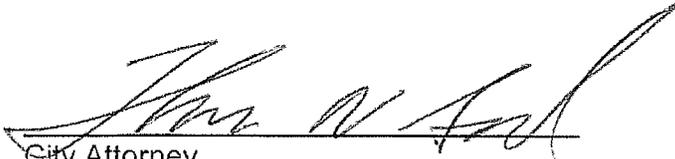
Attest:



Nancy Garrison  
City Clerk

Date: 01 June 2009

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**



City Attorney

Date: 01 June 2009

**MINUTES  
CITY OF ST. CHARLES, IL  
GOVERNMENT OPERATIONS COMMITTEE  
MONDAY, APRIL 15, 2013**

**1. Opening of Meeting**

The meeting was convened by Chair. Martin at 8:00 p.m.

**2. Roll Call**

**Members Present:** Chair. Martin, Ald. Stellato, Monken, Carrignan, Payleitner, Turner, Rogina, Krieger, Bessner, and Lewis

**Members Absent:**

**Others Present:** Brian Townsend, Chris Aiston, Peggy Forster, Chris Minick, Mark Koenen, Chief Lamkin, Kathy Livernois, Rita Tungare, and Acting Fire Chief Schelstreet

**3. Omnibus Vote**

Budget Revisions – March 2013.

Motion by Ald. Turner, second by Stellato to approve the omnibus vote as presented.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**4. Inventory Control Division**

- a. Recommendation to accept bid (unit costs) from Meyer Material for all types of ready mix.**

**Mike Shortall:** This first one is for Meyer Material which is a sole bidder for ready mix materials for the City. We recommend you accept this bid.

Motion by Ald. Carrignan second by Bessner to recommend accepting bid (unit costs) from Meyer Material for all types of ready mix.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

- b. Recommendation to waive the bid procedure and accept low quotes for asphalt from Allied Asphalt for four (4) mixes, Superior Asphalt for two (2) mixes, and Builders for one (1) mix.**

**Mike Shortall:** This item is for asphalt for the City. In years past we have awarded this to multiple vendors as indicated here and we are doing this again. We have three different vendors that we would like to award different parts of that bid to as low bidders.

Motion by Ald. Krieger, second by Rogina to recommend to waive the bid procedure and accept low quotes for asphalt from Allied Asphalt for four (4) mixes, Superior Asphalt for two (2) mixes, and Builders for one (1) mix.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**c. Recommendation to waive the bid procedure for 2013/14 switchgear and accept Federal Pacific's pricing for purchased switchgear.**

**Mike Shortall:** This is for switchgear. Currently the Electric Department uses the brand Federal Pacific and are happy with it, it's reliable, and would like to continue to use them. We are asking you to accept this proposal?

Motion by Ald. Bessner, second by Krieger to recommend waiving the bid procedure for 2013/14 switchgear and accept Federal Pacific's pricing for purchased switchgear.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**d. Recommendation to waive the bid procedure and accept the low quotation from HD Supply for types of aluminum and copper cable ordered on an as needed basis throughout FY13/14.**

**Mike Shortall:** We are asking you to allow us to use HD Supply which is the main supplier of our aluminum and copper cable. They have an agreement with Okonite which again the Electric Department is pleased with the quality of this wire and would like to continue to use that and continue to spot buy it without having to inquire for a bid.

Motion by Ald. Krieger, second by Bessner to recommend waiving the bid procedure and accept the low quotation from HD Supply for types of aluminum and copper cable ordered on an as needed basis throughout FY13/14.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**e. Recommendation to waive the bid procedure and execute an agreement with Fountain Technologies, Ltd. for maintenance of 1<sup>st</sup> Street water features.**

**Mike Shortall:** This item is for the maintenance for the fountain on 1<sup>st</sup> Street. Fountain Technologies is the current vendor and has been for 2-3 years and have held their pricing. I would ask that we accept this pricing again.

Motion by Ald. Krieger, second by Bessner to recommend waiving the bid procedure and execute an agreement with Fountain Technologies, Ltd. for maintenance of 1<sup>st</sup> Street water features.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**f. Recommendation to waive the bid procedure for ordering gasoline and diesel fuel per order on an as needed basis.**

**Mike Shortall:** This item is for spot buying for the fuel for the City. We are looking to continue this process. We currently spot buy with 4 – 6 different vendors and this allows us to beat the Opus index and it's a good way to save the City money and would like to continue to do this.

Motion by Ald. Krieger, second by Bessner to recommend waiving the bid procedure for ordering gasoline and diesel fuel per order on an as needed basis.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**g. Recommendation to waive the bid procedure and allow spot buying of transformers on an as needed basis.**

**Mike Shortall:** We are looking for approval to continue to spot buy transformers as needed for the City stock and we solicited different quotes from different vendors. This has worked well for the City in the past and we recommend approval.

Motion by Ald. Krieger, second by Bessner to recommend waiving the bid procedure and allow spot buying of transformers on an as needed basis.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**h. Recommendation to purchase a new tow-behind Vermeer Stump Grinder and approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles.**

**Mike Shortall:** We are asking for the approval to purchase a new stump grinder on behalf of the Public Works Department. Our current grinder is nine years old and getting tired. We ask permission to purchase a new one and dispose of the old one.

Motion by Ald. Krieger, second by Bessner to recommend purchasing a new tow-behind Vermeer Stump Grinder and approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**i. Recommendation to purchase a new 2013 Ford F-250 Pickup Truck with plow and approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles.**

**Mike Shortall:** We seeking approval to purchase a new F-250 Pickup Truck with plow. This purchase will be from a local vendor, Zimmerman Ford. We compared prices against the State contract price and Zimmerman Ford beat that. We would also dispose of an F-350 that would be replaced by this new one.

Motion by Ald. Krieger, second by Bessner to recommend purchasing a new 2013 Ford F-250 Pickup Truck with plow and approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**j. Recommendation to approve an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles (various items).**

**Mike Shortall:** We are asking for approval to dispose of city property which includes four retired squad cars and miscellaneous equipment.

Motion by Ald. Krieger, second by Bessner to recommend approval of an Ordinance Authorizing the Sale of Items of Personal Property Owned by the City of St. Charles (various items).

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**5. Finance Department**

**a. Recommendation to approve funding for the Downtown St. Charles Partnership for FY13/14.**

**Chris Minick:** Each and every year the City allocates a portion of the proceeds from SSA 1B to support the activities of the Downtown St. Charles Partnership. SSA 1B was established for the purposes of the downtown revitalization and many of the programs, policies, and procedures that the Partnership goes through and provides on an annual basis fall into the auspices of SSA 1B. They do receive funding in excess of \$25K, they do need to come forward on an annual basis to make a presentation to tell us of their goals and objectives of the coming year, and present tonight is Lynne Schwartz, Executive Director.

**Lynne Schwartz, Executive Director, Downtown St. Charles Partnership (2 East Main Street):** I would like to thank you for the opportunity to present you with information about the Downtown St. Charles Partnership in consideration for our funding for FY 2013-14. Since July 2012, when we last received funding approval, the Downtown St. Charles Partnership has undergone a number of changes. These have had a positive impact on the direction and functioning of the DSCP. Within the past 9 months we have gone through reorganization, the process is complete, a new committee structure is in place, and the organization is running smoothly under the direction outlined in our Service Agreement last year. Our office moved to 2 East Main Street and we have settled in quickly, found new efficiencies, and hope to continue this arrangement with the City.

We also implemented programs and services which are part of the 18-month plan we presented in 2012. These were to be carried out during the remainder of 2012 and throughout 2013 and we have a number of those programs and services in place already. We've also taken steps to change our fiscal year to match the City, which will take effect May 1 of this year.

### **2012 Accomplishments – Business Development and Education**

Two areas of focus for the Downtown St. Charles Partnership are Business Development and Business Education. In order to effectively provide these services, we feel it is important to connect and engage our business and property owners to allow for information sharing. During the past 9 months, we have engaged half of our downtown businesses through retention visits, training and education opportunities, and other DSCP events and programs. We have met with new businesses downtown to educate them as to tools and resources available to them. Many have attended DSCP events prior to opening and have made business connections through this process. We have conducted several short business owner surveys to find out about their marketing objectives and training needs. Our organization developed and launched a Business Newsletter in September. This is distributed every other Wednesday and provides information on programs, services, and marketing opportunities that are available through us. We give them information on downtown events and links to relevant articles and blogs to help support their efforts. When appropriate, we also have direct target through other communications to make sure they know about those programs and services. We have also implemented a number of educational opportunities.

We have partnered with *Retail Minded*, a publication written specifically for small, independent retailers of products and services. Each year businesses receive an electronic copy of the magazine four times per year. In addition, they receive a business tool eight times throughout the year. Some examples from this past year include a Store Self-Evaluation Process and Checklist, and Retail Resolutions and Ideas for maximizing point of sale opportunities. Since July we have hosted four Business Exchanges, with topics on Visual Merchandizing, Cash Flow Analysis, Leasing Trends and Tips, and Marketing on a Dime. Our fifth Business Exchange for this year will take place on May 22, 2013. Attendance at each event has met or exceeded our projections. We also have conducted small group and one-on-one training for downtown businesses. Based on feedback we received, our first topic was how to use Facebook for business. To date, we have assisted 12 businesses with everything from creating a Facebook page to more advance features, such as how to purchase and target Facebook ads. You may have noticed the signs hanging in some of the vacant storefronts. These designs highlight shopping, dining, entertainment, and recreation. They do not only advertise potential uses for the space that's available, but it creates visual interest in an open space. Through our Public Relations efforts, we have supported our downtown business constituents by writing and distributing press releases to announce openings, anniversaries, and business improvements. Since July 2012, our organization has approved three Awning Grants, for a total of \$3,400 in reimbursements.

## **2012 Accomplishments – Events**

The Downtown St. Charles Partnership's role in downtown events has also expanded. Our organization now has a process in place for reviewing any proposed events new to downtown and have worked with the City to integrate this into their current application process. Our committee has begun providing recommendations on the merits of supporting the proposed events.

In September we organized our first annual Jazz Weekend, which was a success. Each business that participated indicated that they saw an increase in customers that weekend, and drew people into their business that had not been there before. We also organized the Fine Art Show in May 2012 and Holiday Homecoming this past November. Both events had a positive revenue stream. In addition, Holiday Homecoming had record attendance. We had full sleigh rides all day, 800 attendees at the free movie on Saturday, and we had 13,000 spectators for the parade – highest on record according to the St. Charles Police estimates. For the first time in many years, the DSCP organized the St. Patrick's Parade that took place on March 16. Even though we started late with this event we broke even financially and had 80 entries.

In addition to announcing significant business news, our office submitted press releases in support of our events as a part of our overall PR strategy. Since July, we have submitted 28 press releases to 18 unique local media outlets. This resulted in regular, positive exposure for downtown.

In the area of Marketing and Promotions, we spear-headed a Shop Local Campaign, in collaboration with the City, Chamber of Commerce, and Convention & Visitors Bureau. We developed a task force, developed messaging, promotional pieces, and a communications plan for the campaign. We rolled out three phases, each correlating with a downtown event – 1) August/Bike Race, 2) October/Scarecrow Fest, and 3) November/Holiday Homecoming. We recently produced a new video which showcases a variety of retail, dining, and entertainment options available downtown. This allowed us to tell our story in a fun and innovative way, giving us the ability to garner more viral activity among our target audiences. It also highlights free parking, walkability, and family-friendly atmosphere. In addition, three downtown businesses had their own videos created. We negotiated a greatly reduced rate and subsidized a portion of the cost to make it affordable. Our website continues to be updated regularly, with added downtown Events Calendar, a Shop Local Resource page, Community Partners page, DSCP and business videos, and Events pages.

Our What's Up Downtown E-newsletter has a more user-friendly format, and our Facebook audience continues to grow. These complement and support our business constituents marketing efforts. The DSCP has collaborated with the City's Economic Development Department on a number of projects this past nine months. Together with the City's Economic Development Department, we developed a comprehensive advertising campaign aimed at marketing downtown St. Charles as a destination for shopping, dining, and entertainment during the holiday season. This included radio ads

on 95.9 The River and 97.1 The Drive, as well as print, digital, and social media ads. We targeted a geographic area of 10 to 15 miles from downtown St. Charles based on information we received from the business surveys we conducted. We provided a cooperative radio advertising opportunity for eight businesses, providing radio exposure they might not otherwise be able to afford. In August, We collaborated on the Fox Island Square Block Party to promote those businesses during the Bike Race. We supported the Restaurant Week promotion organized by Economic Development through our marketing channels. The DSCP continued our Walkabout Program in conjunction with the City of St. Charles Public Works, conducting East and West side walkabouts and follow up meetings this past fall. The first Historic Marker was installed on the Municipal Building Plaza. This was a result of the Riverboat Grant The second two plaques are currently with the designer and will be installed this spring. Our Marketing and Promotions Committee began to look at how we currently brand downtown St. Charles. We discovered that we have a tremendous opportunity to develop a comprehensive and cohesive branding campaign for downtown, which I will talk more about in our 2013-14 objectives, but before we look at our coming year's objectives, I would like to introduce Chris Woelffer, our Treasurer, who will provide a financial overview.

**Chris Woelffer, Treasurer, 2001 King Edwards Avenue, St. Charles:** I've had the privilege to serve as the Treasurer these past two years on the Partnership and will give you a brief overview. Staff has done a very good job being fiscally responsible with the revenues that have been generated and managing the expenses for the partnership. For the past year, membership dues were right on target and budget. They were collected efficiently and as Lynn had mentioned the projects that also generate revenue for the partnership was managed very well. The Fine Arts Show, Holiday Homecoming, and this year now the St. Patrick's Day Parade all came in above budget as far as revenue and they managed the expenses very well. The expenses, going across the board, have been within line and actually better than budget. Again this shows another way the Partnership has been very efficient and fiscally frugal on how they manage their expenses. They are always looking for something new to do that will help save costs. The best part of the Partnership, that has been mentioned many times to the Council before, has been the amount of work that the volunteers do for the Partnership in giving back to the local community and that is an expense that you can't even begin to think about how much they're saving due to the amount of volunteering that is going on. So, across the board the Partnership and staff have managed expenses very well and have been entrusted with the SSA funds along with the membership funds to be able to use it to give back to the local community.

**Lynne Schwartz: Fiscal Year 2013-2014 Goals and Objectives** – We are pleased that many initiatives from our 18-month action plans are in process and running well. While we plan to continue these initiatives, each committee reassessed their action plans so that, going forward, we can enhance our existing programming and build on the momentum we have created during the past nine months. I would like to share some highlights with you now.

**Marketing and Promotions – Action Plan Highlights**

As I mentioned, we are looking to develop a branding campaign for downtown St. Charles which is an important initiative for 2013. What this does is allows us to use every opportunity to share with people why they should choose downtown St. Charles. This message applies to consumers as well as prospective business owners. We plan to take a strategic approach to creating a cohesive and consistent message about downtown across all communications, which will build on our existing vision for downtown by helping us define our current culture and involve the City and all of our stakeholders – this is key for this process. By managing perceptions and emphasizing the most desirable aspects of our commercial district’s personality, we will be differentiating ourselves from our competitors. To do this we propose to follow a proven process supported by thought leadership in the marketing industry which will involve research, brand testing, communications planning, and brand activation. This will be a road map to guide all of our downtown marketing and messaging and by taking this proactive approach, we are positioning downtown for success.

This committee will also continue to collaborate with the City’s Economic Development Department on marketing and advertising projects related to downtown. Due to the success of Jazz Weekend, we will not only repeat that event, but will also look to produce other micro-events through a program called Downtown Live! This program will essentially match up free entertainment with downtown businesses on specified days and times each week, with the purpose of driving people into the businesses, giving the public a reason to come and stay downtown; and create a lively, family-friendly atmosphere. We will also be updating our way-finding and marketing materials – Bike Maps, Kiosks, and Downtown Directories and will also continue to update and grow our website, Facebook and newsletter audiences.

In terms of our Business Development and Education Committee we will continue to communicate with our business and property owners downtown by scheduling regular retention visits. We have found this is a key way to take the pulse of the business community in finding out what their questions and concerns are and connect with each other. We will also meet with other new business owners as soon as possible to integrate them into the downtown business community and assist them in their efforts. With regards to our Business Newsletter, we would like to enhance that by offering Talking Points that owners can provide to frontline staff so they are also knowledgeable about downtown and share that with people. Our training will continue with topics being driven by feedback from our constituents. We will continue our Retail Minded Partner Program in providing relevant information and tools to business owners throughout the year. Our Business Exchange topics will continue to be centered around areas of interest as indicated by our business and property owners. That information will also drive topics offered through our small group training as we expand that program. We are going to be starting a new mentoring program which will offer another area of support and education to allow our business owners the best chance for success; and continue to support our property owners by providing vacant storefront window panels, when desired.

Another new initiative is a Mystery Shopper program, whereby businesses can self-nominate to participate to get an objective business evaluation through the eyes of a customer and we will continue to write press releases for our businesses.

In terms of events, we are going to continue our Events Evaluation process and tweak that. Since this a new process we will make modifications as necessary. We will also continue to produce the Fine Art Show, Jazz Weekend, Holiday Homecoming, and the St. Patrick's Parade, again, with a goal to run these events with a positive or neutral revenue stream.

Our Organization Committee will also be looking at ways to help the DSCP run most effectively and efficiently so we can best be a support for our constituents. As a volunteer-driven organization, we know that all of our volunteers are critical to continually providing support and services. This committee will look for ways to continue to recruit, engage, and recognize individuals who give back to the community through their work with our organization. We have also engaged our student board members and look to expand the involvement of our St. Charles students where appropriate. We understand that stakeholder communications are critical to our efforts so we will continue to assess our communications and develop an overall stakeholder communications plan as we move forward. As we do move forward in developing new initiatives we always ask ourselves if a program, service, or event will create additional traffic downtown, if it will create opportunities between businesses and customers, if it will provide knowledge and information that will strengthen our business community, if it will support our business and property owners in accomplishing their objectives, if it will market downtown St. Charles as a destination for shopping, dining, entertainment, and recreation, and enhance downtown in an esthetic historical perspective.

To further continue these efforts, the Downtown St. Charles Partnership is respectfully requesting funding in the amount of \$263,500 for Fiscal Year 13-14. Thank you for your time and consideration. I am happy to answer any questions you might have.

**Ald. Krieger:** Given the fact that this request is for \$263,500 I would like to make a motion to table this until the Government Operations Committee on June 3 to give the new Council members that will be coming on board the opportunity to examine this also

**Ald. Carrigan:** Can I request a continuance rather than tabling because we can't discuss this if we table it and I would like to make a couple of comments. So the motion would be to continue this until June 3 GOC meeting?

**Ald. Krieger:** Yes.

**Ald. Stellato:** I second that with the caveat, the budget has been approved so the funding for the SSA basically has been approved. Everything would be status quo – we just give the new Council the opportunity to review the agreement for the 30 days.

**Chrmn. Martin:** So motion by Ald. Krieger to continue and second by Stellato for discussion.

**Ald. Carrignan:** For the past seven years I probably have been the most vocal critic of the Downtown Partnership without a doubt; with the bottom of the relationship hitting somewhere last January 2012. What I've seen over the last 14 months proves to me that this organization can be a value to downtown. Since I've move to St. Charles in 1993 it's been the focal point for every Mayor from Fred Norris through Mayor DeWitte; and Mayor Elect Rogina has recognized how important our downtown area is and we need advocates here. I was looking at your brochure and I've come to realize what a wonderful downtown we have. My comment is that the Partnership has done more in the last 12 months then they have in the last seven years. I see vitality and you're bringing in some new activities. I look forward in collaborating with Mayor DeWitte and Mayor Elect Rogina with his vision for downtown and hope you are successful beyond belief. Good Luck.

**Ald. Rogina:** Earlier Chris Minick talked in the budget presentation about "Shop St. Charles Challenge." Is there a relationship between that and the DSCP or is it a different program?

**Lynne:** It's a different program although they did share that program with us as they were talking through it and asked us to give some observations into that program. I believe that would be a support of the program that we started.

**Ald. Rogina:** I've been vocal on that point and I think part of our success of the downtown and the broader community is an education to our citizens while they certainly have a right to shop wherever they want – some thought about dropping money into our local businesses' coffers makes it a good deal for all.

**Voice vote:** unanimous; Nays: None. Chair. Martin did not vote as Chair. **Motion carried.**

**b. Monthly Update regarding City's Financial Results for February 2013 – Information Only.**

**Chris Minick:** The February updates are enclosed in your packet. We went through a list of information earlier tonight. The situation as of the end of February is not materially different then it has been for the past 6-7 months. Given those types of parameters, I would be happy to answer any questions you may have or if you would like me to go through it in a little more detail I can do that too. Essentially we are in the same spot that we have been with regards to the General Fund.

**Ald. Carrignan:** We're going to finish with a surplus?

**Chris:** In the General Fund – yes.

Motion by Ald. Bessner, second by Turner to enter into Executive Session to discuss Collective Bargaining Agreements at 8:33 p.m.

**Voice vote:** unanimous; Nays: None; Chair. Martin did not vote as Chair. **Motion carried.**

**8. Executive Session**

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining
- Review of Minutes of Executive Sessions

**Roll Call:** Ayes: Stellato, Monken, Carrignan, Payleitner, Turner, Rogina, Krieger, Bessner, Lewis; Nays: None. Chrmn. Martin did not vote as Chair. **Motion carried.**

Motion by Ald. Stellato, second by Turner to return from Executive Session at 8:53 p.m.

**9. Additional Items - None**

**10. Adjournment**

Motion by Ald. Carrignan second by Monken to adjourn meeting at 8:53 p.m.

**Voice vote:** unanimous; Nays: None; Chair. Martin did not vote as Chair. **Motion carried.**

:tn



**ST. CHARLES**  
S I N C E 1 8 3 4

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve a Resolution Approving a Certificate of Appropriateness (2 E. Main St. – Municipal Center).
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Presenter:	Rita Tungare
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*Please check appropriate box:*

<input type="checkbox"/> Government Operations	<input type="checkbox"/> Government Services
<input type="checkbox"/> Planning & Development	<input checked="" type="checkbox"/> City Council (5/6/13)

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

**Executive Summary:**

The City of St. Charles has proposed an exterior renovation project for the Municipal Center building that includes demolition and replacement of the east brick wall. The building is located within the Historic District and is a designated landmark; therefore a Certificate of Appropriateness (COA) approval is required prior to issuance of a building permit for any exterior alterations to the building.

The Historic Preservation Commission approved a COA for the Municipal Center project on 4/3/13 and 4/17/13, with a condition that the east brick wall be repaired rather than completely replaced.

The Government Services Committee reviewed the project on 4/22/13 and recommended the project be approved and that the east brick wall be replaced.

On 5/1/13, the Historic Preservation Commission adopted a resolution recommending denial of the COA for replacement of the brick wall, based upon the criteria in Section 17.32.080(G) of the Zoning Ordinance. The resolution is attached.

In accordance with Section 17.32.080 (E) of the Zoning Ordinance, the City Council may deny a Certificate of Appropriateness in accordance with the recommendations of the Historic Preservation Commission, or, upon review of the Commission’s resolution, its minutes and the application, if the City Council finds that the applicable criteria for granting a Certificate of Appropriateness will be met, it may disregard the Historic Preservation Commission Commission’s recommendation and approve a Certificate of Appropriateness.

**Attachments:** *(please list)*

Resolution; Historic Commission recommendation and meeting minutes

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve a Resolution Approving a Certificate of Appropriateness (2 E. Main St. – Municipal Center).

*For office use only*

*Agenda Item Number:*

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Approving a Certificate of Appropriateness  
(2 E. Main St.- Municipal Center)**

**Presented & Passed by the  
City Council on May 6, 2013**

WHEREAS, the City of St. Charles has requested a Certificate of Appropriateness for demolition and replacement of the east brick wall of the Municipal Center, 2 E. Main St., as described in the application attached hereto as Exhibit "A"; and

WHEREAS, the Historic Preservation Commission reviewed the request in accordance with the St. Charles Municipal Code, Title 17 "Zoning", Chapter 17.32 "Historic Preservation", Section 17.32.080 "Certificates of Appropriateness", and recommended to the City Council denial of the Certificate of Appropriateness on May 1, 2013; and

WHEREAS, the City Council of the City of St. Charles has received the recommendation of the Historic Preservation Commission, Historic Preservation Commission meeting minutes of April 3, 2013 and April 17, 2013, and the Application for Certificate of Appropriateness as required under Section 17.32.080(E) of the Zoning Ordinance and has considered the same; and

WHEREAS, the City Council of the City of St. Charles hereby makes the following findings:

**1. Significance of a Site, Structure or Building**

- a. The Historic Preservation Commission shall apply the maximum flexibility allowed by this Chapter in its review of applications for new construction and for alteration, removal or demolition of structures that have little architectural or historic significance. However, if the new construction, alteration, removal or demolition would seriously impair or destroy historically or architecturally significant features of a landmark or of a building, structure or site within a designated historic district, the Historic Preservation Commission shall give due consideration to protection of those historically and architecturally significant features.
- b. The following properties are presumed to have architecturally or historically significant features:
  - i. Properties within a designated historic district that are classified as architecturally or historically significant by a survey conducted pursuant to Section 17.32.070.
  - ii. Properties designated as landmarks pursuant to Section 17.32.300.
  - iii. All properties listed on the National Register of Historic Places.
- c. The following properties will sometimes have architecturally or historically significant features - properties within a designated historic district that are classified as architecturally or historically contributing by a survey conducted pursuant to Section 17.32.070.
- d. The following properties will usually have little architectural or historic significance - properties within a designated historic district that are classified as architecturally or historically non-contributing by an architectural survey conducted pursuant to Section 17.32.070.

*The St. Charles Municipal Center is rated as “Significant” in the 1994 Architectural Survey of the Historic District, is a locally designated Landmark, and is listed on the National Register of Historic Places.*

## 2. General Architectural and Aesthetic Guidelines

- a. Height  
The height of any proposed alteration or construction should be compatible with the style and character of the structure and with surrounding structures. **Not applicable.**
- b. Proportions of the Front Facade  
The relationship between the width of a building and the height of the front elevation should be compatible with surrounding structures. **Not applicable.**
- c. Proportions of Windows and Doors  
The proportions and relationships between doors and windows should be compatible with the architectural style and character of the building. **Not applicable.**
- d. Relationship of Building Masses and Spaces  
The relationship of a structure to the open space between it and adjoining structures should be compatible. **Not applicable.**
- e. Roof Shapes  
The design of the roof, fascia and cornice should be compatible with the architectural style and character of the building and with adjoining structures. **Not applicable.**
- f. Scale  
The scale of the structure after alteration, construction or partial demolition should be compatible with its architectural style and character and with surrounding structures **Not applicable.**
- g. Directional Expression  
Facades in historic districts should blend with, and reflect, the dominant horizontal or vertical expression of adjacent structures. The directional expression of a building after alteration, construction or partial demolition should be compatible with its original architectural style and character. **Not applicable.**
- h. Architectural Details  
Architectural details, including types of materials, colors and textures, should be treated so as to make a building compatible with its original architectural style and character, and to enhance the inherent characteristics of surrounding structures. **Not applicable.**
- i. New Structures  
New structures in an historic district shall be compatible with, but need not be the same as, the architectural styles and general designs and layouts of the surrounding structures. **Not applicable.**

## 3. Secretary of the Interior’s Standards for Rehabilitation

- a. Every reasonable effort shall be made to provide a compatible use for a property that requires minimal change to the defining characteristics of the building, structure or site, and its environment, or to use the property for its originally intended purpose. **Not applicable.**
- b. The distinguishing original qualities or historic character of a building, structure or site, and its environment, shall be retained and preserved. The removal or alteration of any historic materials or distinctive architectural features should be avoided when possible.  
*The brick wall is deteriorated and warrants total replacement.*
- c. All buildings, structures or sites shall be recognized as physical records of their own time, place and use. Alterations that have no historical basis, or which seek to create an earlier appearance, shall be avoided. **Not applicable.**
- d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved. **Not applicable.**

- e. Distinctive stylistic features, finishes and construction techniques or examples of skilled craftsmanship, which characterizes a building, structure or site, shall be preserved. **Not applicable.**
- f. Deteriorated historical features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be based on accurate duplications substantiated by documentary, physical or pictorial evidence, and not conjectural designs or the availability of different architectural elements from other buildings or structures.  
*The deterioration of the brick wall requires complete demolition and replacement to prevent further future deterioration or failure of the wall. Replacement brick will match the existing brick in terms of color, design, and texture.*
- g. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible. Sandblasting and other physical or chemical treatments which will damage the historic building materials shall not be used. **Not applicable.**
- h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken. **Not applicable.**
- i. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize a property. Contemporary design for the new work shall not be discouraged when such alterations and additions are differentiated from the old, and are compatible with the massing, size, scale, color, material and character of the property and its environment. **Not applicable.**
- j. New additions, and adjacent or related new construction, shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired. **Not applicable.**

#### 5. Code Conflicts

Where there are irreconcilable differences between the requirements of the building code, life safety code, or other codes adopted by the City and the requirements of this Chapter, conformance with those codes shall take precedence, and therefore the Historic Preservation Commission shall approve a Certificate of Appropriateness. In so doing, however, the Historic Preservation Commission shall be obligated only to approve those portions of the proposed work that are necessary for compliance with the applicable codes, as determined by the Building Commissioner or Fire Chief. **Not applicable.**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois to approve the Certificate of Appropriateness for demolition and replacement of the east brick wall of the Municipal Center, 2 E. Main St., attached hereto at Exhibit "A".

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 6th day of May, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 6th day of May, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 6th day of May, 2013.

\_\_\_\_\_  
Donald P. DeWitte, Mayor

Attest:

\_\_\_\_\_  
City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

**EXHIBIT A**

**APPLICATION FOR  
CERTIFICATE OF APPROPRIATENESS (COA)**



COMMUNITY DEVELOPMENT/PLANNING DIVISION

PHONE: (630) 377-4443 FAX: (630) 377-4062

**APPLICATION INFORMATION**

Permit #: 13-16590

Date Submitted: 5/3/13

COA # 13-12

Address of Property: 2 E. Main Street, St. Charles Municipal Center

Applicant: City of St. Charles

Use of Property:  Commercial, business name: \_\_\_\_\_

Residential  Other: Government building

Type of Work (Check All That Apply):

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Exterior Alteration/Repair | <input type="checkbox"/> New Construction   | <input type="checkbox"/> Demolition             |
| <input type="checkbox"/> Windows                               | <input type="checkbox"/> Primary Structure  | <input type="checkbox"/> Primary Structure      |
| <input type="checkbox"/> Doors                                 | <input type="checkbox"/> Additions          | <input type="checkbox"/> Garage/Outbuilding     |
| <input type="checkbox"/> Siding - Type: _____                  | <input type="checkbox"/> Deck/Porch         | <input type="checkbox"/> Other _____            |
| <input checked="" type="checkbox"/> Masonry Repair             | <input type="checkbox"/> Garage/Outbuilding |   |
| <input type="checkbox"/> Other _____                           |   | <input type="checkbox"/> Relocation of Building |
| <input type="checkbox"/> Awnings/Signs                         | <input type="checkbox"/> Other _____        |   |

**DESCRIPTION OF WORK PROPOSED**

Demolish east brick wall of the Municipal Center building, replace with a closely matched brick and reconstruct the wall in the same design as the existing wall.

**COA APPROVAL**

The City Council hereby issues a Certificate of Appropriateness (COA) authorizing the issuance of a building permit for the proposed work described herein.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**APPLICANT SIGNATURE**

I/we agree that all work will be in accordance with the plans, specifications and conditions which accompany this application, except for such changes as may be required by the Building Official.

\_\_\_\_\_  
Owner/Authorized Agent Signature

\_\_\_\_\_  
Date

**City of St. Charles, Illinois**

**Historic Preservation Commission Resolution No. 3-2013**

**A Resolution Recommending Denial of a Certificate of Appropriateness  
(2 E. Main St.- Municipal Center)**

WHEREAS, it is the responsibility of the Historic Preservation Commission to review applications for Certificates of Appropriateness in accordance with the requirements of the St. Charles Municipal Code, Title 17 "Zoning", Chapter 17.32 "Historic Preservation"; and

WHEREAS, the Historic Preservation Commission reviewed a request to demolish and replace the east brick wall of the Municipal Center, 2 E. Main St., on May 1, 2013, as a component of a larger renovation project that was approved by the Commission on April 3, 2013 and April 17, 2013; and

WHEREAS, the Historic Preservation Commission finds the proposed replacement of the east brick wall proposed in the application for Certificate of Appropriateness does not meet the applicable criteria of Section 17.32.080(G) "Certificate of Appropriateness: Criteria" and will therefore adversely affect or destroy historically or architecturally significant features of a building within a designated historic district, based on the findings listed in Exhibit "A".

NOW THEREFORE, be it resolved by the Historic Preservation Commission to recommend to the City Council denial of the Certificate of Appropriateness for demolition and replacement of the east brick wall on the Municipal Center, 2 E. Main St., based on the findings listed in Exhibit "A".

Roll Call Vote:

Ayes: Norris, Pretz, Prestidge, Weals, Bobowiec

Nays: Withey

Absent:

**PASSED**, this 1<sup>st</sup> day of May, 2013.

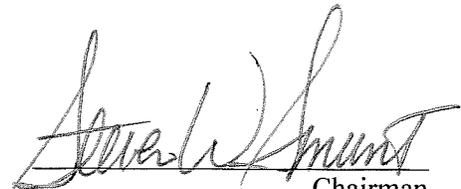
  
Chairman

Exhibit "A"

**Findings for Denial of Certificate of Appropriateness**

17.32.080.G. Certificate of Appropriateness: Criteria

In making a determination whether to approve or to recommend denial of an application for a Certificate of Appropriateness, the Historic Preservation Commission shall be guided by the following criteria:

**1. Significance of a Site, Structure or Building**

- a. The Historic Preservation Commission shall apply the maximum flexibility allowed by this Chapter in its review of applications for new construction and for alteration, removal or demolition of structures that have little architectural or historic significance. However, if the new construction, alteration, removal or demolition would seriously impair or destroy historically or architecturally significant features of a landmark or of a building, structure or site within a designated historic district, the Historic Preservation Commission shall give due consideration to protection of those historically and architecturally significant features.
- b. The following properties are presumed to have architecturally or historically significant features:
  - i. Properties within a designated historic district that are classified as architecturally or historically significant by a survey conducted pursuant to Section 17.32.070.
  - ii. Properties designated as landmarks pursuant to Section 17.32.300.
  - iii. All properties listed on the National Register of Historic Places.
- c. The following properties will sometimes have architecturally or historically significant features - properties within a designated historic district that are classified as architecturally or historically contributing by a survey conducted pursuant to Section 17.32.070.
- d. The following properties will usually have little architectural or historic significance - properties within a designated historic district that are classified as architecturally or historically non-contributing by an architectural survey conducted pursuant to Section 17.32.070.

***The St. Charles Municipal Center is rated as "Significant" in the 1994 Architectural Survey of the Historic District, is a locally designated Landmark, and is listed on the National Register of Historic Places.***

**2. General Architectural and Aesthetic Guidelines**

- a. Height  
The height of any proposed alteration or construction should be compatible with the style and character of the structure and with surrounding structures. N/A
- b. Proportions of the Front Facade  
The relationship between the width of a building and the height of the front elevation should be compatible with surrounding structures. N/A
- c. Proportions of Windows and Doors  
The proportions and relationships between doors and windows should be compatible with the architectural style and character of the building. N/A
- d. Relationship of Building Masses and Spaces  
The relationship of a structure to the open space between it and adjoining structures should be compatible. N/A
- e. Roof Shapes

The design of the roof, fascia and cornice should be compatible with the architectural style and character of the building and with adjoining structures. **N/A**

f. Scale

The scale of the structure after alteration, construction or partial demolition should be compatible with its architectural style and character and with surrounding structures **N/A**

g. Directional Expression

Facades in historic districts should blend with, and reflect, the dominant horizontal or vertical expression of adjacent structures. The directional expression of a building after alteration, construction or partial demolition should be compatible with its original architectural style and character. **N/A**

h. Architectural Details

Architectural details, including types of materials, colors and textures, should be treated so as to make a building compatible with its original architectural style and character, and to enhance the inherent characteristics of surrounding structures. **N/A**

i. New Structures

New structures in an historic district shall be compatible with, but need not be the same as, the architectural styles and general designs and layouts of the surrounding structures. **N/A**

### 3. Secretary of the Interior's Standards for Rehabilitation

- a. Every reasonable effort shall be made to provide a compatible use for a property that requires minimal change to the defining characteristics of the building, structure or site, and its environment, or to use the property for its originally intended purpose.

**N/A**

- b. The distinguishing original qualities or historic character of a building, structure or site, and its environment, shall be retained and preserved. The removal or alteration of any historic materials or distinctive architectural features should be avoided when possible.

***Demolition of the brick wall will result in the removal of historic materials.***

- c. All buildings, structures or sites shall be recognized as physical records of their own time, place and use. Alterations that have no historical basis, or which seek to create an earlier appearance, shall be avoided.

**N/A**

- d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**N/A**

- e. Distinctive stylistic features, finishes and construction techniques or examples of skilled craftsmanship, which characterizes a building, structure or site, shall be preserved.

**N/A**

- f. Deteriorated historical features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be based on accurate duplications substantiated by documentary, physical or pictorial evidence, and not conjectural designs or the availability of different architectural elements from other buildings or structures.

***Conclusive evidence has not been presented to support that the brick wall has deteriorated to the point that total demolition and replacement is necessary.***

- g. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible. Sandblasting and other physical or chemical treatments which will damage the historic building materials shall not be used.

N/A

- h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

N/A

- i. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize a property. Contemporary design for the new work shall not be discouraged when such alterations and additions are differentiated from the old, and are compatible with the massing, size, scale, color, material and character of the property and its environment.

N/A

- j. New additions, and adjacent or related new construction, shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

N/A

#### **5. Code Conflicts**

Where there are irreconcilable differences between the requirements of the building code, life safety code, or other codes adopted by the City and the requirements of this Chapter, conformance with those codes shall take precedence, and therefore the Historic Preservation Commission shall approve a Certificate of Appropriateness. In so doing, however, the Historic Preservation Commission shall be obligated only to approve those portions of the proposed work that are necessary for compliance with the applicable codes, as determined by the Building Commissioner or Fire Chief.

N/A

~~Mr. Hunecke asked about the Commission's COA review process and how many meetings were necessary. Chairman Smunt indicated that with most projects, if the information is complete, only one review is necessary, and this is completed concurrently with the building permit review process.~~

**8. COA: 2 E. Main St., Municipal Center (façade repair, windows, re-roofing)**

Peter Suhr, Public Services Manager for the City, was present, along with Steve Vasilion and Rob Ezerins, architects from the Prairie Forge Group. Mr. Suhr stated the project has been brought back to the Historic Commission for formal approval after a preliminary discussion in February. He stated the intent is to present the project to the Government Services Committee of the City Council on April 22; therefore, he was looking for the Commission to make a recommendation on the COA this evening.

The Commission first reviewed the elevations of Old City Hall and the Annex building, which includes window and door replacement, adding new stone base, salvaging brick, and tuck-pointing. Mr. Pretz commented on the stone base on the Annex building elevation, which appeared flat, and he suggested perhaps the window could extend further down. Chairman Smunt noted the rendering makes it appear as a monoplane without any relief at the base. Mr. Ezerins clarified that there is relief; it just does not appear on the rendering. He referred to the cross section in the plans. He also noted there is limited depth to work with in the window recesses because of the limited depth of the brick. The 4" of relief proposed was acceptable to the Commission.

Mr. Vasilion described the proposed changes to the Old City Hall building, including replacing the lower 39" of brick with limestone. He indicated the limestone would be more random cut/rough and not as it appears in the rendering. The belt course along the window sills will be larger rectangular sections of limestone. Wood windows with bronze cladding are proposed, and the project bid has an alternate of painting the second floor windows to match if they are not replaced. The Commission had no further comments on the proposal for Old City Hall.

The Commission moved to discussion of the Municipal Center building. Chairman Smunt stated that since the preliminary review meeting, he had done a visual assessment of the east brick wall proposed for replacement. He stated while he is not an architect or engineer, his first reaction was that the wall doesn't appear deteriorated enough to the point that it requires demolition. He has consulted with two other architects who agree with him, although they have not been up the roof to view the wall in detail. He recalled there was a comprehensive analysis of the masonry of the building at some point and he questioned if there was an independent analysis of the wall ever completed.

Mr. Ezerins responded that it is not only an issue of structural integrity. There are two lintels deflecting and pushing bricks up vertically. In order to control cracking, expansion joints are needed, which is a good solution more so for a new wall. But given the lintel repair, cracked bricks, and the need to rebuild sections of the parapet wall, there may be more value in replacing the entire wall. The new wall would have a membrane behind it to be water tight. Repair would leave multiple patches in the wall. He stated the brick replacement is more of a value proposition than because of structural failure.

Chairman Smunt noted that repair rather than replacement is required per the Secretary of Interior Standards and noted this is being done on the Annex and Old City Hall buildings. He stated the Historic Preservation Ordinance recommends retaining original materials to retain the historic fabric and character of the building.

Mr. Suhr noted that the end result would be a “swiss cheese” effect of numerous patches and repairs, and in the end, the total cost approach the cost of full replacement.

Mr. Norris suggested that replacing the brick wall and using a membrane changes the way the building works and breathes and questioned if interior moisture will be able to escape with the new system. Mr. Ezerins responded that this is more of an HVAC issue.

The Commission moved on to discuss the proposed metal coping. Mr. Vasilion described that on the brick section, the caps will be lifted to replace the roof and no coping is proposed. The coping has been proposed on the marble sections of the upper roof. He stated that the smaller, lower roofs do not have an issue with water penetration and these can be replaced without use of coping. Mr. Ezerins stated that the coping is proposed on the upper roof because of issues caused by the height of the roof surface intersecting the top of the parapet on one side of the roof. This condition makes it difficult to slope the water away from the parapet wall. He discussed potential alternatives, including the use of a reglet, where a channel in the mortar joint is created and caulked, or the use of “through-wall flashing” passing under the caps, which directs water to the wall.

The Commission discussed that they were opposed to the installation of metal coping and the resulting visual impact. The Commission thought either alternative presented was acceptable. Mr. Ezerins noted that it was not known what the exact conditions will be once the roof surface is removed, so one or both methods could; however, through-wall flashing is generally preferred with a reglet as a second alternative.

Chairman Smunt read a suggested motion to approve the COA subject to:

- The east brick wall of the Municipal Center- repair only, no full demolition, replace/repair with salvaged brick and like-in-kind material.
- Along the marble walls of the Municipal Center- No coping, use through-wall flashing under the marble caps, or use of a reglet where not feasible.

He further suggested coming back before the Commission if new information is available, and the Commission is open to considering this information.

**A motion was made by Mr. Prestidge and seconded by Mr. Pretz with a voice vote to approve the COA with the suggested conditions. Mr. Withey voted no.**

Mr. Ezerins added that the lower level canopy flashing, which is currently white, will be a green color to match the existing canopy, but only if a matching green color can be found. The Commission supported this change.

**A motion was made by Mr. Norris and seconded by Mr. Withey with a unanimous voice vote to amend the COA to include the use of matching green flashing on the lower canopy.**

**10. COA: 403 S. 6<sup>th</sup> St. (re-roofing project).**

Chairman Smunt recused himself as the applicant. Vice Chairman Norris acted as chair.

Dr. Smunt described his proposal to re-roof his house with Certaineed Carriage House Shingles, with metal valleys and a cone shaped cap on the veranda peak. Soffit crown molding that is deteriorated beyond repair and gable crown molding that is damaged will be replaced with 4” PVC crown molding that will appear as wood and closely match the original molding profile. Hanging half round gutters will replace the existing hanging box gutters.

**A motion was made by Mr. Withey and seconded by Mr. Prestidge with a unanimous voice vote to approve the COA.**

**11. Additional Business**

There was none.

**12. Announcements: Historic Preservation Commission meeting Wednesday, April 17, 2013 at 7:00pm in the Committee Room.**

**13. Adjournment:**

**A motion was made by Mr. Bobowiec and seconded by Mr. Withey, with a unanimous voice vote to adjourn the meeting.**

With no further business to discuss, the meeting adjourned at 8:46 pm.

**6. COA: 2 E. Main St.**

Mr. Colby stated the Commission recommended approval of this project at the April 3 meeting, but with two conditions: 1) repair instead of total replacement of the Municipal Center east brick wall and 2) No use of metal coping as proposed on the upper roof of the marble portion of the Municipal Center. The applicants have returned to provide additional information on these two items. Based on the new information presented, the Commission can either amend the previously approved COA, or leave the conditional approval in place as approved on April 3.

Peter Suhr, Public Services Manager for the City, stated that the project is scheduled to be presented the Government Services Committee of the City Council on April 22. Since the last meeting with the Commission, the City has received bids on the project, which included more analysis of the two issues by bidders. He noted that the overall cost of the project came in under budget, and therefore all of the alternatives for including second story window replacement on Old City Hall and the Annex Building will be included in the project. He noted if the brick wall replacement was included, this would add an additional \$20,000 to the overall budget and would not affect including the alternatives. He introduced the consultants, Rob Ezerins and Steve Vasilion from Prairie Forge Group.

Mr. Ezerins presented a drawing of the east brick wall of the Municipal Center showing the potential amount of brick that may need to be replaced. He noted this includes both damaged brick (20%) and interstitial brick (20%) that will need to be replaced in connection with the repair work. Masons who have bid on the project and inspected the wall estimated up to 40 to 45% would require replacement.

Mr. Norris stated he would prefer to table the item and talk directly to the mason. He questioned the purpose of the sawcutting if the brick is already failing. Mr. Vasilion stated only a very small portion of the brick replacement is due to the sawcutting. He noted the mason has found that many of the bricks are soft, and that at least 20% have the potential for spalling. Mr. Norris stated he did not see any spalling on the wall. Mr. Vasilion said the masonry is soft behind the face. Mr. Ezerins stated it is common practice to add joints in new brick and it would be negligent to not follow common practice with the brick replacement. Mr. Vasilion noted that the original report by a masonry consultant and the project bidder both recommended replacement of the brick wall.

Mr. Withey questioned if it is the Commission's responsibility to challenge the engineering recommendations of the City. Chairman Smunt noted that the expansion joints themselves are an aesthetic issue.

Ms. Weals asked if replacement of the roof membrane will help stop the deterioration of the brick and if it was possible to determine what percentage of the deterioration is due to roof failure vs. water through the wall. Mr. Ezerins said that is difficult to determine, but the roof is contributing to the issues with the parapet wall.

Mr. Bobowiec questioned why the masonry contractor was not present to respond the questions as requested by the Commission. He said he didn't feel the applicants were adequately responding to the Commission's requests for information. Mr. Suhr responded that a study was completed a year ago that said the wall was failing, and the architect and project contractor are both saying the same thing. He said Prairie Forge is the firm hired by the City to explain the findings and that he and the consultants are qualified architects.

The Commission moved on to discuss the metal coping. Mr. Ezerins stated they are concerned with the potential of cracking the marble caps, which weigh around 800 lbs. He presented two possible metal caps, including one that extended down the entire face of the marble cap. He showed pictures of a segment of the metal cap on the building. He explained that the pieces can be fitted so that the vertical joints on the cap match the vertical joints in the marble.

Chairman Smunt stated the metal cap is more predictable for long-term maintenance. He stated the question for the Commission to consider is whether the flashing that matches the profile of the caps has a minimal or major impact on the architecture of the building. He noted there is some negative impact in that it is not original.

Mr. Pretz said that based on the pictures, it is not really visible, and will provide a greater benefit down the road in terms of preserving the wall. Ms. Weals noted there is also the risk of the caps cracking. Mr. Norris questioned why the mason couldn't lift the caps without cracking them, but he noted that with the metal cap, all we are doing is adding a stripe on the top of the building that is similar to the gutters that already exist on some lower roofs.

Chairman Smunt asked about the joints between the sections of metal cap. Mr. Vasilion said the sections attach into another metal piece that covers the joint.

The Commission agreed with the proposal to add the metal cap on the marble portion of the building and use of the cap that matched the profile of the marble caps and lined up with the existing joints in the marble. The Commission asked that the cap be painted to match the marble.

Chairman Smunt asked the Commission if they would like to make a motion. Regarding the brick wall, he noted the applicants have presented that up to 40% of the brick may require replacement, but it may be more or less.

Mr. Norris reiterated his concern with the control joints and questioned if they need to be in the locations shown. Mr. Suhr suggested waiting for the mason to determine the final locations. Mr. Vasilion said the plans show approximate locations for control joints, but the locations can be modified to minimize the negative visual impact, and this can be determined in the field.

Mr. Pretz said he supports repair, not replacement, of the brick wall and he supports suggesting modifications be made to place the expansion joints in optimal locations.

Ms. Weals said she supports total replacement of the brick wall, instead of piece by piece replacing lintels and sills.

Mr. Prestidge said 40% is enough to warrant total replacement of the brick as the repaired wall will not look great when the repair is complete. He supports total replacement if it will look exactly the same as the existing wall.

Mr. Withey said he supports total replacement of the brick wall.

Mr. Bobowiec said if in fact 40% requires replacement, he would support total replacement of the brick; however he would not support replacement if it was actually 20%. He said he wants to see reports and data from the contractors. He noted the masonry contractor is not present. He said there is too much up in the air for the Commission to make a decision. His opinion rests with Mr. Norris' opinion as the architect on the Commission.

Chairman Smunt noted that there are three in support of total replacement of the wall and three opposed, so it does not appear that there are enough votes to change the approved COA with respect to the brick wall replacement. He suggested making a motion addressing the metal coping and placement of the control joints.

Mr. Colby read a draft motion for the Commission to consider:

- Authorize use of metal capstone coping and fascia, wrap the capstones per the diagram provided, paint the surface to match the marble.
- Allow the mason to choose the optimum location for necessary control joints to minimize impact on architecture.

**A motion was made by Mr. Pretz and seconded by Mr. Norris to amend the COA per the draft motion. Mr. Bobowiec, Mr. Prestidge, Mr. Pretz and Mr. Withey voted yes. Mr. Norris and Ms. Weals voted no. Motion carried.**

~~The Commission decided to move to Item #8 before Item #7.~~



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve a Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to award Contractual Services to Prairie Forge Group for the Municipal Building Exterior Improvements Project
Presenter:	Peter Suhr

*Please check appropriate box:*

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

Estimated Cost:	\$1,500,000	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:**

As part of an ongoing commitment to maintain City owned facilities, last year Public Services concluded an existing exterior conditions analysis of the Municipal Building. The analysis was performed by the local architectural construction firm of Williams Design/Build who has recently changed their name to the Prairie Forge Group. The analysis was a study of the building's exterior shell and resulted in identifying significant deficiencies requiring repairs to keep the structure weather-tight. City Council approved architectural construction management services from Prairie Forge in August 2012 to move forward with the design, specification writing, construction letting and construction administration of the required repairs, and modifications identified in the analysis.

Prairie Forge has completed the bid portion of their agreement and the results are presented in the attached summary.

In addition, the Historic Preservation Commission provided preliminary review of the project on February 6, 2013 and final approval of the project on April 3, 2013.

**Attachments:** *(please list)*

Resolution  
Project Bid Summary

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve a Resolution to award contractual services to Prairie Forge Group for the Municipal Building Exterior Improvements Project.

*For office use only:*

*Agenda Item Number:*

**City of St. Charles, Illinois  
Resolution No. \_\_\_\_\_**

**A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Award Contractual Services to Prairie Forge Group for the Municipal Building Exterior Improvements Project**

**Presented & Passed by the  
City Council on \_\_\_\_\_, 2013**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to award contractual services to Prairie Forge Group for the Municipal Building Exterior Improvements Project in the amount of \$1,500,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Donald P. DeWitte, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

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



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve Municipal Building Exterior Improvements Project
--------	--

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

*Please check appropriate box:*

Government Operations	<input checked="" type="checkbox"/>	Government Services 04.22.13
Planning & Development	<input type="checkbox"/>	City Council
Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$1,500,000	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:**

As part of an ongoing commitment to maintain City owned facilities, last year Public Services concluded an existing exterior conditions analysis of the Municipal Building. The analysis was performed by the local architectural construction firm of Williams Design/Build who has recently changed their name to the Prairie Forge Group. The analysis was a study of the building's exterior shell and resulted in identifying significant deficiencies requiring repairs to keep the structure weather-tight. City Council approved architectural construction management services from Prairie Forge in August 2012 to move forward with the design, specification writing, construction letting and construction administration of the required repairs, and modifications identified in the analysis.

Prairie Forge has completed the bid portion of their agreement and the results are presented in the attached summary.

In addition, the Historic Preservation Commission provided preliminary review of the project on February 6, 2013 and final approval of the project on April 3, 2013.

**Attachments:** *(please list)*

Project Budget Summary

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve Municipal Building Exterior Improvements Project.

*For office use only:*

*Agenda Item Number: 4.k*



CITY OF ST. CHARLES  
ILLINOIS • SINCE 1834

PROJECT BID SUMMARY  
City of St. Charles  
Municipal Center Exterior Improvements



Bid Opening Date: April 4, 2013  
Bid Opening Time: 11:00 AM

City of St. Charles  
Municipal Center Exterior Improvements  
Project No. 2011-083

12-Apr-13

BID PACKAGE # AND TITLE	QUALIFIED LOW BIDDER	LOW BASE BID	BUYOUT ADJUSTMENT	QUALIFIED BASE BID	ALT NO. 1: REPLACE EYEBROW WINDOWS @ OLD CITY HALL	ALT NO. 2: WINDOW REPLACEMENT 2nd/3rd FLOOR @ CITY HALL	ALT NO. 3: 2ND FLOOR WINDOW REPLACEMENT ANNEX BLDG	ALT NO. 4: ALUMINUM DOORS @ MUNICIPAL CENTER/EAST FACADE	ALT NO. 5: REPLACE FLOOD & SOFFIT LIGHTS	ALT NO. 6: REPLACE CUPOLA LOUVERS WITH NEW LOUVERS	TOTAL OF ALTERNATES 1 THROUGH 6	QUALIFIED LOW BIDDER W/ BUYOUT ADJUSTMENTS & ALTERNATES
<b>Building Requirements</b>												
BP #4A - MASONRY	Jimmy Z Masonry	\$ 261,000		\$ 261,000								\$ 261,000
BP #6A - GENERAL TRADES	Hargrave Builders	\$ 268,395		\$ 268,395								\$ 389,286
BP #7A - ROOFING / SHEET METAL	RE Burke Roofing	\$ 338,100		\$ 338,100								\$ 338,100
BP # 22A - PLUMBING & HVAC	JL Wagner Plumbing and Piping	\$ 54,800		\$ 54,800								\$ 54,800
<b>Total Building Cost</b>		\$ 942,295		\$ 942,295								\$ 1,043,186
<b>CONSTRUCTION CONTINGENCY</b>		\$ 25,000		\$ 25,000								\$ 25,000
<b>REIMBURSABLES &amp; BOND</b>		\$ 25,000		\$ 25,000								\$ 25,000
<b>Subtotal</b>		\$ 50,000		\$ 50,000								\$ 50,000
<b>Total of Alternates</b>				\$ 20,670	\$ 29,680	\$ 7,621	\$ 15,874	\$ 15,874	\$ 8,072	\$ 1,008,169	\$ 100,891	
<b>Total Base Bid Project Plus Individual Alternates</b>		\$ 992,295		\$ 1,012,965	\$ 1,021,975	\$ 999,916	\$ 1,011,269	\$ 1,008,169	\$ 1,000,367	\$ 1,093,186		
<b>Total Project Cost including Alternates No. 1 through 6</b>		\$ 992,295		\$ 992,295								\$ 1,093,186

 <b>ST. CHARLES</b> SINCE 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>	
	Title:	Recommendation to approve street closure, Class E2 Liquor License, and use of amplification equipment for the Heritage Center Pig Roast
	Presenter:	Chief Lamkin

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.22.13
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$1,847.02	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

**Executive Summary:**

This is the third annual event for this organization; however, the first time they are requesting for the event to take place at this location – the St. Charles Heritage Center, 215 E. Main St.

Event coordinators are requesting that the S. 3<sup>rd</sup> Avenue closure and tent set-up begin Saturday morning, the day of the event, June 29, 2013.

The Office will be responsible for the food and liquor (beer and wine) portion of this event. The entire area will be fenced off with volunteers working the two entrances. Liquor sales will start at 5:00 p.m. and end at 10:00 p.m.

An amplification permit has been requested. An MP3 player will be hooked up to speakers as background music for the duration of the event and end at 9:30 p.m.

Following is the estimated total cost for the city in which event coordinators are responsible for reimbursing in full: **Public Works: \$1,847.02**. The Police Department will determine any extra duty Police at the expense of the event sponsor.

**Attachments:** *(please list)*

Map of event layout

**Recommendation / Suggested Action** *(briefly explain):*

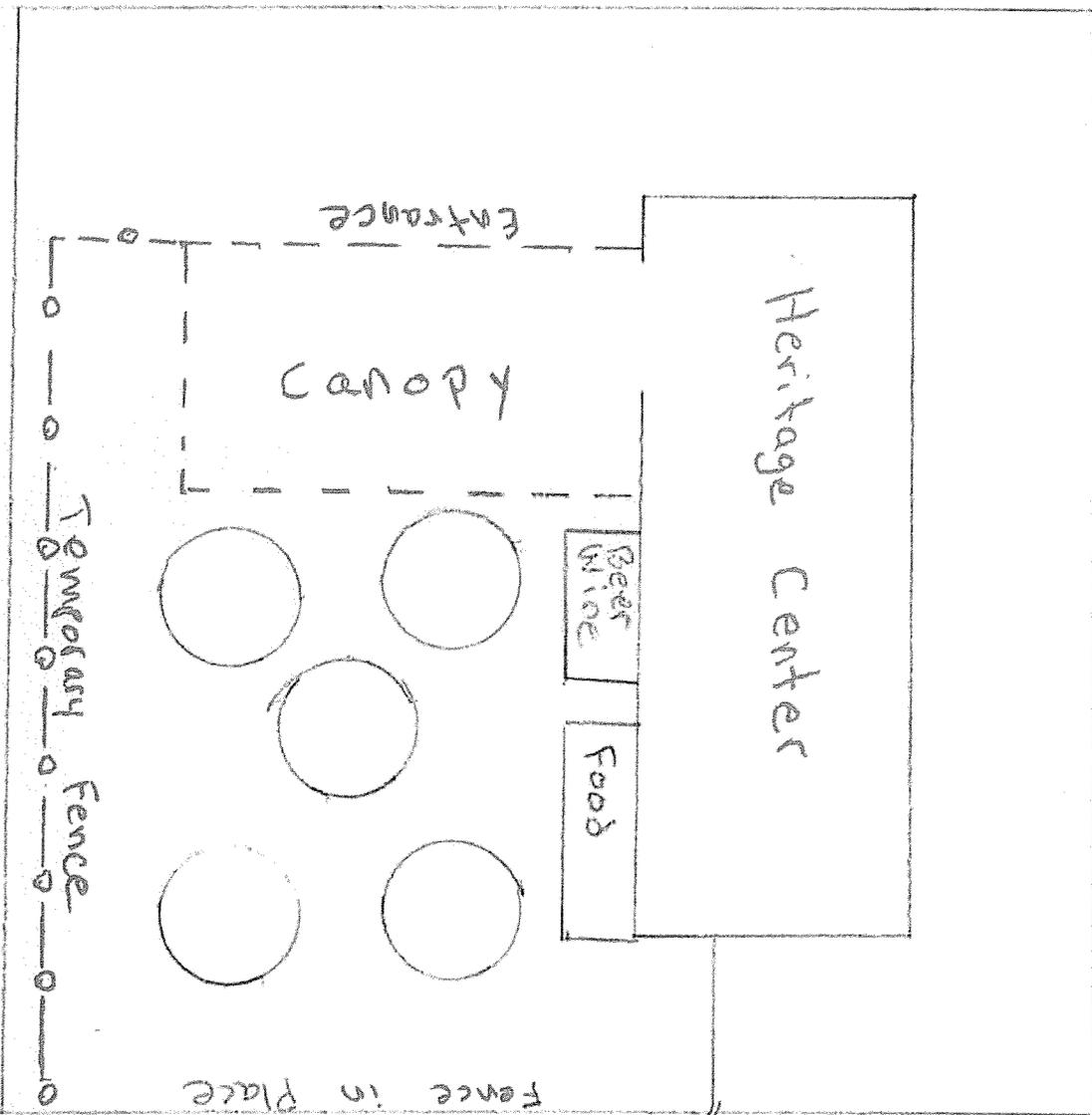
Recommendation to approve street closure, Class E2 Liquor License, and use of amplification equipment for the Heritage Center Pig Roast.

*For office use only:*

*Agenda Item Number: 5.b*

# East Side Parking Structure

3rd Avenue





**ST. CHARLES**  
S I N C E 1 8 3 4

**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to approve Ordinances authorizing changes in rates for the Electric, Water, and Wastewater Utilities for the City of St Charles

Presenter: Chris Minick, Finance Director

*Please check appropriate box:*

	Government Operations (04/22/13)		Government Services
	Planning & Development	X	City Council (05/06/2013)
	Public Hearing		

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

**Executive Summary:**

In conjunction with the implementation of the FY 13-14 budget, we are seeking approval of the attached ordinances to enact changes in the utility rate structure. These ordinances reflect the rates utilized in the preparation of the FY 13/14 budget presented to and approved by the City Council on April 15. The projections and amounts included in the budget presentation are predicated on the rate structure created by the ordinances attached. The changes to the rate structures proposed continue the City Council’s commitment to assure the long term financial viability and sustainability of the utilities in conjunction with the rate study passed in May of 2011.

In addition to the rate changes, the ordinances also propose the implementation of a surcharge for utility service outside the City limits. These surcharges are proposed to cover the costs of providing utility service that are not covered by the current rate structure. Projections for these revenues are included in the FY 13/14 budgeted revenue amounts and reflect a 5% adjustment for Electric, 36% for water and 20% for sewer service. If approved as proposed, these rate changes would be effective with bills sent in June.

**UPDATE FOR CC MEETING:**

There were no votes on these particular ordinances at the Committee hearing. However, there was no direction given as to the provisions of the ordinances that were unacceptable. Therefore the ordinances appear in the same form as were presented at the Government Services Committee meeting on April 22.

**Attachments:** *(please list)*

**Rate Ordinances (3):**  
**Electric, Water, Sewer**

**Recommendation / Suggested Action** *(briefly explain):*

**Recommendation to approve ordinances authorizing changes in the rate structure for the Electric, Water and Wastewater utilities for the City of St Charles**

*For office use only:*

*Agenda Item Number:*

4 21 1

# City of St. Charles, Illinois

## Ordinance No. \_\_\_\_\_

### An Ordinance Amending Title 13 “Public Utilities” Chapter 13.08 “Electricity” (Rates) of the St. Charles Municipal Code

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

1. That Title 13 “Public Utilities”, Chapter 13.08 "Electricity," Section 13.08.220 "Rates - Established" of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

13.08.220 Rates – Established

The rates for the purchase of electrical energy are established as set out in Sections 13.08.230 through 13.08.292. The rates established in Sections 13.08.230 through 13.08.292 shall be increased by an additional 5% if electrical service is provided to a service address outside the corporate limits of the City of St Charles unless the customer has an electric service agreement with the City that was in existence prior to May 6, 2013 that provides for a different additional charge.”

2. That Title 13 “Public Utilities”, Chapter 13.08 "Electricity," Section 13.08.230 "Rate 1 – Residential – Rates, Charges and Service Requirements." Subsection B, Paragraph 1 and 2, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

13.08.230 Rate 1 - Residential - Rates, Charges and Service Requirements.

B. Charges for this rate shall be as follows:

1. Monthly Customer Charge. The net monthly customer charge shall be thirteen dollars and no cents (\$13.00) per meter.
2. Energy Charge. The net energy charge shall be as follows:

Summer Months

\$0.1090 per kilowatt-hour for all kilowatt-hours

Non-summer Months

\$0.0985 per kilowatt-hour for all kilowatt-hours

For purposes hereof, the “summer months” are defined as the electric usage that is billed to the user starting in the month of June and the next four succeeding months.

3. That Chapter 13.08 "Electricity," Section 13.08.240 "Rate 3 – Small General Service – Rates, Charges, and Service Requirements." Subsection B, Paragraph 1 and 2, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

13.08.240 Rate 3 – Small General Service – Rates, Charges, and Service Requirements.

B. Charges for this rate shall be as follows:

1. Monthly Customer Charge. The net monthly customer charge shall be fifty dollars (\$50.00) per meter.
2. Energy Charge. Then net energy charge shall be as follows:  
  
\$0.0860 per kilowatt-hour for all kilowatt-hours

4. That Chapter 13.08 "Electricity," Section 13.08.260 "Rate 5 – General service – Rates, Charges, and Service Requirements," Subsection B, Paragraph 1, 3, and 4, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

13.08.260 Rate 5 - General service - Rates, Charges, and Service Requirements.

B. Charges for this rate shall be as follows:

1. Monthly Customer Charge. The net monthly customer charge shall be fifty dollars (**\$50.00**) per meter.
3. Demand Charge. The net demand charge shall be as follows:  
  
\$17.25 per kilowatt
4. Energy Charge. The energy charge shall be as follows:  
\$0.0510 per kilowatt-hour for all kilowatt-hours

5. That Chapter 13.08 "Electricity," Section 13.08.265 "Rate 6 – Governmental Outdoor Lighting – Rates, Charges, and Service Requirements," Subsection B, Paragraph 1, and 3, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

13.08.265 Rate 6 – Governmental Outdoor Sports Lighting - Rates, Charges, and Service Requirements.

B. Charges for this rate shall be as follows:

1. Monthly Customer Charge. The net monthly customer charge shall be fifty dollars (\$50.00) per meter.
  
3. Energy Charge. The energy charge shall be as follows:  
\$0.1611 per kilowatt-hour for all kilowatt-hours

6. That Chapter 13.08 "Electricity," Section 13.08.275 "Rate 7 – Large General Service – Rates, " Subsection B, Paragraph 1, 3, and 4, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

13.08.275 Rate 7 - Large General Service - Rates, Charges and Service Requirements.

B. Charges for this rate shall be as follows:

1. Monthly Customer Charge. The net monthly customer charge shall be one hundred seventy-five dollars (\$175.00) per meter.
  
3. Demand Charge. The net demand charge shall be as follows:  
\$17.25 per kilowatt
  
4. Energy Charge. The net energy charge shall be as follows:  
\$0.0530 per kilowatt-hour On-Peak  
\$0.0425 per kilowatt-hour Off-Peak

7. That Chapter 13.08 "Electricity," Section 13.08.290 "Rate 8 – Municipal Owned Street Lighting and Traffic Signals – Rates, " Subsection B, Paragraph 1 of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

13.08.290 Rate 8 – Municipal Owned Street Lighting and Traffic Signals

B. Charges for this rate shall be as follows:

1. Energy Charge.  
\$0.0619 per kilowatt-hour for all kilowatt-hours

8. That Chapter 13.08 "Electricity," Section 13.08.292 "Rate 9 – Primary Metered Large General Service – Rates, Charges and Service Requirements. Subsection B, Paragraph 1, 3, and 4, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

B. Charges for this rate shall be as follows:

1. Monthly Customer Charge. The net monthly customer charge shall be one hundred seventy five dollars (\$175.00) per meter.

3. Demand Charge. The net demand charge shall be as follows:  
\$16.91 per kilowatt

4. Energy Charge. The net energy charge shall be as follows:  
\$0.0519 per kilowatt-hour On-Peak  
\$0.0417 per kilowatt-hour Off-Peak

9. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing subsequent to June 1, 2013.

10. 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 Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

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Donald P. DeWitte, Mayor

ATTEST:

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Nancy Garrison, City Clerk

Ordinance No. \_\_\_\_\_  
Page 5

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

**City of St. Charles, Illinois  
Ordinance No. 2013-M-\_\_\_\_\_**

**An Ordinance Amending Title 13 “Public Utilities”, Chapter 13.16, “Water”,  
Section 13.16.190 “Net Charges for Property with Buildings Connected to  
System” 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 1. That Title 13 “Public Utilities”, Chapter 13.16 “Water”, Section 13.16.190 “Net Charges for Property with Buildings Connected to System”, of the St. Charles Municipal Code, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

**“13.16.190 Net Charges for Property with Buildings Connected to System**

All property upon which any building has been or may be hereafter erected having a connection with the water system shall pay the following charges:

A. Customer Charge. The following customer charge is for all general service water customers:

**Customer Charge**

Meter Size	Per Month
3/4” and under	\$6.03
1”	\$7.77
1-1/4”	\$9.44
1-1/2”	\$10.87
2”	\$14.67
3”	\$23.31
4”	\$35.58
7-1/2”	\$95.91

B. Water Charge. The following water rates apply to all customers:

Base Water Rate – Two dollars and fifty-three cents (\$2.53) per 1000 gallons.

\*Excess Seasonal Water Rate – Four dollars and twenty-eight cents (\$4.28) per 1000 gallons.

\*Excess Seasonal Water Rate applies to water use that is billed to the customer starting in the month of June and the next four succeeding months.

The excess seasonal water rate applies to water used during the above period which is greater than 130 percent of the monthly average of water used during the winter quarter and which is greater than 6,500 gallons per month usage. All other water is billed at the base rate. New customers who have no history of water consumption during the winter quarter will be billed on the basis of actual consumption at the base rate until a winter average is determined.

C. Charge for Use Outside of City Limits. Any customer connected to the system receiving water service at a location outside the corporate limits of the City of St Charles shall pay an additional charge of 36% of all charges imposed for water service by this section 13.16.190 A. and B. above, unless the customer has a water service agreement with the City that was in existence prior to May 6, 2013 that provides for a different additional charge.”

Section 2. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing period subsequent to June 1, 2013.

Section 3. 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 Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

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Donald P. DeWitte, Mayor

ATTEST:

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Nancy Garrison, City Clerk

Ordinance No. \_\_\_\_\_

Page 3

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

**City of St. Charles, Illinois**  
**Ordinance No. \_\_\_\_\_**

**An Ordinance Amending of Title 13 “Public Utilities”, Chapter 13.12, “Sewers”, Section 13.12.830 “Charges for Residential Users”, Section 13.12.840 “User Charges for Metered Water Consumption and Nonresidential Use” and Section 13.12.810 “Surcharge to Industrial Users for Discharge of Compatible Pollutants” 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 1. That Title 13 “Public Utilities”, Section 13.12.830 “Charges for Residential Users”, Subsection A, Paragraph 1; Section 13.12.840 “User Charges for Metered Water Consumption and Nonresidential Use”, Subsection A, Paragraph 1 and 2; and Section 13.12.810 “Surcharge to Industrial Users for Discharge of Compatible Pollutants”, Subsection B of the St. Charles Municipal Code, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

**“13.12.830 Charges for Residential Users**

A. The residential sewer user charge shall be as follows:

1. The following rate shall be charged for sewer service to all residential users of City sewers based upon metered water consumption: twelve dollars and fifty cents (\$12.50) demand charge per month plus four dollars and eighteen cents (\$4.18) per one thousand gallons of water used with a maximum sewer charge not to exceed 130% of a residential user’s winter quarter water usage average. The residential user’s “winter quarter” water usage shall be defined as the water that is billed to the user in the months of January, February, and March. When the 130% calculation produces a fractional result, the customer maximum will be raised to the next whole number.”

5. Charge for Use Outside of City Limits: Any customer receiving sewer service at a location outside the corporate limits of the City of St Charles shall pay an additional charge of 20% of all user charges imposed for sewer service unless the customer has a sewer service agreement with the City that was in existence prior to May 6, 2013 that provides for a different additional charge.”

**“13.12.840 User Charges for Metered Water Consumption and Nonresidential Use**

A. The non-residential sewer user charge shall be as follows:

1. The following rate shall be charged for sewer service to all non-residential users of City sewers based upon metered water consumption: twelve dollars and fifty cents (\$12.50) demand charge per month plus four dollars and eighteen cents (\$4.18) per one thousand gallons of water used.
2. The following rate shall be charged for sewer service to all non-residential users of City sewers where water consumption does not reflect the actual quantity of wastewater tributary to the wastewater treatment works: twelve dollars and fifty cents (\$12.50) demand charge per month plus four dollars and eighteen cents (\$4.18) per one thousand gallons of wastewater actually discharged into the sewer system.”
5. Charge for Use Outside of City Limits: Any customer receiving sewer service at a location outside the corporate limits of the City of St Charles shall pay an additional charge of 20% of all user charges imposed for sewer service unless the customer has a sewer service agreement with the City that was in existence prior to May 6, 2013 that provides for a different additional charge.”

**“13.12.810 Surcharge of Industrial Users for Discharge of Compatible Pollutants**

B. Users permitted to discharge Compatible Pollutants in excess of the stated limits, either singly or collectively, shall pay a surcharge according to the following schedule:

\$0.38 for every pound of BOD discharged above the stated limits

\$0.29 for every pound of TSS discharged above the stated limits

\$0.13 for every pound of FOG discharged above the stated limits

The following formula shall be used for calculating the pounds of excess in the User’s discharge:

(actual concentration {mg/L}-Code limit {mg/L})(8.34 lbs./gal.)(Volume of discharge)”

C. Charge for Use Outside of City Limits: Any customer discharging Compatible Pollutants into the sewer system at a service location outside the corporate limits of the City of St Charles shall pay an additional charge of 20% of all user surcharges imposed by Section 13.12.810 B. above unless the customer has a sewer service agreement with the City that was

in existence prior to May 6, 2013 that provides for a different additional charge.”

Section 2. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing subsequent to June 1, 2013.

Section 3. 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 Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Donald P. DeWitte, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

**MINUTES  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
MONDAY, MARCH 25, 2013, 7:00 P.M.**

**Members Present:** Chairman Stellato, Aldr. Carrignan, Aldr. Payleitner, Aldr. Turner, Aldr. Rogina, Aldr. Martin, Aldr. Krieger, Aldr. Bessner

**Members Absent:** Aldr. Monken, Aldr. Lewis

**Others Present:** Brian Townsend, City Administrator; Donald DeWitte, Mayor; Mark Koenen, Director of Public Works; James Bernahl, Public Works Engineering Manager; John Lamb, Environmental Services Manager; Peter Suhr, Public Services Manager; Tom Bruhl Electric Services Manager; James Lamkin, Police Chief; Joseph Schelstreet, Acting Fire Chief

1. Meeting called to order at 7:00 p.m.

2. Roll Call

**K. Dobbs:**

Stellato: Present  
Monken: Absent  
Carrignan: Present  
Payleitner: Present  
Turner: Present  
Rogina: Present  
Martin: Present  
Krieger: Present  
Bessner: Present  
Lewis: Absent

3.a. Electric Reliability Report – Information only.

3.b. Tree Commission Minutes – Information only.

3.c. EAB Control Efforts – Information only.

**3.d. Madison Avenue Traffic – Information only.**

**Aldr. Stellato:** I know we have the information requested last month, so that is going to be a budget discussion whether or not we want to move forward on it.

Outside of that, if there are no other questions, let's continue.

**4.a Recommendation to approve an Intergovernmental Agreement with School District 303 (Red Gate Road/St. Charles North High School).**

**Mark Koenen presented.** This is an agreement between District 303 and the City of St. Charles for a traffic signal and a right turn lane for eastbound motorists travelling along Red Gate Road who are choosing to enter into St. Charles North High School. This is a project we have talked about a number of times over the last 18 months. We have had good coordination with District 303, and they are taking this to their committee for consideration and ultimately a final board action in May.

Staff is requesting approval of the Intergovernmental Agreement.

No further discussion.

Motioned by Aldr. Martin, seconded by Aldr. Rogina. Approved unanimously by voice vote. **Motion carried.**

**4.b. Recommendation to approve Construction Service Agreement for Red Gate Road/St. Charles North High School.**

**Mark Koenen presented:** This is the construction contract to the Intergovernmental Agreement. Public Works Engineering has been working with the Red Gate Bridge Contractor, James McHugh Construction to secure a quotation from them to do this particular work. We worked with McHugh to extend their bid quantities that they had used to bid the project originally with the State of Illinois and extend those same items and quantities in terms of costs to the City of St. Charles now for this new traffic signal.

Those numbers came in at approximately \$650,000. As you will note in the Executive Summary, this is part of the proposed budget for FY 13/14 and the money would come from the Red Gate Bridge monies which are left over from the original project. We have set aside approximately \$500,000 for the project. We are working with the contractor now to try to get the costs down.

There is a 14-16 week delay on traffic signal ordering and delivery of equipment. We would like to get started and get the project moving to have the signal in before school starts in the fall of 2013.

**Aldr. Carrigan:** This \$500,000 unfunded which will be coming out of the bond?

**Mr. Koenen:** That is correct.

**Aldr. Carrignan:** So we have \$146,000 left. Do we know where that is coming from?

**Mr. Koenen:** We have budgeted \$650,000 and Mr. Townsend has asked us to negotiate with the contractor to bring us down to approximately \$500,000. Half of that is being reimbursed by the school district.

Staff recommends approval of the construction service agreement.

No further discussion.

Motioned by Aldr. Rogina, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

**4.c. Presentation to provide Update on Proposed IL Route 64 Projects – Information only.**

**James Bernahl presented.** As of today, you may have seen the message boards for east and westbound traffic and also on IL Rt. 25. Construction is anticipated to begin this week. Traffic will be shifted to the southbound lanes. Work is anticipated to begin at 7<sup>th</sup> Avenue heading east. Most of the utility relocation work was done last year. In addition, the contractor will also continue to work at Dunham on the east project.

I'm still doing my weekly updates on line, so everyone on that mailing list will start to receive them again.

**Chairman Stellato:** The anticipated completion date is when?

**Mr. Bernahl:** End of August.

No further discussion.

**4.d. Recommendation to approve a Purchase Order with James McHugh Construction for Conduit and Foundation work on Local Distribution Center 2 at Red Gate Road Bridge Site.**

**Tom Bruhl presented.** This is for work at the station at the old Little Woods School site. This contract with McHugh is for site preparation. Jim Bernahl and I worked up a set of plans to minimize how much dirt we were moving on that site which is extremely challenging in terms of grade. We took those plans to McHugh who obviously have an advantage in that they already have machines on site. They were able to extend the IDOT bid pricing for the civil related items. For the unique electric items that were not part of the IDOT project, they went out to five contractors and selected the lowest contractor, Archon, who is a contractor that we use on a regular basis.

The combination of those two vendors is logically the best choice since McHugh is already on site. I would also like to mention that as part of the project, McHugh has been a very fair and honest contractor to work with.

Staff recommends awarding a purchase order to James McHugh Construction in the amount of \$338,843 for the conduit and foundation installations for Local Distribution Center 2 at Red Gate Bridge.

No further discussion.

Motioned by Aldr. Carrigan, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

**4.e. Recommendation to approve a Purchase Order with PieperLine Line Construction for Conduit and Foundation work on Local Distribution Center 2 at Red Gate Road Bridge Site.**

**Tom Bruhl presented.** This item is for resident engineering. We are going to contract with PieperLine Line Construction to use a contractor who is an IBEW member that I've used before. There is extremely detailed pipework; there are 46 different pipes that have to end at different elevations, so getting that right from an electrical sense is very important. We have scheduled his hours to be on site during the most important times throughout construction.

Staff recommends awarding a purchase order to PieperLine Line Construction in the amount of \$25,200 for contract administration and inspections for the Local Distribution Center 2 at Red Gate Bridge.

**Chairman Stellato:** Once again, this is a budgeted item?

**Mr. Bruhl:** Yes.

Motioned by Aldr. Turner, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

**4.f. Recommendation to award Valve Operating and Leak Survey Services.**

**John Lamb presented.** This item is for valve operating and leak detection services. Our Water Division conducts these two programs on an annual basis. In the past, these services were both contracted separately with three year service agreements. This year staff decided to combine these to one contract. As a result of combining the contracts, there was an approximate savings of \$7,500.

Staff sent out a request for proposals and received three proposals in response. After review of the proposals, staff is recommending approval to award a three year service agreement with Associated Technical Services in an amount of \$205,753.08.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

**4.g. Recommendation to approve Contractual Services for Stormwater Televising and Cleaning Services.**

**Peter Suhr presented.** Two years ago, City Staff solicited vendors to assist with storm water televising and cleaning services. A request for proposal for these services went out to six different contractors. This is the third year of a four year commitment to investigating our storm water mains in our downtown area. These services provide us detailed information for each storm water main which City Staff uses to prioritize projects and capital projects as well.

Visu-Sewer of Illinois, LLC was awarded the original contract. Since they meet expectations in service, Staff recommends continuing the contract with them again this year. Their contract will not exceed the \$65,000 budgeted amount. If there are no questions, staff recommends approval of the RFP based on cost per linear foot as shown as the attached results in your packet.

**Chairman Stellato:** This is a budgeted item?

**Mr. Suhr:** Yes.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

**4.h. Recommendation to approve Contractual Services for Street Sweeping Services.**

**Peter Suhr presented.** As a matter of good public policy, the Public Works Department provides street sweeping services to the community, which removes grit and contaminants from the roadway. This service prevents that material from entering our water shed and helps keep our streets safe from vehicular traffic. Last year, City Staff solicited vendors to assist with our street sweeping program. K. Hoving Company is the most cost competitive and most qualified based on the RFP.

If there are no questions, staff recommends approval of the second year of a three year contract to K. Hoving Companies based on their proposal in your packet.

**Aldr. Payleitner:** Is there anyway staff would monitor the contractors who do that work?

**Mr. Suhr:** We do monitor that work.

**Aldr. Payleitner:** Sometimes they'll come by and the street is loaded with cars. Is there any way we can let people know when the street sweeper is coming by, like we do with leaf pick up?

**Mr. Suhr:** We know in general terms when they will be out to sweep and we can definitely give some forewarning. That's a good idea.

**Aldr. Rogina:** Pete, you said this was the second year of a three year contract. Why are we approving this, except that it maybe is in the contract that we are obligated to renew every year?

**Mr. Suhr:** That's basically the reason why. It's a briefing on the program itself, just to inform you that it's starting again. Since it's over \$20,000 they feel the need to come back and have it renewed each year.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

**4.i. Recommendation to approve Parking Lot Sweeping Maintenance Contract with Alliance Sweeping.**

**Peter Suhr presented.** Similar to the services discussed in the last agenda item, since 2008 the City has been utilizing Alliance Sweeping to help maintain our City parking lots and parking decks. Starting in the spring and continuing until our first snow event, Alliance sweeps our parking lots and parking decks one time each week. This year we have budgeted just over \$40,000 for these sweeping services. Alliance Sweeping held their price for the past three consecutive years. In addition, we have received quotes from four other vendors and Alliance continues to be the most cost effective.

Staff recommends approval of the proposal from Alliance Sweeping in an amount of \$40,600.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

**4.j. Recommendation to approve an Agreement for Janitorial Services with DuKane Services.**

**Peter Suhr presented.** DuKane Services has provided janitorial services for the City of St. Charles for over 18 years. Even though City Staff has been pleased with DuKane's work, we felt obligated to test the market last year before recommending continuing services with them. Last year, staff solicited RFP's to several vendors, of which the results are in your packet. DuKane Services provided the most cost effective proposal and was the most qualified vendor based on the RFP. DuKane's proposal last year was a \$24,000 savings from the previous year. This is the second year of their agreement, in an amount of \$255,440.

No further discussion.

Motioned by Aldr. Carrigan, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

**4.k. Recommendation to approve Residential Brush Pick-up Contract with Kramer Tree Specialists.**

**Peter Suhr presented.** This year's brush pick up program starts on April 15 on the east side and April 22 for the west side. Similar to years past, pick up will run once a month from April through November. East side pick up is always on the third week and west side is always on the fourth week of the month.

The website has been updated to reflect the most current information and specifics about that program.

The City of St. Charles has used Kramer Tree Specialists for brush pick up for 13 years. Because of their exceptional service and competitive bid, Kramer was awarded a new three year agreement in 2011, so this is the third year of that three year agreement.

Staff recommends approval of residential brush pick up contract with Kramer Tree Services in the amount of \$144,000.

No further discussion.

Motioned by Aldr. Carrigan, seconded by Aldr. Rogina. Approved unanimously by voice vote. **Motion carried.**

**4.l. Recommendation to approve Leaf Collection Contract with Kramer Tree Specialists.**

**Peter Suhr presented.** Similar to the brush pick up program, Kramer Tree Services also provides leaf collection services for us. Their leaf collection contract also expired two years ago, and at that time was awarded a new three year agreement as well. Starting in

October, Kramer will provide four separate collection cycles throughout the City, just as they have done in prior years. Staff recommends approval of leaf collection services contract with Kramer Tree Specialists in the amount of \$243,000.

**Aldr. Carrigan:** Last year in the budget process, we talked about doing Spring clean-up in the even number years, correct?

**Chairman Stellato:** Yes.

**Aldr. Carrigan:** I just want to make sure people remember, because I've already had two questions about it.

No further discussion.

Motioned by Aldr. Carrigan, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

**4.m. Recommendation to approve installation of Downtown Partnership Historic Signs.**

**Peter Suhr presented.** This is in regard to Historic Sign presentation. Last May, this Committee approved the installation of a Downtown Partnership Historic sign, highlighting the history of the Municipal Center which is now installed outside of the building. The first sign was installed with no issues and we have received positive feedback. Utilizing a \$5,000 grant for this program, Staff, on behalf of the Downtown Partnership is seeking approval for the installation of the next two historic signs. In your packet, you will find the location maps for those two signs; one is suggested to be installed on the west side of the foot bridge, and a second one along the riverwalk.

Also, please find a description and photos being considered. There are representatives from the Downtown Partnership group if you have any questions. If not, Staff recommends approval of the installation of two additional signs.

No further discussion.

Motioned by Aldr. Martin, seconded by Aldr. Rogina. Approved unanimously by voice vote. **Motion carried.**

**5.a. Recommendation to approve an Agreement with New World Systems (NWS) Corporation for Standard Software Maintenance.**

**Chief Lamkin presented.** My first item tonight is a recommendation to enter an agreement with New World Systems for our software maintenance for our field reporting system. This money has been appropriately budgeted.

Staff recommends approval to enter into this agreement.

No further discussion.

Motioned by Aldr. Turner, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

**5.b. Recommendation to approve an Ordinance Authorizing the Execution of Amendment No. 1 to the Intergovernmental Agreement for Tri-City Records.**

**Chief Lamkin presented.** This is an Ordinance authorizing an amendment to our Intergovernmental Agreement with Tri-Cities for records. Recently, through Tri-Com, we are making a change where we are going to be dispatching for Sugar Grove Police. This came about at their request; they have also requested to join our records management group. Our oversight committee views this as a positive addition. It will allow us to continue to share information, and is very efficient.

Staff recommends approval of the Ordinance authorizing Amendment No. 1 to the Intergovernmental Agreement for Tri-City Records.

No further discussion.

Motioned by Aldr. Turner, seconded by Aldr. Bessner. Approved unanimously by voice vote. **Motion carried.**

**5.c. Recommendation to approve street closures, use of amplification equipment and Class I Liquor License for the annual Pride of the Fox Riverfest.**

**Chief Lamkin presented.** Riverfest is a little different this year. There are some changes in the availability of some spaces that have been used in the past. Since the agenda for the meeting was completed, it has been determined that due to construction at City Hall, the checkerboard lot is not going to be available in a safe manner for any part of the event. An alternative that has been requested is to use the lot in front of Schzewan. Also, for purposes of set up, one thing that was asked in addition to what we've outlined here is the ability to use along the west side of the river where the main part of the event will be to set up the stage on Wednesday. It wouldn't take away parking, it would just allow them to set up the stage sooner.

Alcohol start times are outlined in your packet, and the end times are similar to what we've used in the past; same for music – it's the same as it's been the past several years. With that, I'm going to ask Julie Farris to come up to address changes.

**Aldr. Bessner:** Chairman, I will be abstaining from this.

**Chairman Stellato:** Please let the record reflect that Aldr. Ed Bessner will be abstaining from discussion.

**Julie Farris:** This year we have come up with some major changes to two of the three iconic features of Riverfest. We are moving the main stage to Plaza Green this year and we have requested to move the sand sculpture to the Schzewan lot located at Il Rt. 31 and Main Street. With the Municipal Center being under construction, we obviously want to keep everyone safe. We also have a major sponsor who sponsors the sand sculpture. In order to ensure I keep with all the benefits they have been promised, we would like to make sure the sand sculpture is in a highly visible spot as it was at the Municipal lot. I have maps of all locations with me tonight. All the times will stay the same as we have done in the past. The main stage location will be almost similar; we do have more real estate so we will be able to spread out which will allow for a safer venue. The main stage will still stay projected toward the river, so it's not projecting back into the neighborhoods. Hopefully we will have fewer complaints with it projecting straight out into the river.

**Aldr. Martin:** Mr. Chairman, I would like to support the Riverfest, however, I would like to have the motion divided into two sections; the first section approving the street closures and amplification equipment and the second motion for the liquor license.

**Aldr. Carrignan:** I move for approval on the street closures and amplification.

**Aldr. Turner:** Second.

Motioned by Aldr. Carrignan, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

**Aldr. Carrignan:** I motion to approve the E-1 Liquor License with the times outlined in the Executive Summary.

**Aldr. Turner:** Second.

**Chairman Stellato:** Kristi, please call a roll.

**K. Dobbs:**

Carrignan: Yes

Payleitner: Yes

Turner: Yes

Rogina: Yes

Martin: No

Krieger: No

Bessner: Abstain

**Chairman Stellato:** Motion carries, four to two.

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Turner. **Motion carried.**

**5.d. Recommendation to approve a ClassE-3 Liquor License for the Kane County Fair.**

**Chief Lamkin presented.** This is similar to past years. There are two areas that serve alcohol throughout the Fair. The area by the Grandstand is only open during events that are at the Grandstand. Their times have worked out well in the past for us; we provided extra police at their expense and we have not experienced any problems operating this way in past years.

Staff recommends approval of the license.

**Chairman Stellato:** Kristi, please call a roll.

**K. Dobbs:**

Carrignan: Yes

Payleitner: Yes

Turner: Yes

Rogina: Yes

Martin: No

Krieger: No

Bessner: Yes

No further discussion.

Motioned by Aldr. Carrignan, seconded by Aldr. Bessner. **Motion carried.**

**5.e. Recommendation to approve parking lot closure and use of Municipal Building sidewalks for Pottawatomie Garden Club's Fall Boutique and Plant Sale.**

**Chief Lamkin presented.** The checkerboard lot will be available at this time. This is for a one day event. The area to the east and south would be used, and part of the area along the north side of City Hall would be utilized so they could store wagons for people to take plants back to their car.

Staff recommends approval of the parking lot closure and use of Municipal Building sidewalks for this event.

**Chairman Stellato:** Thank you to Marce Van Glabek and the Pottawatomie Garden Club. Marce is our new Charlemagne winner, joining us tonight. Thank you, Marce; it's good to have you with us.

No further discussion.

Motioned by Aldr. Martin, seconded by Aldr. Krieger. Approved unanimously by voice vote. **Motion carried.**

**5.f. Recommendation to approve street and parking lot closures for the Fine Arts Show.**

**Chief Lamkin presented.** This is similar to the past, minus the BMO Harris Lot, which is not available for use. We typically stage barricades so there is no expense in terms of staff putting them up or taking them down.

Staff recommends approval of the street and parking lot closures for the Fine Arts Show.

No further discussion.

Motioned by Aldr. Krieger, seconded by Aldr. Martin. Approved unanimously by voice vote. **Motion carried.**

**5.g. Update regarding St. Charles Tavern Association and joint efforts of City and Association.**

**Chief Lamkin presented.** I'd like to give you an overview. We have a representative who will speak on behalf of the Tavern Association and then I'd like to come back and talk about some ordinance review that I did with Attorney Tom Good. After that, I would be glad to open it up for questions and discussion.

Since we met last September, we started tracking events very specific to the bars in the Downtown area. After that occurred, there was a tavern association formed and some of the things we worked through initially was a 1:20 a.m. last call, 1:30 a.m. no new entry and service would end by 1:40. They also initiated hand stamps and a banned list. Many of these things have been more successful than others. The banned works well; it's hard to manage but it does help to keep frequent trouble makers out of the bars. From the officers' perspective, the hand stamp has pros and cons, but it has made some improvement. The earlier last call has been a very significant improvement.

As I looked at some of the statistics which I have outlined, there has been a significant improvement in terms of fight calls. You will notice we have some disturbance calls on the list and as I went through the calls, many times what is happening is the bars are calling us under a couple circumstances; they are not going to serve someone and that person doesn't take no for an answer so they are calling us to get them out of there. There other situation that we see many times is when they won't allow entry when someone has had too much to drink or if it's after 1:30. So those show up on the reports, but at least we know the bars are being proactive in trying to address these things.

The category regarding intoxicated people is something we are still dealing with. We have had discussions about that and it continues to need to be addressed. One of the things that we are in discussion with our officers who work at this time of day is if we were move the hour to 1:00 a.m., the concern is we are just backing the time up and it probably won't make a difference. It would end the evening earlier, but we would still have these similar problems.

Overall, there are many areas where there has been improvement. Certainly the collaboration and communication and the ability to work with the people who run the bars has been good. They have been good about calling us when they need help. If I see something on a report, I have a contact I can call to get more information. We've had situations where we have had citable offences and we have forwarded those to the liquor commission and Attorney Goode for review. We have cited some of the bars and they have been fined. With that, I would like the representative from the Tavern Association to address you and then we will talk about ordinance issues.

**Aldr. Payleitner:** I have a question before that. In your hand out it indicates "calls generated by bar staff". Was that statistic not taken in other years?

**Chief Lamkin:** It was not to that degree. One of the things to help as you look at that, when it came down to the most current statistics, I had to go back through and looked at each incident. For example, a call may come in as a disturbance or a fight in the street, the officers go out there and find nothing. There could have been something and they left; the reality is it may have been in the street, but you can't tie it to a specific address. So rather than just take a computer generated run of the numbers, I physically went back and looked through each item so I could get a better feel of them.

**Mr. Whittaker:** Russ Whittaker, I'm attorney for the law firm of Rosanova & Whittaker, 23 W. Jefferson Street, Suite 200, Naperville, IL.

I was before you last September with a plea of please take no action; our desire is to work with you to forge a cooperative effort to begin addressing problems we all recognize existed. What we heard from the Chief is we forged a relationship that has gotten significantly better. When I met with the Chief and the Mayor five months ago what we heard was the bars were afraid to call the Police because they were afraid how it was going to be reported and how it was going to reflect on them and how they were going to be cited. In large part, that has been corrected and part of what you see is an uptick in calls by virtue of bar owners taking an aggressive stance to address these issues.

There is a lot of good news in what you have before you, however, it certainly does not say that we are done. This is a work in progress; we said from the beginning there is no single problem that is going to solve all the problems, but we crafted a menu of items that we could work within that would begin helping us address the problems in cooperation with the City of St. Charles and the Police Department.

I'm encouraged by the progress that has been made. Having the Chief say that he is encouraged by the relationship that has been forged with the bar owners, that they are making cooperative efforts and that we've seen the fight calls go down significantly is all progress. It's been five months, there is good news in that first five months, but there is a long road ahead of us and we look forward to continuing on that cooperative path and continuing to see positive progress in the numbers that the Chief will be bringing back before you again.

**Chairman Stellato:** Chief, I would like to make a statement. I know there is going to be questions and comments from both Council Committee and people in the audience as well. If everyone would be so kind to let you get through your presentation, there will be a time for discussion after your presentation.

**Chief Lamkin:** I was asked to investigate changes to ordinances. I asked Attorney Goode to do some research for me and he didn't find any specific model ordinances that relate to a specific consequence for a specific violation. Many times specific violations are dealt with in a progressive manner as they continue to come before the Liquor Commissioner. Like many things, the Illinois Liquor Control Commission has the ability if someone appealed to that, they would look to see if the consequence fit the offence based on the history of the licensed establishment.

There was also a question as to whether there was an ordinance that allows for early close or late close. He did find the ordinance that Naperville has where they have an earlier closing time at 11:00 pm and that have what is called a late night permit where they can stay open later. That does allow some latitude, but I think the important thing to point out is if we had a liquor license holder under today's licensing and we wanted to suspend that license and take it away completely, there is still a due process piece that has to occur. The Liquor Commissioner can't just take away that permit; it would be required to go through due process.

Finally, I asked Attorney Goode to look at how to distinguish bar licenses from restaurant licenses. Much of it has to deal with checking the cash receipts and distinguishing the balance of food vs. alcohol. A level of audit would help manage that. There are several communities who use this system.

With that, I believe we should open it up for discussion.

**Aldr. Rogina:** I'm the one who triggered some of these questions, and I really appreciate the work you've done. One of the things I thought was that we could create an ordinance showing consequences for specific actions. You have showed me with regard to the State Law, there is no schedule and there is no model city ordinance that suggests that as well.

I thought you also drove home the point there is a lot of mitigating factors to each offence. Having said that, I still think the numbers speak for themselves with regard to assault and batteries and disorderly conduct. I wasn't clear on how fights when down, but assault and batteries went up 125%.

I like the Naperville model; I think it provides a lot of possibilities. I recognize that any changes in our ordinance demand careful staff recommendations and after that discussion of merits and demerits of anything we look at. I know the liquor licenses come up for renewal every May. I would suggest we possibly extend all licenses for a month or so, so that when a new council is seated after May, they will be in a position at the end of May to vote on something that we may come up with.

With that, I would like to present some ideas for my colleagues to think about. The Naperville ordinance suggests a closing time of 11:00 pm with a late night privilege of 2:00 a.m. I would like staff to come back next month and define and recommend to us a restaurant tavern license. You did indicate in your notes that the state does define that, so that would be my first request; to recommend a restaurant tavern ordinance. I would also like to recommend a tavern license ordinance. So that separates restaurants from taverns. So now we have an inventory of our restaurants that have a liquor license and we have an inventory of our taverns.

The third point is something intriguing to me is the establishment of a liquor commission. We get the citizenry involved in this. Opposed to a liquor commissioner, I would like to see language on the table to establish a liquor commission; how many people would comprise a liquor commission? We have a police and fire commission right now that deals with disciplinary matters, so there is no reason why this can't be successful given the fact that other municipalities have this.

Finally, looking at the Naperville ordinance, a recommendation by staff of language of a late night permit ordinance like Naperville's, with some provision that suggests an annual review process. That annual review process, in my opinion, can come from the liquor commission if we established one; there are a lot of possibilities for review.

**Aldr. Martin:** I hear that things are moving forward with the Tavern Association and the Police Department, but I see an increase in disturbance calls, assault and battery, disorderly conduct, public indecency and intoxicated subjects. I question where the progress is?

**Chief Lamkin:** One of things you are seeing is that we shifted our focus to a few of those topics so naturally there is going to be an increase. The harder we go after them, the more it's going to generate calls. I'm not saying we didn't focus on it as hard before, but have given it more focus since last September.

**Aldr. Martin:** Understood. I would also like to address Aldr. Rogina's proposal. When we brought this up several months ago, I went to quite an effort to examine the late night issue in other towns and I focused on the Naperville ordinance. I think there are parts of the ordinance we can adapt to our own use. I agree with Aldr. Rogina that 11:00 pm is too early to close, I think 12:00 am is more appropriate. I agree that a late night license for those who wish to stay open beyond midnight is appropriate and in order. I think those late licenses should be subject to review. I concur with Aldr. Rogina on the

creation of a liquor control commission, which of course would include the liquor commission as a member, and it should be composed of a citizen and an alderman.

While there has been progress made, there is a great deal of work left to do. I've read reports that St. Patrick's Day weekend we had major difficulties Downtown that must be corrected. With that, I would concur with Aldr. Rogina to have staff research and come back with something that we could support and I also concur that we extend the license renewal for a month to give us a chance to get this new ordinance enacted.

**Aldr. Krieger:** I would agree with the plan that has been set out. I would like to see the tavern license and I would like to see the late night ordinance. I think a liquor commission is the way to go, with three to five members, including at least one council member.

**Aldr. Bessner:** I have a question regarding the bar chart as well. If there is a decrease in fights, those are obviously calls by bar staff. But if an intoxicated person has nowhere to go to get into a fight, but yet they will be outside to create a disturbance; would that show up in here?

**Chief Lamkin:** Yes and no. I think it depends on if they have done something other than just stand around outside. One of the things to appreciate is when the calls come into Tri-Com, if it's a knock down drag out fight, that's a fight. If it's someone who is a little mouthy at the door and needs to go home, many times they end up going home, but those show up as disturbance calls.

If that person was there, the bars have taken care of them, which I suspect happens a lot today, the bar calls them a cab or their friends get them out of there, that's not going to show up on the report.

**Aldr. Bessner:** Are we getting more calls because the bar staff is being more diligent?

**Chief Lamkin:** Yes. We have encouraged them to do that through this process.

**Aldr. Bessner:** I'm not suggesting we look out another six months in tracking these, but if we do go another three or four months tracking it the way you have the past six months, would we have more "apples to apples" information?

**Chief Lamkin:** It's going to be hard to have exact input to everything because we don't always have control over the calls and many times when the officers get there, even if it's a minute or two the dynamic may have changed in terms of what the call looks like. I don't know if I can give you an exact answer to that. I think continuing to give it as much scrutiny as we have, it helps us get a good picture of what has gone on. When we met last September, we wanted to get through all the major holiday events. Some of those holidays were fairly inconsequential. I think if we continue to monitor that, we can continue to give you a good picture.

**Aldr. Carrignan:** I want to address the bar chart first. Anytime you look at something in depth, you are going to see more of it because it is something you are paying attention to. One of the things I noted in the bar chart is where the calls were generated by bar staff. When we talked about this last August, the Mayor brought up the root cause analysis which was the over serving of people. The one area that doesn't have calls generated by bar staff is intoxicated subjects. The question I have is what we have done to educate the bar staff? This is where the failure is. The Mayor made that very clear last August. The root cause isn't fixed. There has to be better training of the bar and wait staff as to when people are intoxicated.

**Chief Lamkin:** That stood out to us as well. We have addressed that with them. While many times people are turned away, we still do find people who got served somewhere. The frequency is less, but it is still there and I pointed that out and there needs to be serious diligence on that topic.

**Aldr. Carrignan:** If I had to pick one number that I would be paying an extreme amount of attention to, it would be that number because that's the one that drives the rest of the issues. With that being said, Aldr. Rogina comes up with some significant and important ideas. The only thing we might want to think about is whether one month is enough time? I think if we take it out three months, that gives staff enough time to do it's job, so I would make a three month recommendation.

**Aldr. Rogina:** I want to put in place that we aren't going to do this for a full year. If it's three months, that's fine.

**Aldr. Carrignan:** Prorate the fee over that three months.

**Aldr. Payleitner:** I like the distinction for the restaurants and taverns and the times as Aldr. Rogina stated. I like the looks of the late night permit and I would also like to have further investigation on the commission as well.

**Aldr. Turner:** I agree. We really do have to separate restaurants from taverns. I would approve the late night license and I fully agree with Cliff. I don't know what's going on with the over serving, but at this point it looks like we are dancing around the root cause. I don't know what they are doing to better educate their staff, but obviously it's not working.

If there is anything to take back to your association, Attorney Whittaker, is over serving.

**Aldr. Martin:** We talked about the difference between a restaurant and a tavern. I spent quite a bit of time this afternoon trying to find out what the difference is. One of the websites that I arrived at came down to simplicity. A restaurant primarily serves food, a tavern primarily serves alcohol. If we can clearly define the difference between a restaurant and a tavern and put controls in the proper place, we can resolve most of our problems.

**Aldr. Rogina:** It seems to me, based on your research, that this idea of irrevocation of someone's license is not well defined and is not going to be defined, it's going to be a function of the liquor commissioner or a liquor commission that looks at all the factors, makes that recommendation and even that is subject to review by the State Liquor Commission, if the licensee so desires, correct?

**Chief Lamkin:** It is subject to appeal. We have had one place where we ended up where the license was turned in before we revoked it. We had to develop the track record before we decided that we needed to go to hearing to take a license away. In the event we went to hearing, the state decides if the license is revoked. I haven't had much experience with that during my tenure, but progressively we go after violations.

To Aldr. Carrignan's point, someone can have too many drinks in a restaurant, so we need to remember the possibility exists when you are going to separate that. Part of the burden, regardless of what type of license it is, there is also a level of personal accountability.

For clarification, are you looking for us to come back to May or June Government Services with an initial rewrite?

**Chairman Stellato:** We should shoot for May and it could carry over to June. This is an initial draft.

**Aldr. Carrignan:** I would look at July or August.

**Chairman Stellato:** If there is anyone in the audience who would like to speak, please come up and give us your name and address for the record.

Mr. Amundson: David Amundson, 500 Cedar Street, St. Charles. Being married to a historian, one of the things I always look at is past track record. I know when I moved here 12 years ago, I didn't think of it as a bar town. I think it has become a bar town since then and a lot of the discussions on Facebook proves that we have become a drinking destination. I think the reason why people are so upset over this is they think of the town as being one thing, but the reality has become something else. We are at odds with ourselves of perception vs. reality.

Ten years ago there were 26 licenses in the Downtown area. 10 of those would have classified as a bar; not necessarily what the ordinance called them, but what people think of as being a bar. We now have 30 licenses in the Downtown area, 14 of those are bars, only 5 of which are C Class Licenses, which are bars by license. So there is a bit of a disconnect. We clearly have gone more toward bars; there is a 40% increase in the number of bars in town. In addition, the new bars are bigger bars; the scale of the bars has gotten bigger. I don't have a problem with bars, but I have a problem with the density of the bars. We have too many, in too small of an area and it encourages this pub

crawl mentality which is where we get into the public intoxication and everything that goes with that.

I am all for a clear definition of restaurant and bar. Right now, a person submitting an application can tell you they want to open a restaurant in town, you can approve them based on that and they can turn around and sell 95% alcohol and 5% food and the city has absolutely no recourse. All we can do is wait until they break the law somehow.

Geneva has a great system. 50% of food sales minimum makes you a restaurant. If you don't meet that minimum, you are a bar. They offer an unlimited number of liquor licenses to restaurants, so they encourage restaurants to show up. They severely limit the number of liquor licenses to bars in town. All you have to do is look at the home rule tax receipts vs. the alcohol tax receipts. If home rule tax receipts exceed alcohol tax receipts, you are a restaurant. If alcohol receipts exceed home rule tax receipts, you are a bar. That can be checked monthly, quarterly, whatever you wanted. But there should be repercussions if you say you are a restaurant but you're not, you should be removed from that category.

From my perspective, there are too many bars. It's not bad bar owners, it's not bad patrons, it's just too many in too close of an area. There are some cities that say you can't have a bar within 250 or 500 feet of each other, and we have them stacked on top of each other. If I might offer a suggestion; first we define the Downtown area. We then decide how many bars we want in the Downtown district. We give everyone free chance to declare whether they are a bar or restaurant. Grandfather everyone in and cap by ordinance. We don't boot anyone out of business, we just don't renew licenses. When people close down or they lose their license because of mistakes, we don't renew those licenses and we don't issue new licenses. We just let the number of businesses get thinned across time.

Champagne, Illinois, had a problem in their downtown campus in the late 1980's and they did exactly that. They drew a line around campus town, they limited the number of licenses to fewer than actually existed and they just waited it out. They let attrition take care of their problem. It's a long term solution, and it also holds everyone's feet to the fire to say if you lose your license you won't be able to reincorporate as an LLC and come back in business next year, because we aren't issuing any new licenses.

**Chairman Stellato:** It sounds like we have some points for Staff to research.

**Chairman Stellato:** I'm not sure how we are going to administer that. We've had approximately 20 renewals come in through Tina. The piece that is going to be difficult for us to manage is what ability do we have under the current liquor code to not renew those licenses in terms of the timeframe.

**Mr. Townsend:** Of all the issues that have been talked about tonight, the practical implications of this short term extension is what is going to cause us the greatest amount of frustration. As the Chief said, we have already started the renewal process for next

year. We have already received payments on licenses for next year. In fact, the Mayor is working on processing some of the renewals that have come in. I think of all the things we have talked about tonight, we need to rethink how that is going to work, because right now the establishments have an expectation that those renewals will take place, we have been moving forward with that process and to extend that for a 30 or 60 day period is going to cause difficulty, not only from their perspective, but from the City's perspective as well.

**Chairman Stellato:** Brian, a decision needs to be made whether Mayor DeWitte goes forward with the applications he has right now or not. But the other issue is do we table this item or continue this item until 30 days from now, and in the meantime, the applications that are in place are renewed unless there are any violations?

**Mr. Townsend:** The code today says the license period is for one year, and it runs from May 1 through April 30. Absent a change to that, we have to administer that in accordance with the code. If we want to make changes after the year has begun, we can certainly make those changes, but perhaps they would not take effect until May 2014. That would be my recommendation, to move forward with the renewal process. Obviously if there are establishments that have issues, we can still adjudicate those violations and have consequences associated with those, but it also allows the good establishments to get their renewal and continue to operate and it basically resolves that issue. If that Council decides after May 1 to impose certain changes, change license categories, create a late night permit, those things could all be implemented as of May 2014.

**Aldr. Carrignan:** I would much rather do it right than do it fast. While I agree with Aldr. Rogina, I think we should wait until after May 1 and then put something into place for next May.

**Aldr. Martin:** I'm going to ask for a vote on reducing the hours to 1:00 a.m. We have that motion setting on the floor right now. If we are going to delay this for another year, there has not been enough progress made in my opinion to warrant this not doing anything attitude.

**Chairman Stellato:** I hear both sides of this; Brian, I have a question for you. If there is some legal recourse if we don't do what we said we were going to do, is it worth having legal check into this, have an opinion made and instead of waiting till next month's Government Services Meeting, bring it back on the Council floor next week just to get an update about what would happen if we chose one path or another?

**Mr. Townsend:** That is clearly a legal question that I'm not qualified to respond to and I think we should check with the city attorney if we want to make a decision in a short amount of time.

**Aldr. Martin:** Who says we have to redo the licenses? If I have enough votes we can put a moratorium on that.

**Mr. Amundson:** Issue a three a month license, work out your issues and then have the new policy kick in.

**Mr. Townsend:** The code states they are good for a one year period. It doesn't say a three or six month period.

**Chairman Stellato:** If the Mayor doesn't mind, we'll take this to City Council next month or Government Operations, take a week, get a legal opinion on this and find out which way we can go. Either shorten the term to buy us enough time to work out these issues or not.

**Aldr. Rogina:** Can we separate out the following – if the opinion is that we have to issue the license for a year, does that suggest that the trier of fact with respect to violations has to be a liquor commissioner, or could it be a liquor commission? In other words, can that be changed? If the legal opinion is that we must grant the license for a year, I'm suggesting as far as the due process is concerned where that could be a liquor commission as opposed to a liquor commissioner. I'd like to separate that out.

**Mr. Townsend:** I think it depends on what authority this Council is going to grant that commission. If it's to hear evidence related to violations and issue penalties and levy fines, that is something that could be implemented sooner and would not have to wait the full year, but when you have a code that says a license is issued for a one year period and this is the fee associated with that license, there is an understanding that license is going to be continued absent cause to revoke it. Those are questions we need legal input on and I don't want this committee to get too far down the road with considering short term extensions or six month licenses without us being able to carefully consider the implications.

**Chairman Stellato:** The other points are that we are also going to check into liquor commission vs. liquor commissioner, we did add the separation of licenses, restaurant vs. tavern and a late night permit ordinance which would allow people to stay open until 2:00 am as a reward. An annual review process is part of it as well.

**Chief Lamkin:** No, I have all those down. The primary information you are looking for the Government Operations meeting is the legal opinion on the short term extension is what you really want from us.

**Chairman Stellato:** That is the primary for Government Operations. The rest we can continue to work on.

**Kim Malay:** Have you addressed at all accountability from the patrons? That may be something else to look at.

**Aldr. Carrigan:** They are on the bar chart.

**Kim Malay:** I'm talking about punishment.

**Chief Lamkin:** We raised the Public Intoxication and Public Urination to \$100. That is something we will consider raising again. We raised the Fight Ordinance from \$300 to \$500, so we have tried to increase the consequence for the patrons.

**Chairman Stellato:** That can be adjusted at any time?

**Chief Lamkin:** If we wanted to adjust it, we would just bring an amendment back to you.

**Aldr. Carrigan:** I strongly encourage us to do it once rather than do it fast.

No further discussion.

Motioned by Aldr. Rogina, seconded by Aldr. Martin. Approved unanimously by voice vote. **Motion carried.**

**5.h. Recommendation to approve a Resolution for the Closure of Main Street for the Memorial Day Parade.**

**Chief Lamkin presented.** This is a Resolution for the Memorial Day Parade. This is similar to previous years.

Staff recommends approval to close Main Street for the parade on Memorial Day morning.

No further discussion.

Motioned by Aldr. Rogina, seconded by Aldr. Martin. Approved unanimously by voice vote. **Motion carried.**

**6.a. Recommendation to approve the FY 2013/2014 Budget for the Tri-City Ambulance Association.**

**Acting Fire Chief Schelstreet presented.** The next three items are all a function of our capacity as lead agency for the Tri-City Ambulance Association. On March 8, the Tri-City Ambulance Board did in fact approve their budget for FY 13/14. The budget is \$4.2 million offset by billing revenue and a spend down of the reserve. Our portion is \$345,000 and it is within the budgeted amount.

Staff recommends approval of the FY 2013/2014 Tri-City Ambulance budget.

No further discussion.

Motioned by Aldr. Krieger, seconded by Aldr. Rogina. Approved unanimously by voice vote. **Motion carried.**

**6.b. Recommendation to approve a Resolution Authorizing the City of St. Charles, as Lead Agency, to execute an Agreement Between Tri-City Ambulance and Paramedic Services of Illinois, Inc. for Paramedic Services on behalf of Tri-City Ambulance Service.**

**Acting Fire Chief Schelstreet presented.** This is part of our capacity as Lead Agency to approve the contract with Paramedic Services of Illinois. We are working on a five year agreement, however, we do have options that need to be approved by Council. Tri-City Ambulance Board approved this on March 8 and it is a 1% increase over the previous year.

No further discussion.

Motioned by Aldr. Krieger, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

**6.c. Recommendation to approve an Ordinance Authorizing the disposal of surplus personal property owned by the City of St. Charles (Tri-City Ambulance 9 cardiac monitor carrying cases and patient cables).**

**Acting Fire Chief Schelstreet presented.** The Tri-City Ambulance Board voted to purchase new cardiac monitors. There was a trade in allowance for the old monitors, however, the trade in did not include the carrying cases and patient cables. They are of no value to us; we are looking for permission to dispose of them.

No further discussion.

Motioned by Aldr. Bessner, seconded by Aldr. Krieger. Approved unanimously by voice vote. **Motion carried.**

**6.d. Recommendation to approve an Ordinance Authorizing the disposal of surplus personal property owned by the City of St. Charles (Various Equipment).**

**Acting Fire Chief Schelstreet presented.** This is for the City of St. Charles Fire Department, we have miscellaneous equipment we would like to declare surplus. These are items we can list on the auction website because they do have value. Those items we can't find a buyer for, we are looking to donate.

No further discussion.

Motioned by Aldr. Krieger, seconded by Aldr. Turner. Approved unanimously by voice vote. **Motion carried.**

**7. Additional business**

**8. Adjournment**

Motion by Aldr. Krieger, seconded by Aldr. Bessner. No additional discussion. Approved unanimously by voice vote. **Motion carried.**